



**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/87407229306>

Or you can call in using your telephone only:

- Call (toll free) 1-888-788-0099
- Enter the Access Code: 874 0722 9306
- 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.

July 2, 2025 - 5:15 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

- 4.a. Presentation from Northern Circle Indian Housing Authority (NCIHA) regarding their Proposed 'Ukiah Elders Village' Housing Project at 420 Cooper Lane.
Recommended Action: Receive a presentation and update from the Northern Circle Indian Housing Authority regarding their proposed 'Ukiah Elders Village' housing project at 420 Cooper Lane.
Attachments:
1. Ukiah Elders Village - Preliminary Plans (06.05.25)

5. PETITIONS AND COMMUNICATIONS

6. APPROVAL OF MINUTES

- 6.a. Approval of the Minutes for the June 18, 2025, Regular Meeting.
Recommended Action: Approve the Minutes for the June 18, 2025, Regular Meeting.
Attachments:

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. Approval of Contract with Stone Creek Environmental Consulting for Engineering Services and Consulting Services Related to Storm Water Permitting for Fiscal Years 2025/2026.

Recommended Action: Approve professional services agreement to Stone Creek Environmental Consulting for Engineering Services related to the City's Stormwater Permit.

Attachments:

1. 250508 Ukiah Proposal for 2025 2026

- 8.b. Authorize the City Manager to Negotiate and Execute an Inter-Facility Dispatch Contract with All Access Transfer Center.

Recommended Action: Authorize the City Manager to negotiate and execute the contract for Inter Facility (IFT) dispatch services with All Access Transfer Center (AATC).

Attachments:

1. Draft UVFA IFT Dispatch Services Agreement

- 8.c. Report of Disposition of Surplus Materials, Used Equipment, and Supplies.

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

Attachments:

1. SoldAssetReport

- 8.d. Consideration of Rejecting All Bids Received for the Abandonment of Environmental Monitoring and Remediation Wells Project, Specification 24-08.

Recommended Action: Reject all bids received for the Abandonment of Environmental Monitoring and Remediation Wells Project, Specification 24-08.

Attachments:

1. Spec 24-08 Abandonment of Environmental Monitoring and Remediation Wells
2. Bid Tabulation Spec 24-08 Abandonment of Environmental Monitoring and Remediation Wells

- 8.e. Consideration of Adoption of Resolution Approving Records Destruction for the Police Department.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents for the Police Department.

Attachments:

1. Proposed Resolution

- 8.f. Receive Annual Report of Boards and Commission Term Expirations and Vacancies.

Recommended Action: Receive the report and direct Staff to draft an ordinance appointing two members of the City Council as Alternates to the Planning Commission.

Attachments:

1. Resolution 2014-48
2. Letter from State
3. Board and Commission Terms and Vacancies - rev 6-25-25

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 (5:30 PM)**

13. **UNFINISHED BUSINESS**

- 13.a. Status Report on Emergency Contract with Diamond D Construction, LLC for the Emergency Repair of the Western Hills Mudslide at the City Water Tank (Pressure Zone 1-North, or PZ1-N) and Request for Authorization to Continue Work Under This Emergency Contract.

Recommended Action: Receive report and approve the continued work on the emergency contract with Diamond D Construction for the emergency repair of the Western Hills mudslide at the City water tank PZ1-N.

Attachments:

1. Resolution 2025-08 - Emergency Procurement for Mudslide at PZ1
2. Diamond D Estimate for PZ1
3. Purchase Order for Diamond D Slide
4. Slide Pictures

14. **NEW BUSINESS**

- 14.a. Adoption of Resolution Authorizing SAFER Grant Application Related to the Ukiah Valley Multi-Agency Consolidation.

Recommended Action: Adopt resolution authorizing SAFER grant application related to the Ukiah Valley Multi-Agency Consolidation.

Attachments:

1. Proposed Resolution

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

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. 2025 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 – Anticipated Litigation**
(Government Code Section 54956.9(d)(4))
Initiation of litigation (1 case)

- 15.b. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCUk-CVPT-2018-70200
- 15.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort, Inc v. City of Ukiah, et al.; Case No. 24-cv-07106-JSC
- 15.d. **Conference Involving a Joint Powers Agency (Inland Water and Power Commission)**
City representative on IWPC Board (Mari Rodin)
Discussion will concern: (Conference with Real Property Negotiators (Gov't Code §54956.8)
Property: PG&E Potter Valley Project;
Agency Negotiators: Scott Shapiro, Janet Pauli.
Negotiating Parties: IWPC and PG&E
Under Negotiation: Price and Terms)
- 15.e. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 184-080-37;184-080-36; 184-090-01; 184-090-07; 184-090-06; 184-100-04
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Henry's Original
Under Negotiation: Price & Terms of Payment
- 15.f. **Conference with Labor Negotiator (54957.6)**
Agency Designated Representative: Sage Sangiacomo, City Manager
Employee Organizations: All bargaining units
Unrepresented Employee: Police Chief

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.

Araceli Sandoval
Dated: 6/27/25



AGENDA SUMMARY REPORT

SUBJECT: Presentation from Northern Circle Indian Housing Authority (NCIHA) regarding their Proposed 'Ukiah Elders Village' Housing Project at 420 Cooper Lane.

DEPARTMENT: Community Development

PREPARED BY: Jesse Davis, Chief Planning Manager, Craig Schlatter, Community Development Director

PRESENTER: Moriah McGill and Christine De Los Santos, Northern Circle Indian Housing Authority

ATTACHMENTS:

1. Ukiah Elders Village - Preliminary Plans (06.05.25)

Summary: Council will receive a presentation from Northern Circle Indian Housing Authority regarding their proposed 'Ukiah Elders Village' housing project at 420 Cooper Lane.

Background:

In October 2024, the Northern Circle Indian Housing Authority (NCIHA) finalized the purchase of an approximately 2.57-acre lot at 420 Cooper Lane from the Cooper Family Trust for the development of the 'Ukiah Elders Village' project. In December 2024, the Ukiah City Council approved the demolition of an existing residential structure on the site, allowing pre-development efforts to progress.

The parcels at 420 Cooper Lane (APNs 003-572-17; 003-572-18; 003-582-24) have long been considered underutilized. In Ukiah's 6th Cycle Housing Element, these parcels were included in the City's inventory of vacant and underutilized land, which includes properties identified as having potential for future housing development, especially affordable units for lower-income households. This inventory is a required component of the Housing Element and supports the City's compliance with state housing law and its Regional Housing Needs Allocation (RHNA) obligations.

With the 'Ukiah Elders Village' housing project, NCIHA aims to provide housing and care options for elder tribal members, with priority given to individuals from its consortium of federally recognized tribes. This includes five Mendocino County tribes: the Hopland Band of Pomo Indians, Manchester-Point Arena Band of Pomo Indians, Redwood Valley Little River Band of Pomo Indians, Sherwood Valley Band of Pomo Indians, and the Guidiville Rancheria.

Discussion:

As detailed in Attachment 1, the proposed project includes fifteen (15) accessible, two-bedroom single-family dwelling units, each approximately 1,400 square feet, primarily arranged in a duplex format along a looped driveway in a 'Cottage Court' style development pattern. These homes are intended for elder tribal residents, and developed in proximity to other existing residential facilities, such as the Rural Communities Housing Development Corporation (RCHDC)'s 'Autumn Leaves' housing project. A 5,000-square-foot Wellness & Community Center is also planned for the residents' use, which will host health services, cultural programming, and resident events. The development will feature a central green space designed for

gardening, cultural and family gatherings, a children's playground, and a dog park. A walking trail will loop the site, and the project will include all necessary supporting infrastructure.

Building permit applications are expected to be submitted later this summer under the City's Objective Design and Development Standards (ODDS) policy, with construction tentatively set to begin in spring 2026.

Staff recommends Council receive the presentation from NCIHA regarding the Ukiah Elders Village housing project and direct any questions related to the project to NCIHA's representatives.

Recommended Action: Receive a presentation and update from the Northern Circle Indian Housing Authority regarding their proposed 'Ukiah Elders Village' housing project at 420 Cooper Lane.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): ED - 6.1 (Regulatory Environment); H-2.a (Provision of the Vacant/Underutilized List)

Approved: 
Sage Sangiacomo, City Manager



TRINITY VALLEY CONSULTING ENGINEERS, INC

Engineering – Surveying – Land Planning – Construction Management

June 05, 2025

City of Ukiah Planning, Building, and Utility Departments
300 Seminary Ave, Ukiah CA 95482

Re: Northern Circle Indian Housing Authority
Ukiah Elders Village _Preliminary Design Submittal
420 Cooper Lane, Ukiah CA 95482
APN: 003-572-17/18 & 003-582-24

Dear City Staff

It is our privilege to submit, on behalf our of client – Northern Circle Indian Housing Authority – a Preliminary Design Set for the Ukiah Elders Village project. The following letter accompanies a set of plans that serves as an introduction to the overall project. This letter provides a written description of project background, design parameters, and a list of directives we hope to receive as a result of this submittal.

Background and Intent

The overall property at 420 Cooper Lane was purchased by the owner in August 2024 with the intent to develop a multi-housing complex that would serve the tribal elder community. An intimate place, designed and thoughtfully crafted for ease of mobility, comfort, social-interaction, and also community outreach.

In response to the Project RFP (request for proposal), the owner contracted with *Trinity Valley Consulting Engineers* who teamed-up with *Pyatok Architecture and Urban Design*, and *Costello/Kennedy Landscape Architects* to bring this vision into reality. After several months of design workshops, meetings, collaboration with multiple departments within the City of Ukiah, we present a Preliminary Design Set for your review and comments.

What is presented is a work-in-progress. We have reached this point in the design by holding meetings with the elder tribal community to listen to their physical, social, and cultural concerns, and have tailored the project to meet these. We request the City's review to take this design to the next level.

The intent of this submittal is for the City to provide comments and guidance that will better prepare us for the formal submittal and entitlement process that will take place later this year.



Project Description

The overall project consists of the construction of fifteen (15) single family dwelling units – two bedroom each - that will house elder tribal community members. The square footage of these units is approximately 1400 ft² with a focus on overall accessibility. These will be arranged mainly in a duplex style configuration. The project will also consist of a 5000 ft² Wellness Center that will serve the community and provide a gathering place to partake in events to enhance health, and social wellbeing. There will also be a central green space to encourage multiple outside activities such as gardening, cultural and family gatherings, children's playground, dog park, among others. There will be a walking trail around the development, and all accompanying infrastructure elements.

The development of these facilities is planned to take place in two phases. The first and immediate phase will be the construction of the 15 units, road access/circulation, parking, central green space, site landscape, and utility services. The second phase will consist of the construction of the Wellness Center and its surrounding features.

The following is a description of the Preliminary Plan Set and elements that are presented:

Civil Design Set

The initial sheets of the compiled document present civil design elements such as site access, circulation, grading, existing features, stormwater controls, and preliminary utility design layout, City of Ukiah standard utility details, among others.

Architectural Design Set

Following the civil sheets, is an overall site-layout presented with perspectives and rendering elements, duplex and single unit floor plans, roof plans, exterior elevations. These include callouts for materials, finishes, accessibility, and utility/MEP elements.

Landscape Design Set

At the end of the compiled documents is the landscape design. These show existing and proposed trees, planting zones, green center space with uses, walking and exercise paths, and LID elements including swales and bioretention areas for stormwater control. In addition, it presents a list of culturally significant plant palette suggested for the site.

A tentative schedule is also included at the end of this document to provide a timeline for upcoming milestones including: entitlement submittal date, bidding process, contract award, construction start.



Requests/Directives

Part of the intent of this submittal is to obtain information and guidance in return. The following is a list of items that would be helpful for the continuation of the project:

- Provide feedback to building design elements in accordance with Community Development Standards Checklist regarding building façade, layout, finish materials, color schemes, and others.
- Provide feedback on planning elements such as site access, parking, circulation, overall layout, grading and stormwater drainage, landscape, LID, open spaces.
- For building department and emergency vehicle access, please comment, if needed, on hydrant location, roadway access, turning radius, among others.
- Electrical Vehicle charging stations: Requirements vs possible variances. Given the nature and usage of the project (Elders village), requiring EV charges for each unit seems excessive. Some residents won't even own a vehicle. There will be (4) EV charging stations near the Wellness Center that could suffice for the overall village. Let us know if there is any way to circumvent the residential EV requirements.
- Review from Utility Departments for stormwater, domestic water supply, sewer, and electrical. Each unit will have a separate meter and individual connection and billing for every utility. Provide feedback on main connections and building lateral connections on Civil drawings, as needed.
- Please provide a comprehensive and exhaustive list of all permits that will be required for the formal entitlement process, including all departments.
- Please provide a comprehensive and exhaustive list of all permit associated fees for this project. This will serve as a guideline for owners financial permit planning.
- Provide comments on any other items needed.

Timeline: while this preliminary review takes place, the design team will continue their work. In order to incorporate sooner your directives, we are hoping for a turnaround time of approximately 3-weeks, if possible, or have answers back to us by first week of July.



TRINITY VALLEY CONSULTING ENGINEERS, INC

Engineering – Surveying – Land Planning – Construction Management

Final Comments

Lastly, we would like to take the opportunity to thank the City of Ukiah staff and all departments that have assisted, thus far, in the design development of this project. Everyone that we have interacted with has been proactive and attentive in providing solutions and guidance as needed. It truly shows a culture of serving the public and the City's needs, and it has been a joy to collaborate with you.

Please feel free to reach out at any point during this review – formally or informally – if you have any questions or need clarification.

Respectfully submitted,

The design team, on behalf of
Northern Circle Indian Housing Authority



Contact Information:

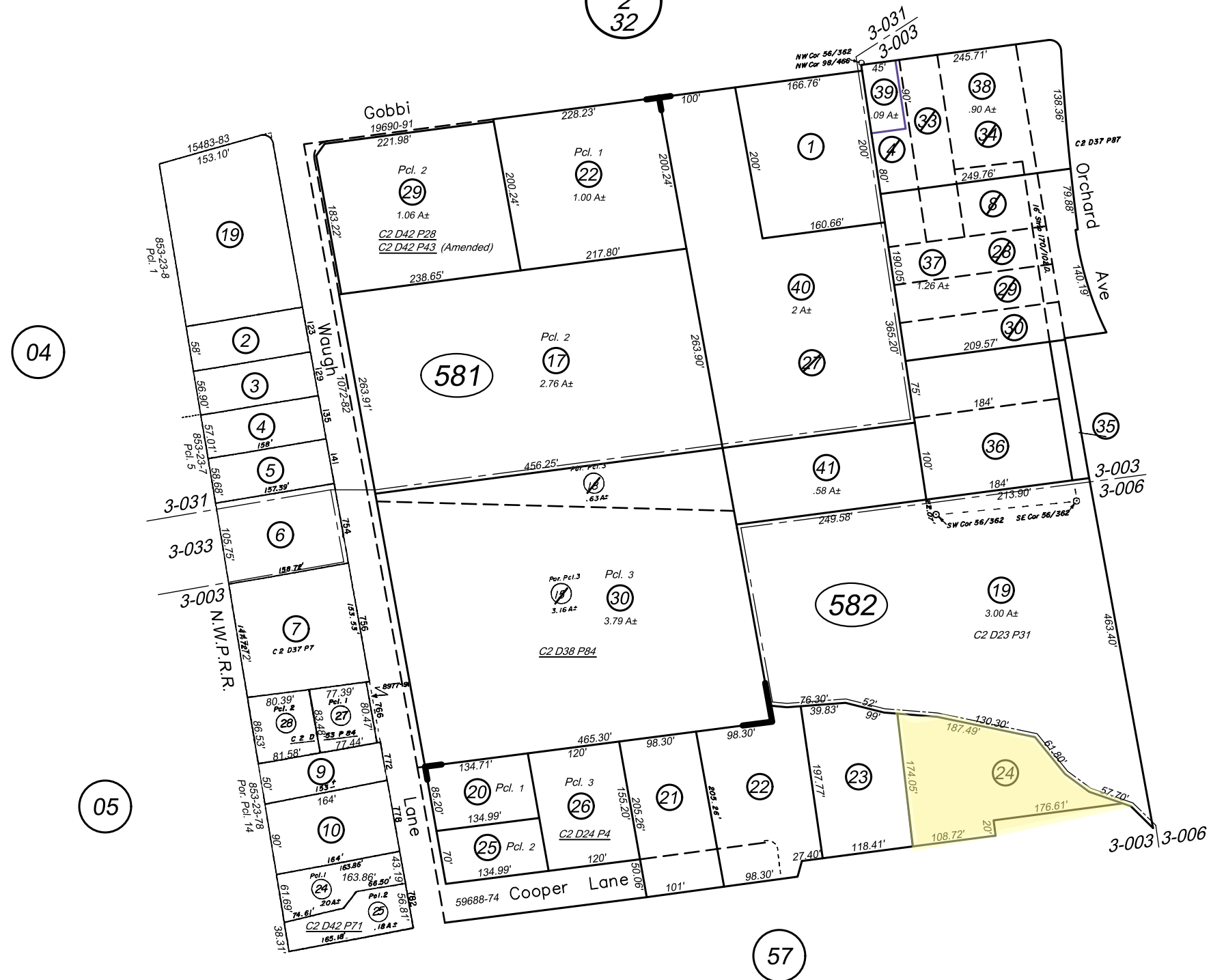
Richard Hoard _ Project Manager
Trinity Valley Consulting Engineers
richard@TVCE.biz
530-629-3000

Ukiah Elders Village - Working Schedule

	2025												2026			
	January	February	March	April	May	June	July	August	September	October	November	December	January	February	March	April
Preliminary Planning Sessions			Contract March 28th - Design Session													
Schematic Design Phase (SD)			Weekly Meet	Weekly Meet	Weekly Meet											
Design Development Phase (DD)					Arch, LA, Civil City Coord for Utilities	6/05 - City Prelim submittal City Comments	Design Continues									
Construction Document Phase (CD) & Specifications						Design Continues	Struc, LID, MEP, Solar - Near complete Begin CD's	CD's Continue State Agencies Permitting	9/8 - 90% CD 9/26 City Formal Submittal	City Response						
Bidding Phase									Spec Packages Completion	Bid Package Progress & Possible Completion	Bid Advertisement /Prebid Meeting and	Bids Due, Due Diligence, Contract				
Construction Administration															Construction Start	

Bk
2
32

3-58



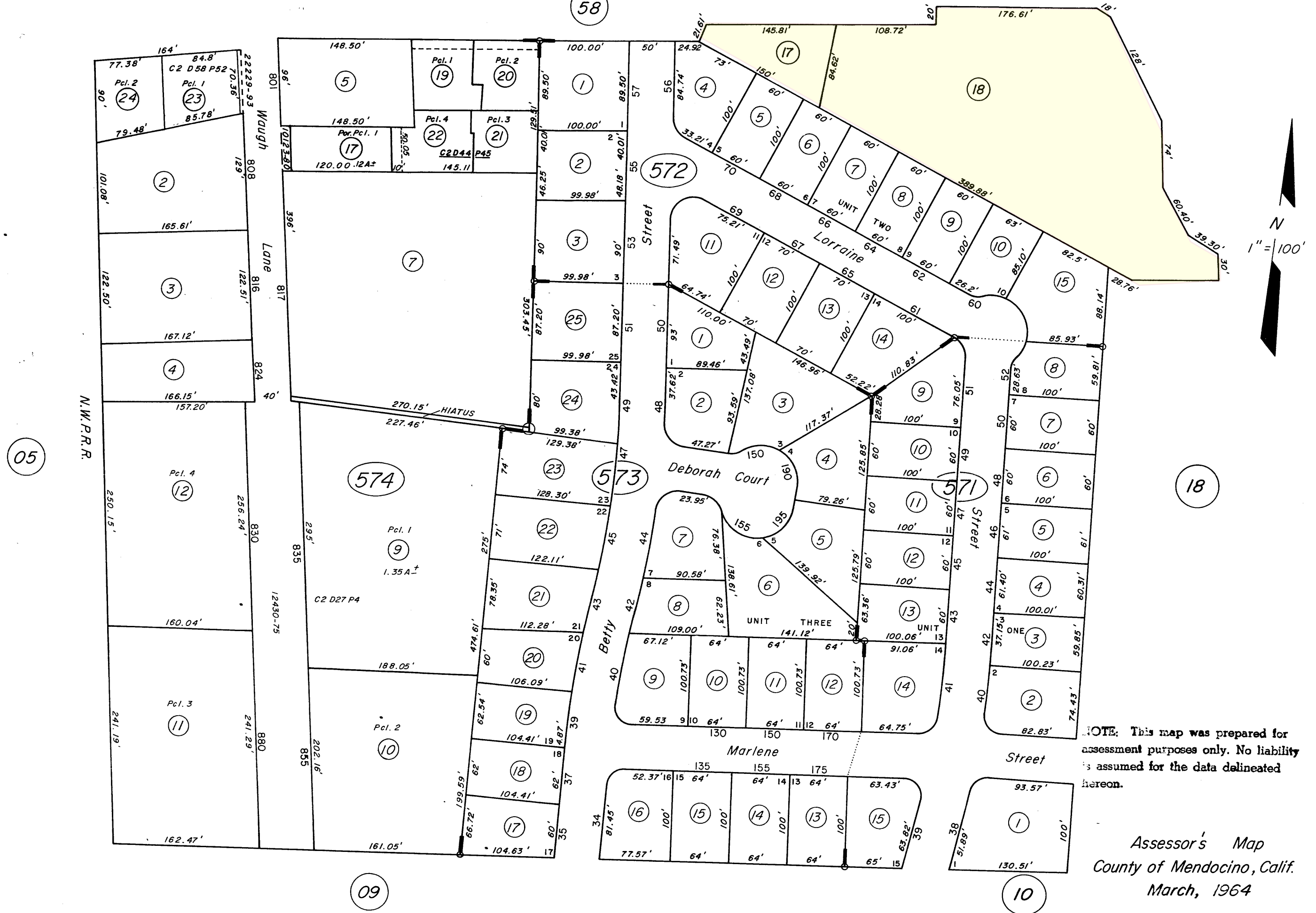
Assessor's Map
County of Mendocino, Calif.
July 5, 2023

Pcl. Map C2 D27 P4
Pcl. Map C2 D36 P72
" " C2 D44 P45

Ukiah City, Spurlock Sub. Units 1, 2 & 3

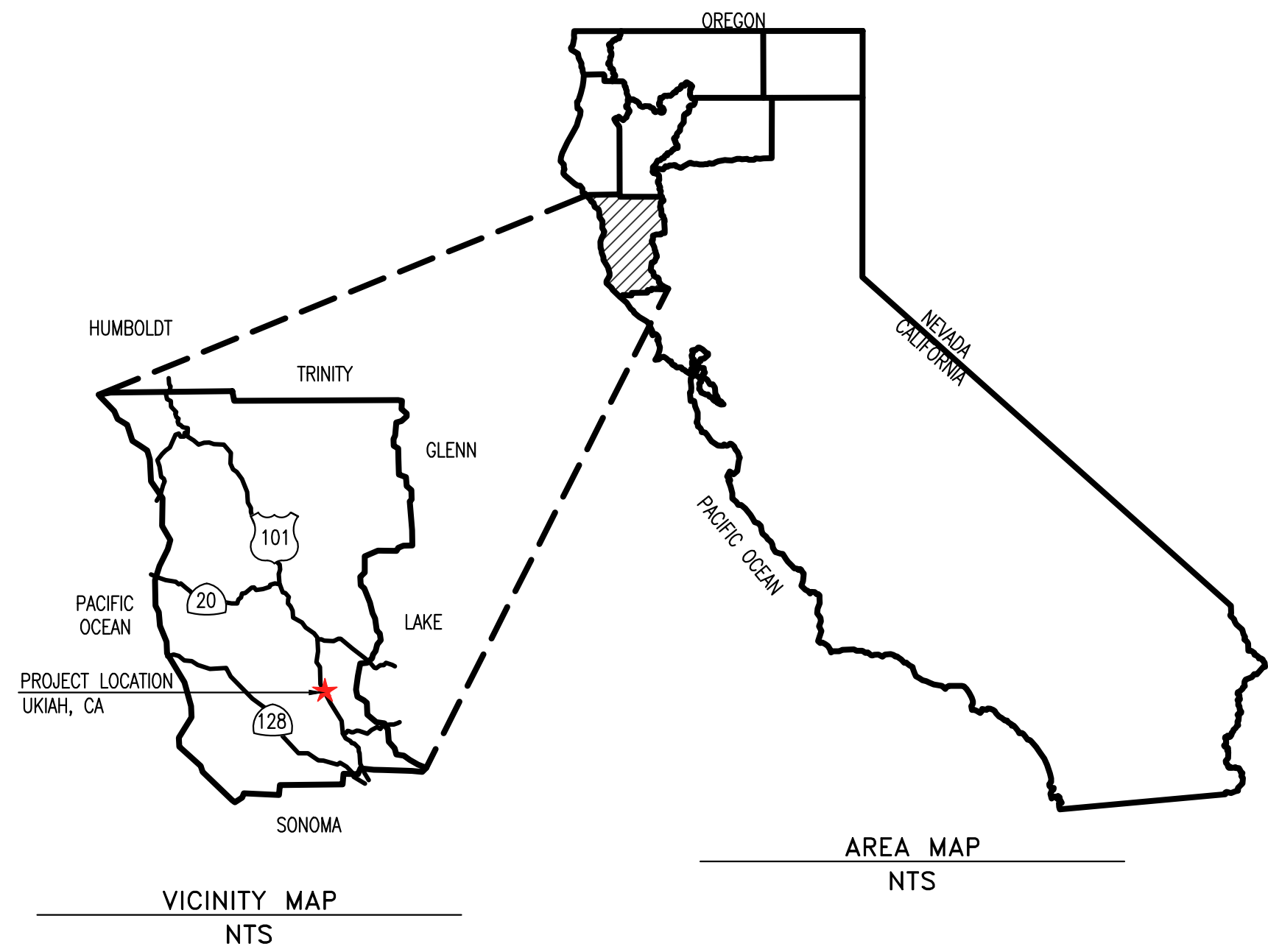
3-003

3-57



ELDERS VILLAGE
PROPOSED SITE PLAN & PRELIMINARY DESIGN

FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY



Northern Circle
Indian Housing
Authority

694 Pinoleville Road
Ukiah, CA 95482



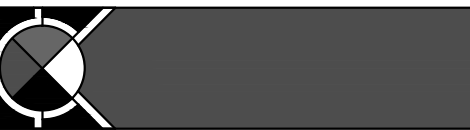
2200 MAIN STREET
WEAVERVILLE, CA 96093
T. 530.629.3000
www.tvce.biz

PYATOK

360 22nd STREET
SUITE 600
OAKLAND, CA 94612
T. 510.465.7010
www.pyatok.com

costello kennedy
LANDSCAPE ARCHITECTURE

526 3rd Street, Suite A1
San Rafael, CA 94901
T: 415.479.7552
www.costellokenedy.com



Ukiah Elders
420 Cooper Lane, Ukiah, CA 95842

STAMP:

P:

REVISION SCHEDULE
NO. | ISSUE | DATE

JOB NUMBER: 1647
DRAWN BY: RM
CHECKED BY: RH
ISSUE DATE: JUNE 2025
SCALE: AS SHOWN
TITLE:

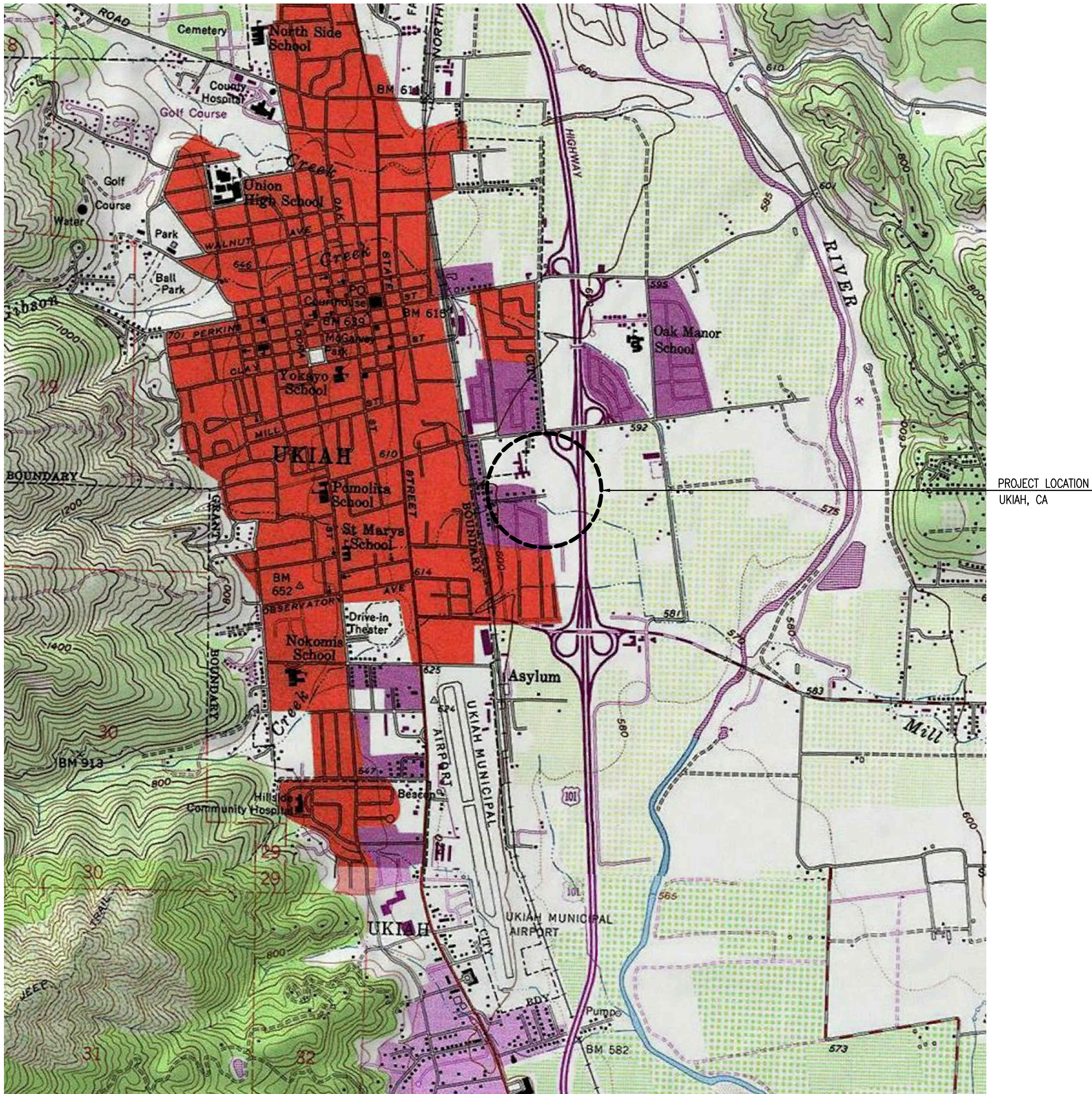
SHEET:

T01

© 2024 PYATOK ARCHITECTURE & URBAN DESIGN

PROPOSED		EXISTING
---OH---	CABLE TV OVERHEAD	---(TV)---
---OH---	POWER OVERHEAD	---E(OH)---
---OH---	TELEPHONE OVERHEAD	---T(OH)---
---T---	TELEPHONE UG	---T(UG)---
---E---	POWER (UNDERGROUND) UG	---E(UG)---
---G---	GAS LINE	---G---
←---○	ANCHOR/GUY WIRE	←---○
⊙	SEWER MANHOLE	⊙
---SS---	SEWER LINE	---SS---
---●	FLUSHING BRANCH/CLEANOUT	---●
--- ---	SEWER SERVICE	--- ---
⊙	STORM DRAIN MANHOLE	⊙
---●---	STORM DRAIN PIPE	---SD---
---W---	STORM DRAIN INLET	---W---
--- ---	WATER LINE	---W---
⊗	WATER VALVE	⊗
▶	REDUCER	▶
⊗	BLOW OFF ASSEMBLY	⊗
⊗	AIR RELIEF VALVE	⊗
⊗	FIRE HYDRANT ASSEMBLY	⊗
⊗	R.P. BACKFLOW PREVENTER	⊗
⊗	DRIVE WAY	⊗
⊗	SIDEWALK RAMP	⊗
⊗	BARRICADE	⊗
⊗	SURVEY MONUMENT	⊗
⊗	CENTERLINE	⊗
⊗	RIGHT OF WAY LINE	⊗
⊗	PROPERTY LINE	⊗
⊗	EASEMENT LINE	⊗
⊗	EDGE OF PAVEMENT	⊗
⊗	RIDGE LINE	⊗
⊗	FENCE LINE	⊗
⊗	CONTOUR LINE	⊗
⊗	SIDEWALK	⊗
⊗	STREET LIGHT	⊗
⊗	STREET NAME SIGN	⊗
⊗	SIGN	⊗

ABBREVIATIONS



LOCATION MAP
NTS

ENGINEERING NOTES

ALL REQUIREMENTS FROM THE SOILS REPORT HAVE BEEN INCORPORATED INTO THESE PLANS.

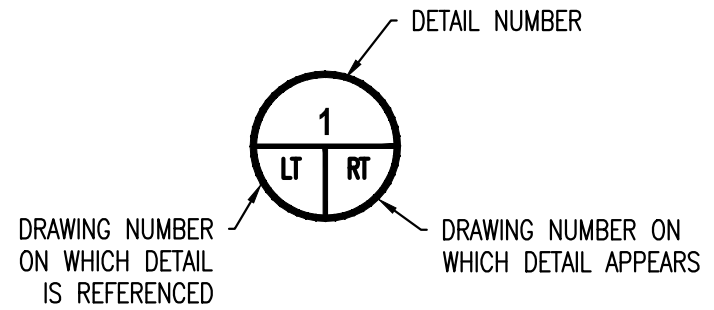
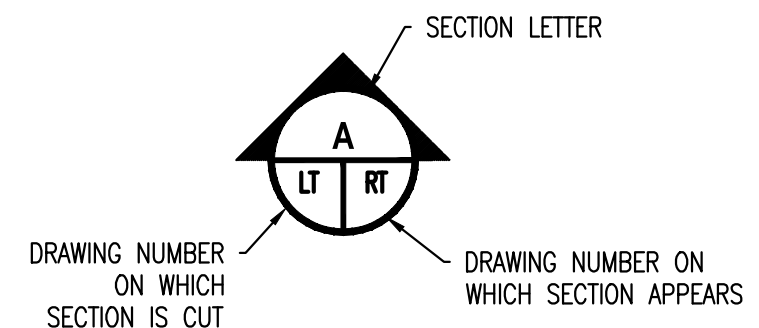
THE ENGINEER OF RECORD SHALL INSPECT ALL SITE GRADING.

SURVEY NOTES

FIELD SURVEY FOR TOPOGRAPHIC PURPOSES WAS
PERFORMED BY TVCE ON 03/18/2025.

A BOUNDARY SURVEY WAS NOT CONDUCTED BY TVCE.

SYMBOLS



SHEET INDEX

DRAWING #	TITLE	REVISION	DATE
T01	TITLE SHEET	0	05/30/2025
C00	NOTES	0	05/30/2025
C01	PLOT PLAN	0	05/30/2025
C02.1	EXISTING GRADING & DRAINAGE PLAN	0	05/30/2025
C02.2	EXISTING GRADING & DRAINAGE PLAN	0	05/30/2025
C02.3	DEMOLITION PLAN	0	05/30/2025
C03.1	PROPOSED GRADING PLAN	0	05/30/2025
C03.2	PROPOSED GRADING PLAN	0	05/30/2025
C03.3	PROPOSED GRADING PLAN	0	05/30/2025
C03.4	PROPOSED GRADING PLAN	0	05/30/2025
C03.5	PROPOSED UTILITY PLAN	0	05/30/2025
C03.6	PROPOSED ELECTRIC UTILITY PLAN	0	05/30/2025
C03.7	PROPOSED SANITARY SEWER PLAN	0	05/30/2025
C03.8	PROPOSED WATER UTILITY PLAN	0	05/30/2025
C04.1	SITE SECTIONS	0	05/30/2025
C04.2	SITE SECTIONS	0	05/30/2025
C05.1	GRADING DETAILS	0	05/30/2025
C05.2	CITY OF UKIAH SANITARY SEWER DETAILS	0	05/30/2025
C05.3	PROPOSED WATER DETAILS	0	05/30/2025
C05.4	CITY OF UKIAH WATER DETAILS	0	05/30/2025
C06.1	EROSION CONTROL PLAN	0	05/30/2025
C06.2	EROSION CONTROL DETAILS	0	05/30/2025
C06.3	EROSION CONTROL DETAILS	0	05/30/2025

ARCHITECTURE:

A1.00	SITE PLAN - GRADE LEVEL
A1.10	SITE PLAN - OVERALL PERSPECTIVE
A2.00	ENLARGED FLOOR PLAN_TYP DUPLEX - SOUTH
A2.00.1	ROOF PLAN DUPLEX SOUTH
A2.01	ENLARGED FLOOR PLAN SINGLE UNIT
A2.02	ENLARGED FLOOR PLAN_TYP DUPLEX - NORTH
A2.02.1	ROOF PLAN DUPLEX NORTH
A3.00	ELEVATIONS DUPLEX SOUTH
A3.01	ELEVATIONS SINGLE UNIT
A3.02	ELEVATIONS DUPLEX NORTH
A3.11	PERSPECTIVES

LANDSCAPE:

L1.00	LANDSCAPE SITE LAYOUT
L1.01	LANDSCAPE

CONTRACTOR ALERT!

CONTRACTOR MUST CONTACT USA DIG AT 800-227-2600 AT LEAST 72 HOURS BEFORE ANY EARTHWORK OR ACTIVITIES THAT MAY IMPACT EXISTING UNDERGROUND UTILITIES.

EXISTING UTILITY ALIGNMENTS BOTH HORIZONTALLY AND VERTICALLY MUST BE VERIFIED BY THE CONTRACTOR PRIOR TO ANY CONSTRUCTION ACTIVITIES.

GENERAL NOTES:

1. DETAILS OF CONSTRUCTION, MATERIALS AND WORKMANSHIP NOT SHOWN IN THESE DRAWINGS SHALL CONFORM TO THE PERTINENT REQUIREMENTS OF THE STANDARD SPECIFICATIONS AND APPLICABLE CONTRACT SPECIFICATIONS.
2. THE CONTRACTOR SHALL PROVIDE ALL UTILITIES AS NECESSARY TO SUCCESSFULLY COMPLETE ALL CONSTRUCTION ACTIVITIES.
3. ALL EXISTING AND PROPOSED DIMENSIONS DEPICTED HEREIN SHALL BE VERIFIED BY THE CONTRACTOR PRIOR TO STARTING WORK.
4. THE CONTRACTOR SHALL COORDINATE WITH THE OWNER ON ALL CONSTRUCTION ACTIVITIES.
5. THE CONTRACTOR SHALL TAKE ALL PRECAUTIONARY MEASURES NECESSARY TO PROTECT EXISTING UTILITIES, WHICH ARE TO REMAIN IN PLACE, FROM DAMAGE. ANY DAMAGE CAUSED BY THE CONTRACTOR'S OPERATIONS SHALL BE EXPEDITIOUSLY REPAIRED OR RECONSTRUCTED TO THE ENGINEER'S SATISFACTION AT THE CONTRACTOR'S SOLE EXPENSE WITHOUT ADDITIONAL COMPENSATION.
6. THE CONTRACTOR SHALL POSSESS THE CLASS, OR CLASSES, OF LICENSE AS SPECIFIED IN THE NOTICE TO CONTRACTORS.
7. THE CONTRACTOR IS TO EXPOSE THE ENDS OF EXISTING BURIED UTILITIES FOR SURVEYORS TO VERIFY LOCATION AND ELEVATION PRIOR TO PLACEMENT OF NEW UTILITIES. ALL COSTS OF SUCH EXCAVATION AND BACKFILL SHALL BE INCLUDED IN THE PRICE PAID FOR VARIOUS ITEMS OF WORK.
8. ALL APPLICABLE FEES TO BE PAID AND PERMITS REQUIRED SHALL BE OBTAINED BY THE CONTRACTOR BEFORE COMMENCEMENT OF CONSTRUCTION.
9. THE TYPES, LOCATIONS, SIZES, AND DEPTHS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THESE IMPROVEMENT PLANS WERE OBTAINED FROM SOURCES OF VARYING RELIABILITY. THE CONTRACTOR IS CAUTIONED THAT ONLY ACTUAL EXCAVATION WILL REVEAL THE TYPES, EXTENT, SIZES, LOCATIONS, AND DEPTHS OF SUCH UNDERGROUND UTILITIES. A REASONABLE EFFORT HAS BEEN MADE TO LOCATE AND DELINEATE ALL KNOWN UNDERGROUND UTILITIES. HOWEVER, TVCE CAN ASSUME NO RESPONSIBILITY FOR THE COMPLETENESS OR ACCURACY OF ITS DELINEATION OF SUCH UNDERGROUND UTILITIES NOR FOR THE EXISTENCE OF OTHER BURIED OBJECTS OR UTILITIES WHICH MAY BE ENCOUNTERED BUT WHICH ARE NOT DEPICTED ON THESE DRAWINGS.
10. THE CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, THE CONSTRUCTION CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR THE JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY; THAT THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS; AND THE CONTRACTOR FURTHER AGREES TO DEFEND, INDEMNIFY AND HOLD THE DESIGN PROFESSIONAL HARMLESS FROM ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE PERFORMANCE OF WORK ON THIS PROJECT, EXCEPTING LIABILITY ARISING FROM THE SOLE NEGLIGENCE OF THE DESIGN PROFESSIONAL.
11. THE CONTRACTOR OR ANY SUBCONTRACTOR FOR THIS CONTRACT SHALL NOTIFY MEMBERS OF U.S.A. TWO WORKING DAYS IN ADVANCE OF PERFORMING ANY EXCAVATION WORK BY CALLING THE TOLL FREE NUMBER 1-800-227-2600.
12. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING SURVEY MONUMENTS AND OTHER SURVEY MARKERS DURING CONSTRUCTION. ALL SUCH MONUMENTS OR MARKERS DESTROYED DURING CONSTRUCTION SHALL BE REPLACED AT THE CONTRACTOR'S EXPENSE.
13. UNDOCUMENTED PIPING EXPOSED DURING CONSTRUCTION SHALL BE LOCATED AND MARKED BY THE CONTRACTOR FOR INCLUSION IN AS-BUILT DRAWINGS.
14. ALL NEW BURIED PIPING SHALL HAVE A MINIMUM OF 3 FEET OF COVER UNLESS OTHERWISE SPECIFIED.

CULTURALLY SENSITIVE AREAS:

1. AREAS WITHIN THE PROJECT PERIMETER THAT ARE CULTURALLY SENSITIVE SHALL BE PROTECTED AGAINST DAMAGE FROM CONSTRUCTION ACTIVITIES. AT NO TIME SHALL SUCH CULTURALLY SENSITIVE AREAS BE ENTERED, PARKED UPON, STOCK PILED UPON, OR HAVE ANY OTHER ACTIVITY ASSOCIATED WITH THE CONSTRUCTION OF THIS PROJECT IN ANY WAY INFRINGE UPON, DETERIORATE, DESTROY, OR RENDER TO A STATE OR CONDITION UNACCEPTABLE ANY CULTURALLY SENSITIVE AREA. THE CONTRACTOR AGREES TO PROTECT ALL SUCH AREAS DURING ANY AND ALL ACTIVITIES ASSOCIATED WITH THE CONSTRUCTION OF THIS PROJECT.

QUANTITIES:

1. QUANTITIES AND LENGTHS OF ITEMS PROVIDED WITHIN THIS PLAN SET ARE APPROXIMATE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY ACTUAL QUANTITIES OF COMPONENTS REQUIRED FOR THE SUCCESSFUL AND SATISFACTORY COMPLETION OF THE PROJECT.

TRAFFIC CONTROL NOTES:

1. WHENEVER THE WORK AREA IS ADJACENT TO A TRAFFIC LANE AND THERE IS A CUT, DITCH OR TRENCH MORE THAN TWO INCHES DEEP, THE CONTRACTOR SHALL MAINTAIN CONTINUOUS BARRICADES SPACED AT APPROXIMATELY 20-FOOT INTERVALS FOR THE FIRST 100 FEET FROM THE BEGINNING OF THE CUT, DITCH OR TRENCH, AND AT APPROXIMATELY 50-FOOT INTERVALS THEREAFTER. IF THE CUT, DITCH OR TRENCH IS MORE THAN TEN FEET FROM A TRAFFIC LANE, THE BARRICADED SPACING MAY BE GREATER BUT SHALL NOT EXCEED 200 FEET.
2. UNLESS SPECIFICALLY SET FORTH AS SPECIAL PROVISIONS, ALL MARKED LANES OF TRAFFIC SHALL BE UNOBSTRUCTED IN EACH DIRECTION DURING THE PEAK TRAFFIC HOURS OF 7:00 TO 8:30AM AND 3:30 TO 6:00 PM.
3. SAFE VEHICULAR AND PEDESTRIAN ACCESS SHALL BE PROVIDED AT ALL TIMES DURING CONSTRUCTION.
4. TRACK MOUNTED VEHICLES SHALL NOT BE OPERATED ON PAVED ROADS.

AGGREGATE BASE ROCK NOTES:

1. AGGREGATE BASE SHALL BE CALTRANS CLASS II.
2. AGGREGATE BASE SHALL BE INSTALLED PER SECTION 26 OF THE CALTRANS STANDARD SPECIFICATIONS.
3. AGGREGATE BASE SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION PER CAL 316.

ASPHALT CONCRETE NOTES:

1. ASPHALT CONCRETE SHALL BE 2" MAXIMUM RADIUS HOT MIX TYPE A.
2. ASPHALT CONCRETE SHALL BE INSTALLED IN STRICT ACCORDANCE WITH SECTION 39 OF THE CALTRANS STANDARD SPECIFICATIONS.
3. ASPHALT CONCRETE SHALL BE COMPACTED TO A MINIMUM OF 95% RELATIVE COMPACTION AS VERIFIED PER CAL 216.
4. EXISTING AC SURFACES SHALL BE CUT TO A NEAT STRAIGHT LINE PARALLEL WITH THE CENTERLINE AND THE EXPOSED EDGE SHALL BE TACKED WITH EMULSION PRIOR TO PAVING. THE EXPOSED BASE MATERIAL SHALL BE GRADED, RE-COMPACTED, AND RESEALED PRIOR TO PAVING.

ELECTRIC GENERAL NOTES:

1. ALL ELECTRIC FACILITIES AND WORK TO BE IN STRICT COMPLIANCE WITH APPLICABLE LAWS AND MUST MEET PACIFIC GAS AND ELECTRIC (PG&E) REQUIREMENTS PER CURRENT GREEN BOOK.
2. REFER TO PG&E SITE PLAN FOR ADDITIONAL DETAILS NOT EXPRESSED ON THIS SHEET.
3. CONTRACTOR TO COORDINATE WITH PG&E FOR ALL REQUIRED TESTING/INSPECTION AND FOR PG&E INSTALLED FACILITIES.
4. OWNER HAS THE RESPONSIBILITY OF PAYING ALL FEES TO PG&E DIRECT FOR THEIR SERVICES/FACILITIES UNDER THE ORIGINAL APPLICATION FOR THIS PROJECT. ADDITIONAL COSTS RESULTING DIRECTLY FROM THE CONTRACTOR'S ACTIVITIES AND NOT EXPRESSLY COVERED UNDER THE ORIGINAL APPLICATION WILL BE THE SOLE EXPENSE OF THE CONTRACTOR.
5. POWER/ELECTRICAL FACILITIES DEPICTED ON THESE PLAN SETS ARE FOR GENERAL LOCATION PURPOSES, ACTUAL HARDWARE, ALIGNMENTS, PLACEMENT, AND DESIGN TO BE PROVIDED BY PACIFIC GAS & ELECTRIC (PG&E). CONTRACTOR TO COORDINATE WITH PG&E FOR DESIGN AND INSTALLATION OF REQUIRED COMMUNICATION FACILITIES.

COMMUNICATIONS GENERAL NOTES:

1. ALL COMMUNICATIONS FACILITIES AND WORK TO BE IN STRICT COMPLIANCE WITH APPLICABLE LAWS AND MUST MEET ALL FRONTIER REQUIREMENTS AS APPLICABLE UNDER CPUC.
2. CONTRACTOR TO COORDINATE WITH FRONTIER FOR ALL REQUIRED TESTING/INSPECTION AND FOR FRONTIER INSTALLED FACILITIES.
3. OWNER HAS THE RESPONSIBILITY OF PAYING ALL FEES TO FRONTIER DIRECT FOR THEIR SERVICES/FACILITIES UNDER THE ORIGINAL APPLICATION FOR THIS PROJECT. ADDITIONAL COSTS RESULTING DIRECTLY FROM THE CONTRACTOR'S ACTIVITIES AND NOT EXPRESSLY COVERED UNDER THE ORIGINAL APPLICATION WILL BE THE SOLE EXPENSE OF THE CONTRACTOR.
4. TELEPHONE/COMMUNICATION FACILITIES DEPICTED ON THESE PLAN SETS ARE FOR GENERAL LOCATION PURPOSES, ACTUAL HARDWARE, ALIGNMENTS, PLACEMENT, AND DESIGN TO BE PROVIDED BY FRONTIER. CONTRACTOR TO COORDINATE WITH FRONTIER FOR DESIGN AND INSTALLATION OF REQUIRED COMMUNICATION FACILITIES.

DUST CONTROL NOTES:

1. THE CONTRACTOR SHALL IMPLEMENT ONE OR BOTH OF THE FOLLOWING MEASURES FOR DUST CONTROL ON THIS SITE:
2. SPRAYING OF WATER SO AS NOT TO GENERATE ADDITIONAL RUNOFF. NO DUST PALLIATIVE MATERIALS OTHER THAN WATER WILL BE USED ON THIS PROJECT. IF NON-POTABLE WATER IS TO BE USED, IT MUST BE CONVEYED IN TANKS OR PIPES CLEARLY LABELED AS "NON-POTABLE WATER - DO NOT DRINK".
3. COVERS FOR EXPOSED AREAS.

EQUIPMENT & MATERIALS STORAGE NOTES:

1. IT IS THE CONTRACTOR'S RESPONSIBILITY TO ENSURE THAT ALL MATERIALS AND EQUIPMENT STORED ONSITE SHALL HAVE ADEQUATE COVERINGS AND CONTAINMENT TO PREVENT LEAKAGE AND SPILLS.
2. ALL MATERIALS AND EQUIPMENT SHALL BE STORED IN DESIGNATED AND APPROVED AREAS. THE AREA SHALL BE BERMED WITH EARTH DIKES THAT THE CONTRACTOR SHALL INSPECT AND MAINTAIN WEEKLY.
3. ALL FLAMMABLE, REACTIVE, AND/OR IGNITABLE LIQUIDS MUST COMPLY WITH LOCAL FIRE CODES.
4. DURING THE RAINY SEASON (OCTOBER THROUGH APRIL) THE CONTRACTOR SHALL ENSURE THAT MATERIALS ARE COVERED.
5. NO CHEMICALS, DRUMS, OR BAGGED MATERIALS SHALL BE STORED DIRECTLY ON THE GROUND; ITEMS SHALL BE PLACED ON PALLETS AND/OR IN SECONDARY CONTAINMENT.
6. IF DRUMS MUST BE KEPT UNCOVERED, THE CONTRACTOR SHALL STORE THEM AT A SLIGHT ANGLE TO REDUCE PONDING OF RAINWATER AND REDUCE CORROSION.
7. WHEN DANGEROUS MATERIALS AND/OR LIQUID CHEMICALS ARE UNLOADED ONSITE, THE CONTRACTOR SHALL HAVE EMPLOYEES TRAINED IN EMERGENCY SPILL CLEANUP PROCEDURES PRESENT.

VEHICLE MAINTENANCE NOTES:

1. EQUIPMENT AND VEHICLES TRAVELING ONSITE SHALL BE INSPECTED REGULARLY FOR LEAKS AND BE REPAIRED IMMEDIATELY; DO NOT ALLOW LEAKING VEHICLES ONSITE. KEEP VEHICLES AND EQUIPMENT CLEAN (DO NOT ALLOW EXCESSIVE BUILDUP OF OIL AND GREASE).
2. USE OFFSITE REPAIR SHOPS WHENEVER POSSIBLE; IF ONSITE REPAIRS ARE NECESSARY, USE A DESIGNATED AREA SURROUNDED BY EARTH BERMS. THE CONTRACTOR SHALL INSPECT THIS AREA WEEKLY AND AFTER EACH RAINSTORM EVENT TO ENSURE THAT THE EARTH BERMS ARE IN PLACE AND FUNCTIONING PROPERLY; ANY NON-FUNCTIONING BERMS SHALL BE REPAIRED IMMEDIATELY.
3. USE DRY CLEAN-UP METHODS FOR SPILLS AS MUCH AS POSSIBLE; USE ABSORBENT MATERIALS FOR SMALL SPILLS AND DISPOSE OF PROPERLY. USE A SECONDARY CONTAINMENT DURING FLUID CHANGES AND REPAIRS TO CATCH SPILLS.
4. SEGREGATE AND RECYCLE WASTES (INCLUDING BUT NOT LIMITED TO: USED OIL AND OIL FILTERS, BATTERIES, ETC.). KEEP HAZARDOUS WASTES SEPARATE FROM NON-HAZARDOUS WASTES; AFTER REPAIRS, ETC., PROMPTLY TRANSFER USED FLUIDS AND WASTES TO THEIR PROPER CONTAINMENT AREAS AND CONTAINERS.

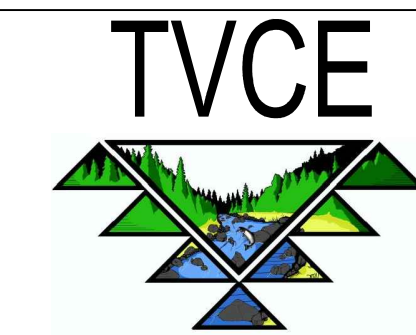
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FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY

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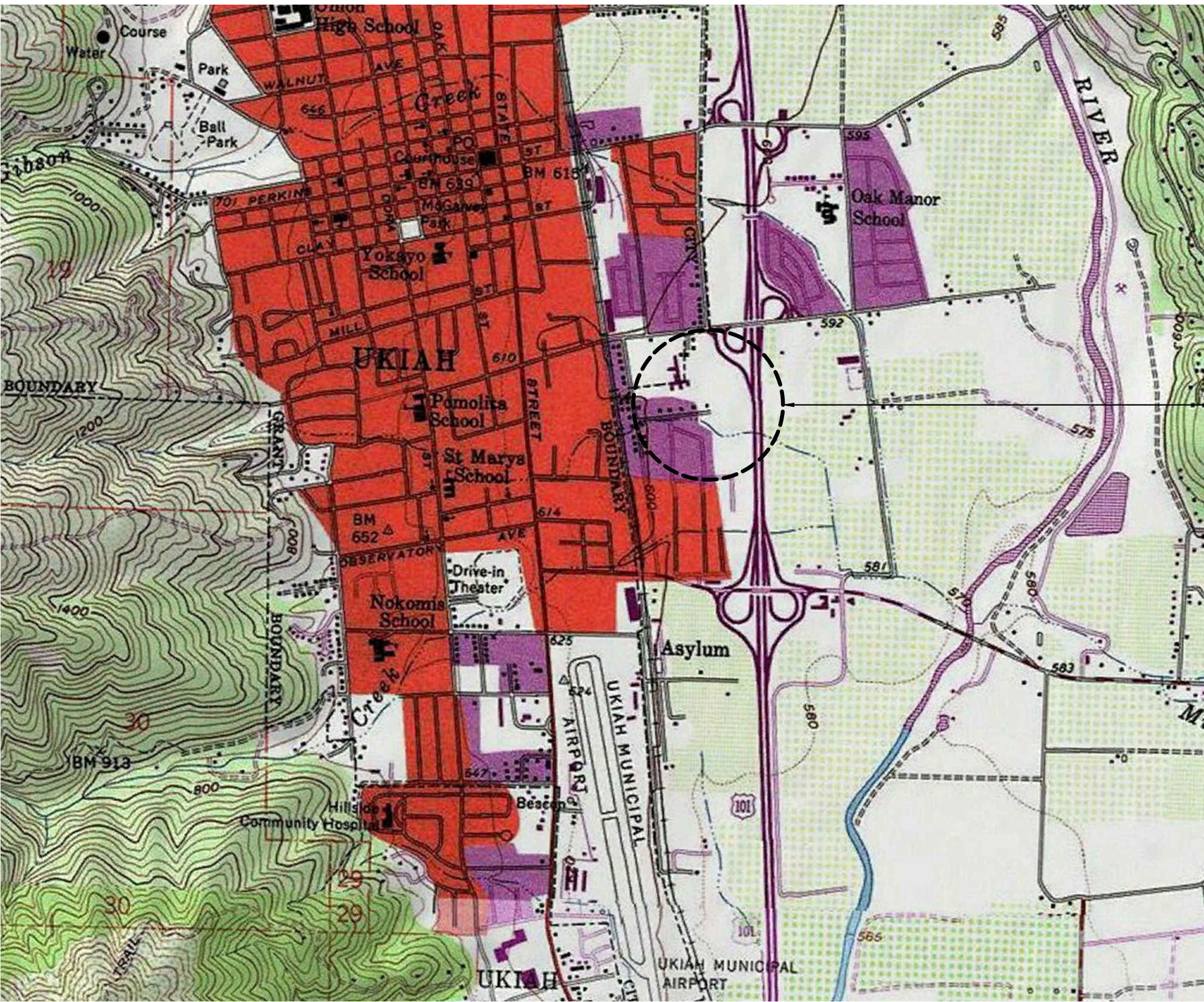
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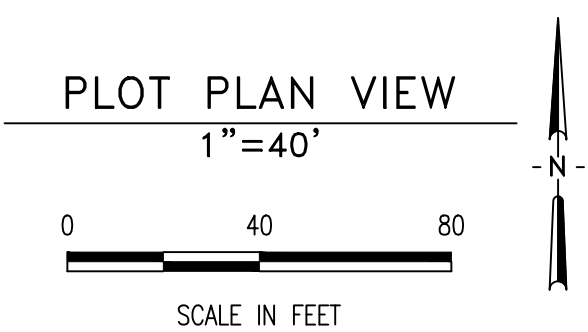
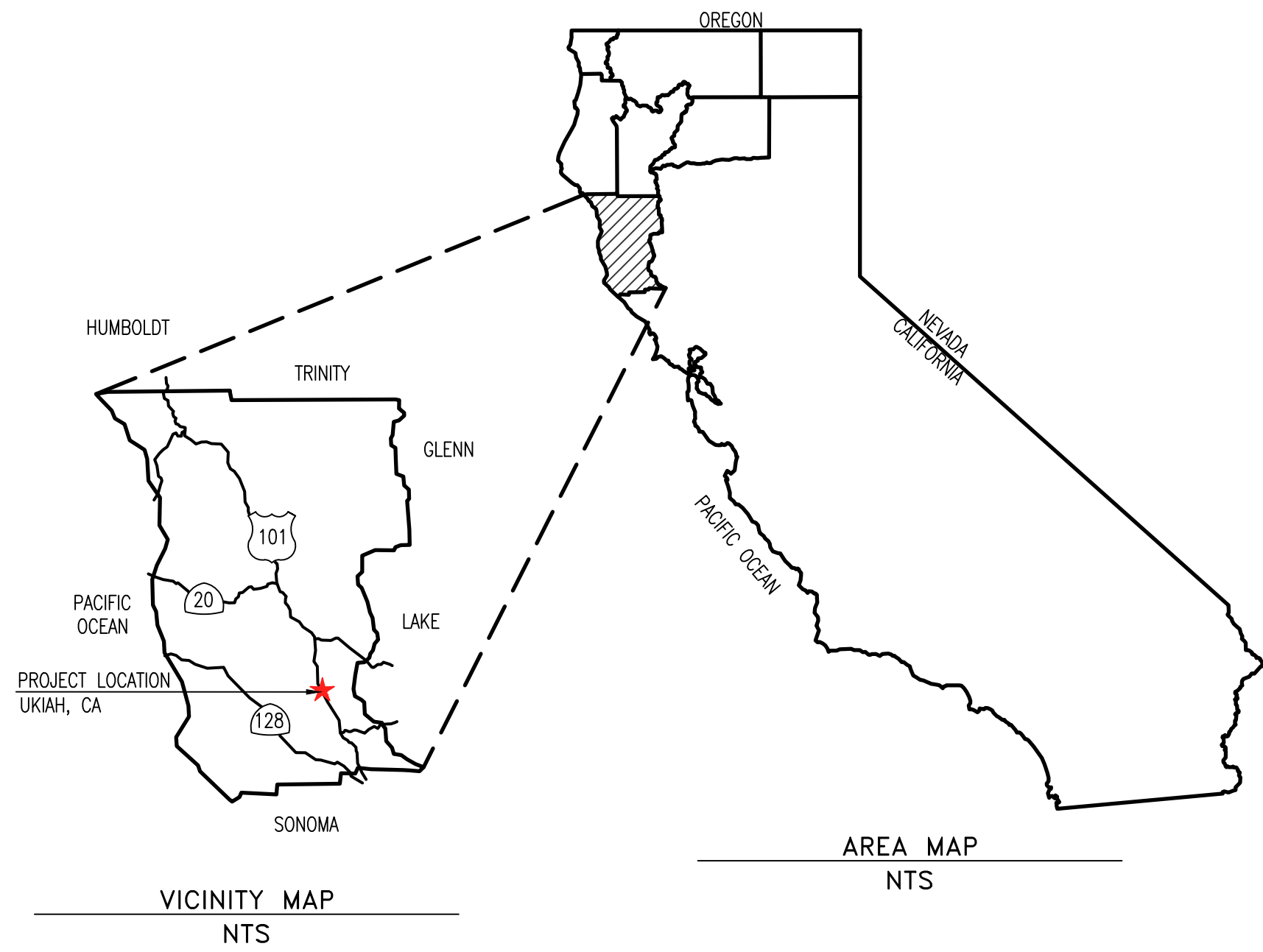
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PROJECT LOCATION
UKIAH, CA

PLOT PLAN

FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY



DRIVEWAY AND GATES:

1. DRIVEWAYS MEET MINIMUM ROAD STANDARDS DESCRIBED ABOVE.
2. DRIVEWAYS LESS THAN 1320' LONG ARE 10' WIDE AND HAVE 15' MINIMUM VERTICAL CLEARANCE AND ARE BUILT TO COUNTY ROAD CATEGORY 1 STANDARD.
3. DRIVEWAYS LONGER THAN 1320' ARE 10'-12' WIDE AND HAVE 15' MINIMUM VERTICAL CLEARANCE WITH INTERVISIBLE TURNOUTS AND ARE BUILT TO COUNTY ROAD CATEGORY 2 STANDARD.
4. DRIVEWAYS EXCEEDING 150' IN LENGTH BUT LESS THAN 800' HAVE A TURNOUT NEAR THE MIDPOINT
5. DRIVEWAYS LONGER THAN 800' HAVE TURNOUTS AT INTERVISIBLE LOCATIONS AT APPROXIMATELY 400' INTERVALS.
6. DRIVEWAYS HAVE MAXIMUM GRADE MEETING STANDARD FOR COUNTY ROAD CATEGORY 1; 7%- 12% (NORMAL); 11%- 18% (TOLERABLE). GRADE IN EXCESS OF 18% MUST DEMONSTRATE CONFORMANCE WITH COUNTY ROADWAY DESIGN MANUAL.
7. DRIVEWAYS HAVE MINIMUM CURVE RADIUS MEETING STANDARD FOR COUNTY ROAD CATEGORY 1; 120' (NORMAL; 50' (TOLERABLE). CURVE RADIUS LESS THAN 50' MUST DEMONSTRATE CONFORMANCE WITH COUNTY ROADWAY DESIGN MANUAL.
8. ALL GATES AT LEAST 2' WIDER THAN THE LANES SERVING THE GATE AND ALLOW A VEHICLE TO STOP WITHOUT BLOCKING TRAFFIC.
9. GATES PROVIDING ACCESS FROM A ROAD TO A DRIVEWAY ARE LOCATED AT LEAST 30' FROM THE ROADWAY EXCEPT AS PROVIDED BELOW.
10. GATES LESS THAN 30' FROM THE ROADWAY ARE PERMITTED WHEN TURNOUTS ARE CONSTRUCTED NEXT TO THE TRAVEL LANES WITH SAFE TURNING MOVEMENTS AND VISIBILITY WHEN APPROACHING FROM EITHER DIRECTION OF TRAVEL.
11. ONE-WAY ROADS ACCESSING GATES HAVE TURNAROUND WITH 40' RADIUS MINIMUM.

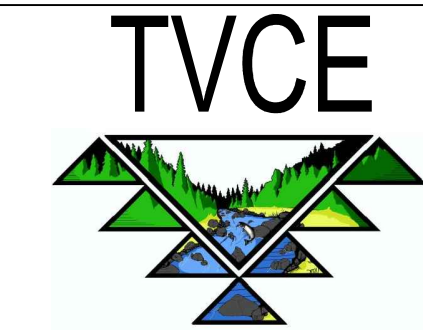
GENERAL NOTES
WATER: DIVERSION (TO BE REMOVED)
WASTEWATER: CITY TO UKIAH UTILITY CONNECTION
POWER: PG&E
PHONE: NONE
CREEKS/STREAMS: MENDOCINO CREEK
TREES TO BE REMOVED: 10
GRADING: SEE GRADING PLAN

SRA REQUIREMENTS
PROVIDE ADEQUATE WATER STORAGE AND DELIVERY AS OUTLINED BY SRA ORDINANCE AND CALFIRE REQUIREMENTS
PROVIDE ADEQUATE TURN AROUND AND PULLOUTS AS OUTLINED BY SRA ORDINANCE REQUIREMENTS AND CALFIRE REQUIREMENTS



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GRADING PLAN

1"=30'

0 30 60

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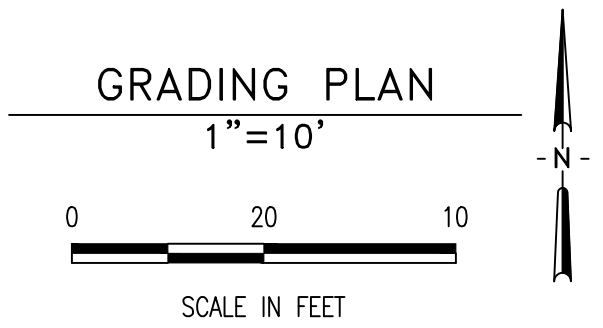
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EXISTING GRADING & DRAINAGE PLAN

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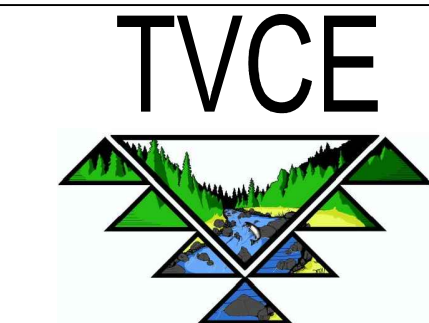
EXISTING GRADING & DRAINAGE PLAN

FOR:
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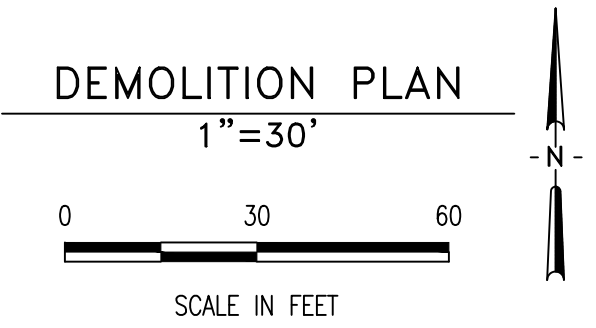
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SCALE: AS SHOWN
TITLE: EXISTING GRADING & DRAINAGE PLAN

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DEMOLITION PLAN

FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY

QUANTITIES	
TYPE	QUANTITY
EXISTING ASPHALT TO BE REMOVED	±3,620.7 SQ. FT.
EXISTING RESIDENCE/GARAGE TO BE REMOVED	±3,911.4 SQ. FT.
EXISTING CONCRETE SIDEWALK TO BE REMOVED	±2,875.5 SQ. FT.
EXISTING FENCE TO BE REMOVED	±266.8 FEET
EXISTING TREE TO BE REMOVED	10 EA

C, G & D GENERAL NOTES

- ALL AREAS DEPICTED ON THIS DRAWING AND DELINEATED BY THE CLEARING ZONE SHALL BE CLEARED IN CLEANE OF VEGETATION, TREE, SHRUBBERY, AND ORGANIC MATTER THAT STANDS IN CONFLICT WITH PROPOSED INFRASTRUCTURE AND IMPROVEMENTS.
- THE DELINEATED AREAS SHALL BE REMOVED OF THE ACCUMULATED DUFF LAYER. VEGETATION AND ACCUMULATED ORGANIC MATTER SHALL BE SCRAPPED FROM THE SIDE SOWN THE NATIVE SOIL LEVELS. ALL ACCUMULATED DUFF AND ORGANIC MATTER SHALL BE REMOVED FROM THE SIDE AND DISPOSED OF IN A MANNER CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS.
- TREE SHALL BE REMOVED COMPLETELY INCLUDING STUMPS, ROOTS, BRANCHES, WOODY, DEBRIS, BARK, AND FLESH. TREES SHALL BE REMOVED FROM THE SITE AND DEPOSITED IN LOCATIONS AUTHORIZED TO RECEIVE SUCH MATERIAL. DISPOSAL SITES WILL NEED TO BE APPROVED BY THE OWNER PRIOR TO CONTRACTOR MOVING MATERIAL FROM SITE. CONTRACTOR WILL BE RESPONSIBLE FOR SECURING A RELEASE OF LIABILITY FROM DISPOSAL FACILITIES ON BEHALF OF THE OWNER.
- VEGETATION AND WOODY DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A MANNER CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS. UPON APPROVAL BY THE OWNER, THE CONTRACTOR MAY CHIP AND MULCH WOODY DEBRIS ON SITE AND DEPOSIT SPOILS IN A ZONE ON SITE DELINEATED AND APPROVED BY THE OWNER. CHIPPED OR OTHERWISE PROCESSED CELLULOSE MATERIAL, TO REMAIN ON SITE, WILL BE USED AS FIBER AND ORGANICS FOR TOPSOIL FOR LANDSCAPE ZONES. ALL SUCH MATERIAL PROCESSED BY THE CONTRACTOR MUST BE DONE SUCH THAT SHIPS AND WOODY DEBRIS AND REDUCED TO NO LARGER THAN FOUR INCH CHUNKS IN ANY ONE DIMENSION AND NO MORE THAN ONE INCH IN ANY OTHER DIMENSION.
- TOPSOIL SHALL BE GATHERED FROM THE CONSTRUCTION ZONES, INCLUDING ALL AREAS SCHEDULED TO RECEIVE ROADS AND BUILDING, AND STOCKPILED IN A LOCATION OUTSIDE OF THE IMMEDIATE DEVELOPMENT ZONE. TOPSOIL SHALL BE HARVESTED AND RETAINED ON SITE TO BE USED IN DESIGNATED LANDSCAPE ZONES THROUGHOUT THE SITE ONCE SUCH ACTIVITIES ARE DEEMED APPROPRIATE DURING THE CONSTRUCTION PROCESS.
- ALL GENERATED AND ACCUMULATED CONSTRUCTION DEBRIS SHALL BE REMOVED ROM THE SITE AND DISPOSED OF IN A MANNER CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS. NO SOLID WASTE WILL BE PERMITTED TO REMAIN ON SITE. NO SOLID WASTE IS TO BE BURIED OR BURNED ONSITE.
- DUST SHALL BE CONTROLLED DURING DEMOLITION PRACTICES IN STRICT ACCORDANCE WITH EROSION AND DUST PALLIATIVE APPLICATION PRACTICES. UNLESS OTHERWISE SPECIFIED, DUST SHALL BE CONTROLLED ON SITE DURING DEMOLITION PRACTICES BY APPLYING WATER TO EXPOSED AND IMPACTED AREAS. WATER SHALL BE APPLIED AR A RATE THAT MINIMIZES DUST CREATION AND RUNOFF.
- TRACKING OF MATERIAL FROM THE SITE ONTO EXISTING ROADWAYS WILL NOT BE TOLERATED. TEMPORARY CONSTRUCTION SITE ENTRANCES SHOULD BE BUILT AR POINTS OF INTERSECTION TO EXISTING ROADWAYS AND PRACTICES SHOULD BE IMPLEMENTED TO REMOVE CONSTRUCTION SITE MATTER FROM VEHICLES AND EQUIPMENT PRIOR TO LEAVING THE CONSTRUCTION SITE.
- EROSION CONTROL MEASURES SHALL BE IMPLEMENTED FOR THE SITE AS SOON AS PRACTICAL AND SHALL BE IN PLACE PRIOR TO EXECUTION OF MAJOR DEMOLITION OPERATIONS.

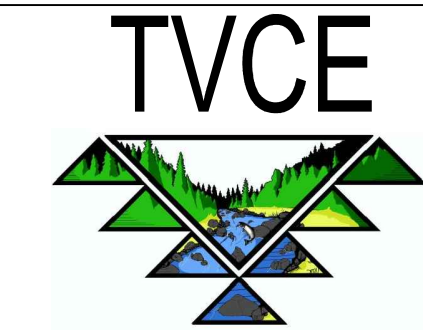
DEMOLITION NOTES

- ALL RUBBLE AND EXCESS MATERIALS GENERATED SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN STRICT ACCORDANCE WITH THE LOCAL LAWS AND REQUIREMENTS.
- ALL EXISTING UTILITIES SHOULD BE FIELD VERIFIED FOR LOCATION PRIOR TO BEGINNING DEMOLITION ACTIVITIES AND BE ADEQUATELY FLAGGED FOR PROTECTION DURING DEMOLITION AND CONSTRUCTION ACTIVITIES.



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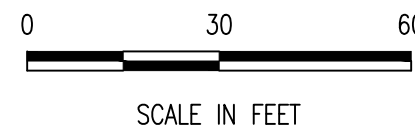
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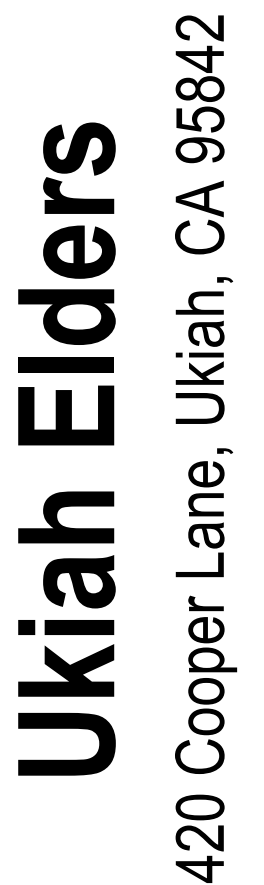


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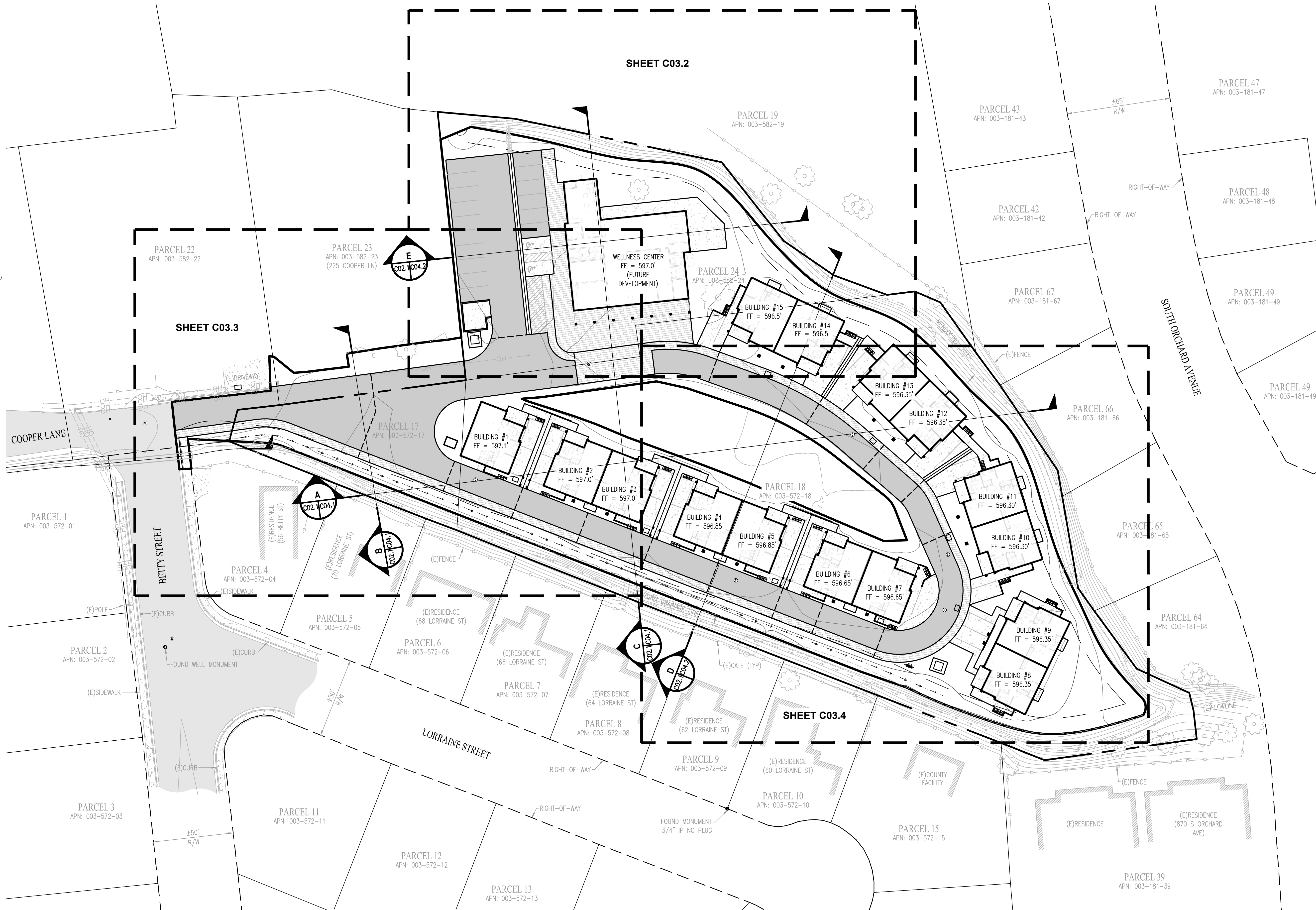
	SURVEY CONTROL / BENCHMARK
	FOUND SURVEY MONUMENT
	EXISTING ASPHALT PAVEMENT
	EXISTING CONCRETE PAVEMENT
	PROPOSED ASPHALT PAVEMENT
	PROPOSED CONCRETE PAVEMENT
	EXISTING FIRE HYDRANT
	EXISTING GATE
	EXISTING GUY WIRE
	EXISTING POLE
	EXISTING TREE
	PROPOSED SEWER CLEAN OUT
	PROPOSED SEWER MANHOLE
	PROPOSED WATER METER
FS	FINISH SURFACE
FL	FLOWLINE
NG	NATURAL GROUND
TC	TOP OF CURB
TW	TOP OF WALL
	PARCEL LINE
	PROPERTY LINE
	RIGHT-OF-WAY
	EXISTING FENCE LINE
	EXISTING OVERHEAD LINE
	EXISTING WATER LINE
	PROPOSED ELECTRIC LINE
	PROPOSED SEWER LINE
	PROPOSED WATER LINE

CUT (CY):	872.17
FILL (CY):	1,516.42
3" ASPHALT (SQ. FT.):	22,470.62
6" BASE ROCK (SQ. FT.):	44,689.03
BLDG CONCRETE SLAB (SQ. FT.):	20,488.65
PAVERS (SQ. FT.):	8,971.33
CONCRETE (SQ. FT.):	13,247.08
CONCRETE CURB (LF):	19.60
VALLEY GUTTER (LF):	193.75
DISTURBED AREA (AC.):	2.368
REGULAR PARKING STALL:	37
HANDICAP PARKING STALL:	2
TOTAL PARKING STALL:	39

NOTE:
CUT AND FILL QUANTITIES ONSITE TO BE PERMANENT

1. ALL EARTHWORK, INCLUDING BUT NOT LIMITED TO, SITE CLEARING, GRUBBING, STRIPPING, AND GRADING WILL BE CONDUCTED DURING DRY WEATHER CONDITIONS. (TYPICALLY APRIL 15 TO OCTOBER 15)
2. ANY UNDOCUMENTED FILL SOILS, FINE-GRAINED RESIDUAL SOILS, AND ANY OTHER DEBRIS ENCOUNTERED AT OR BELOW THE EXISTING GRASS SURFACE SHALL BE REMOVED AT THE LOCATIONS RECEIVING ANY POTENTIAL FILLS.
3. THE SITE SHOULD BE GRADED TO PROVIDE ADEQUATE DRAINAGE SUCH THAT NO WATER IS ALLOWED TO POND ANYWHERE ON THE SITE OR MIGRATE BENEATH FUTURE DEVELOPMENTS.
4. ALL FILL MATERIAL SHALL BE PLACED IN HORIZONTAL LIFTS NOT TO EXCEED EIGHT INCHES (8") IN DEPTH AND SHALL BE COMPACTED MECHANICALLY.
5. ALL FILL MATERIAL SHALL BE FREE OF ORGANICS, ROCKS LARGER THAN 3", WOODY DEBRIS, ROOTS, AND INORGANIC MATERIAL.
6. ALL FILL MATERIAL SHALL HAVE A UNIFORM MOISTURE CONTENT AT OR NEAR OPTIMUM MOISTURE CONTENT AS DETERMINED BY TESTING AND APPROVED BY THE ENGINEER.
7. NON-STRUCTURAL FILL SHALL BE COMPACTED MECHANICALLY TO A FIRM UNYIELDING SURFACE AS APPROVED BY THE ENGINEER.
8. COMPACTION TESTING WILL BE DETERMINED AT THE ENGINEER'S DISCRETION.
9. IT IS RECOMMENDED THAT ANY MATERIAL PROPOSED FOR STRUCTURAL FILL MATERIAL TO SUPPORT ANY FOUNDATIONS OR STRUCTURAL BUILDING ELEMENT AND ASSOCIATED UTILITIES BE COMPACTED AS OUTLINED IN THE SOILS REPORT.
10. ALL FILL SLOPES SHALL BE TO A SMOOTH AND EVEN GRADE, SHALL BE SURFACE TRACKWALKED, AND FINAL GRADES NOT TO EXCEED 2:1 (h:v), WITHOUT ENGINEER APPROVAL.
11. SUFFICIENT TESTING AND INSPECTION SHOULD BE PERFORMED TO MONITOR THE SUITABILITY OF FILL MATERIALS AND ASSURE COMPLIANCE WITH THE RECOMMENDED COMPACTION STANDARDS.

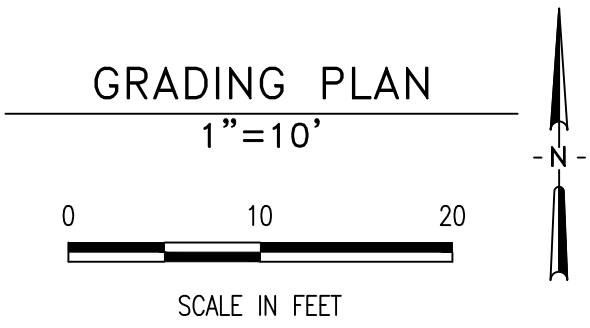
1. ALL AREAS IMPACTED BY GRADING ACTIVITIES SHALL BE REPLANTED WITH GRASS, FOLIAGE, OR OTHER PLANT COVER AS EXISTED PRIOR TO GRADING ACTIVITIES.
2. ALL AREAS REMOVED OF TOPSOIL THAT ARE NOT SCHEDULE TO RECEIVE TRAVEL WARS OR BUILDINGS SHALL BE REPLENISHED WITH TOPSOIL EQUAL TO OR GREATER THAN EXISTED PRIOR TO GRADING ACTIVITIES.
3. ALL IMPORT TOPSOIL SHALL BE FREE OF DELETERIOUS ORGANIC MATERIAL, INVASIVE PLANTS AND STONES AND OTHER MATERIAL OR PLANT COMPOSITES DEEMED UNSUITED FOR THE INTENDED USE.



(P)EARTHWORK QUANTITIES:	
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FILL (CY):	1,516.42
3" ASPHALT (SQ. FT.):	22,470.62
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BLDG CONCRETE SLAB (SQ. FT.):	20,488.65
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NOTE: CUT AND FILL QUANTITIES ONSITE TO BE PERMANENT	

PROPOSED GRADING PLAN

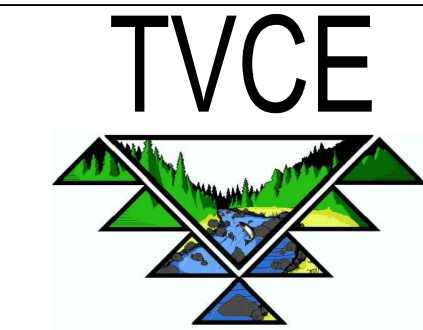
FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY



LEGEND			
	SURVEY CONTROL / BENCHMARK	FS	FINISH SURFACE
	FOUND SURVEY MONUMENT	FL	FLOWLINE
	EXISTING ASPHALT PAVEMENT	NG	NATURAL GROUND
	EXISTING CONCRETE PAVEMENT	TC	TOP OF CURB
	PROPOSED ASPHALT PAVEMENT	TW	TOP OF WALL
	PROPOSED CONCRETE PAVEMENT		PARCEL LINE
	EXISTING FIRE HYDRANT		PROPERTY LINE
	EXISTING GATE		RIGHT-OF-WAY LINE
	EXISTING GUY WIRE		EXISTING FENCE LINE
	EXISTING POLE	--- OH --- OH ---	EXISTING OVERHEAD LINE
	EXISTING TREE	--- W --- W ---	EXISTING WATER LINE
	PROPOSED SEWER CLEAN OUT	--- E --- E ---	PROPOSED ELECTRIC LINE
	PROPOSED SEWER MANHOLE	--- SS --- SS ---	PROPOSED SEWER LINE
	PROPOSED WATER METER	--- W --- W ---	PROPOSED WATER LINE
	ELECTRIC PULL BOX		

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CHECKED BY: RH
ISSUE DATE: JUNE 2025
SCALE: AS SHOWN
TITLE: PROPOSED GRADING PLAN

SHEET:

C03.2

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△

SURVEY CONTROL / BENCHMARK

●

FOUND SURVEY MONUMENT

EXISTING ASPHALT PAVEMENT

EXISTING CONCRETE PAVEMENT

PROPOSED ASPHALT PAVEMENT

PROPOSED CONCRETE PAVEMENT

EXISTING FIRE HYDRANT

EXISTING GATE

EXISTING GUY WIRE

EXISTING POLE

EXISTING TREE

PROPOSED SEWER CLEAN OUT

PROPOSED SEWER MANHOLE

PROPOSED WATER METER

EPB

FS

FINISH SURFACE

FL

FLOWLINE

NG

NATURAL GROUND

TC

TOP OF CURB

TW

TOP OF WALL

PARCEL LINE

PROPERTY LINE

RIGHT-OF-WAY

EXISTING FENCE LINE

OH

EXISTING OVERHEAD LINE

W

EXISTING WATER LINE

E

PROPOSED ELECTRIC LINE

SS

PROPOSED SEWER LINE

W

PROPOSED WATER LINE

GRADING PLAN

1"=10'

0

10

20

SCALE IN FEET

PROPOSED GRADING PLAN

FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY

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The main grading plan shows several parcels with detailed engineering information. Parcel 22 (APN: 003-582-22) is at the top left, Parcel 17 (APN: 003-572-17) is in the center, and Parcels 4, 5, 6, and 7 are at the bottom. The plan includes numerous elevation points (e.g., (P)597.60FS, (P)596.46FS), slope percentages (e.g., (P)0.8%, (P)1.0%), and infrastructure details like parking stalls, building footprints, and utility lines. A north arrow and a scale of 1"=10' are provided in the upper left. The plan also shows existing and proposed features like fences, trees, and property boundaries.

SHEET C03.2

SHEET C03.2

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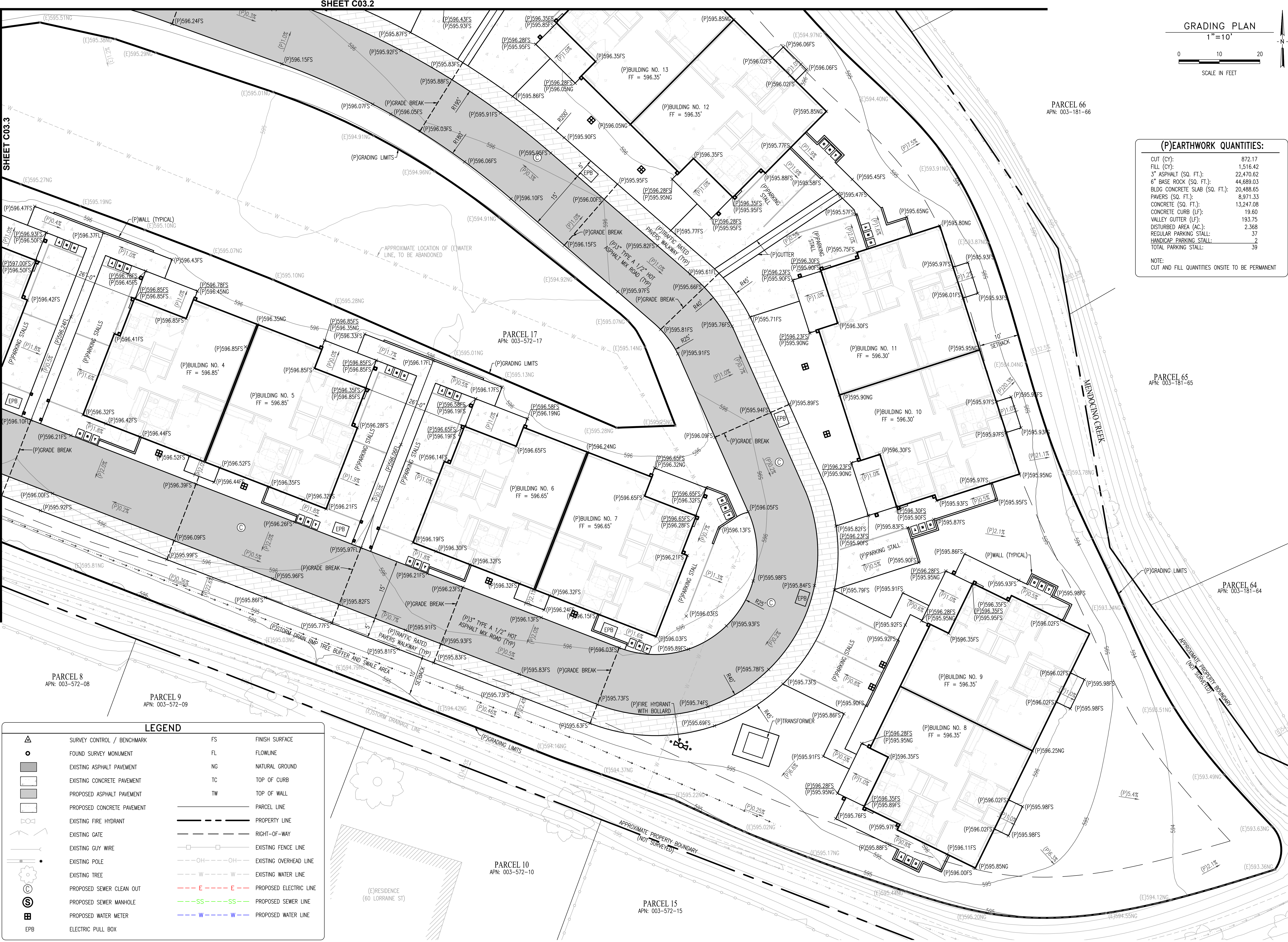
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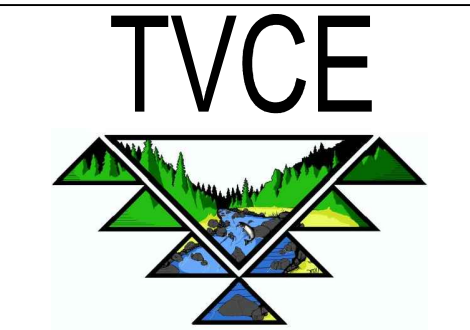
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	FOUND SURVEY MONUMENT	FL	FLOWLINE
	EXISTING ASPHALT PAVEMENT	NG	NATURAL GROUND
	EXISTING CONCRETE PAVEMENT	TC	TOP OF CURB
	PROPOSED ASPHALT PAVEMENT	TW	TOP OF WALL
	PROPOSED CONCRETE PAVEMENT		PARCEL LINE
	EXISTING FIRE HYDRANT	---	PROPERTY LINE
	EXISTING GATE	---	RIGHT-OF-WAY
	EXISTING GUY WIRE	---	EXISTING FENCE LINE
	EXISTING POLE	---OH---OH---	EXISTING OVERHEAD LINE
	EXISTING TREE	---W---W---	EXISTING WATER LINE
	PROPOSED SEWER CLEAN OUT	---E---E---	PROPOSED ELECTRIC LINE
	PROPOSED SEWER MANHOLE	---SS---SS---	PROPOSED SEWER LINE
	PROPOSED WATER METER	---W---W---	PROPOSED WATER LINE
	ELECTRIC PULL BOX		

PROPOSED UTILITY PLAN

FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY

GRADING PLAN
1"=20'
0 20 40
SCALE IN FEET

N
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Indian Housing
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Ukiah, CA 95482



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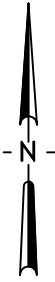
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LEGEND			
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	FOUND SURVEY MONUMENT	FL	FLOWLINE
	EXISTING ASPHALT PAVEMENT	NG	NATURAL GROUND
	EXISTING CONCRETE PAVEMENT	TC	TOP OF CURB
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	EXISTING POLE	---OH---OH---	EXISTING OVERHEAD LINE
	EXISTING TREE	---W---W---	EXISTING WATER LINE
	PROPOSED SEWER CLEAN OUT	---E---E---	PROPOSED ELECTRIC LINE
	PROPOSED SEWER MANHOLE	---SS---SS---	PROPOSED SEWER LINE
	PROPOSED WATER METER	---W---W---	PROPOSED WATER LINE
	ELECTRIC PULL BOX		

PROPOSED ELECTRIC UTILITY PLAN

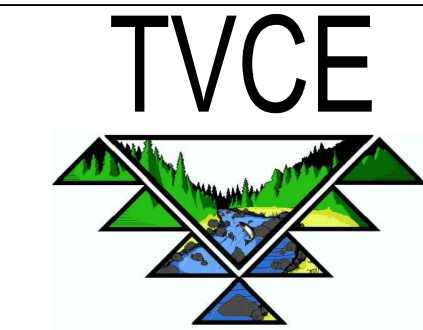
FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY

GRADING PLAN
1"=20'
0 20 40
SCALE IN FEET



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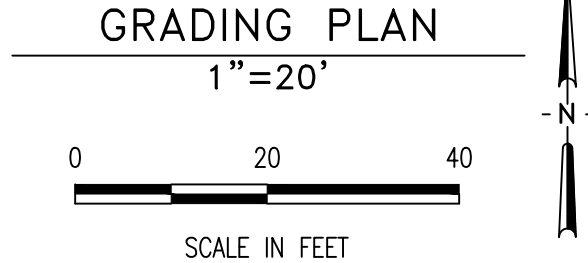
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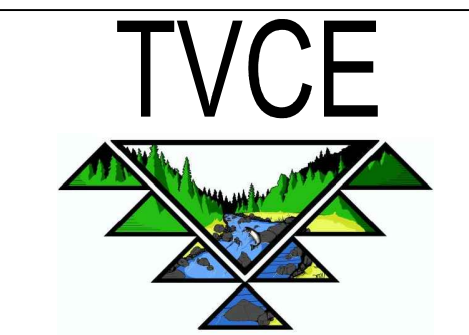
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	FOUND SURVEY MONUMENT	FL	FLOWLINE
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	EXISTING CONCRETE PAVEMENT	TC	TOP OF CURB
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	EXISTING POLE	---OH---OH---	EXISTING OVERHEAD LINE
	EXISTING TREE	---W---W---	EXISTING WATER LINE
	PROPOSED SEWER CLEAN OUT	---E---E---	PROPOSED ELECTRIC LINE
	PROPOSED SEWER MANHOLE	---SS---SS---	PROPOSED SEWER LINE
	PROPOSED WATER METER	---W---W---	PROPOSED WATER LINE
	ELECTRIC PULL BOX		

PROPOSED SANITARY SEWER PLAN

FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY



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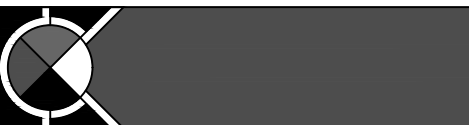


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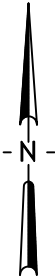
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LEGEND			
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	EXISTING CONCRETE PAVEMENT	TC	TOP OF CURB
	PROPOSED ASPHALT PAVEMENT	TW	TOP OF WALL
	PROPOSED CONCRETE PAVEMENT		PARCEL LINE
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	EXISTING TREE	---W---	EXISTING WATER LINE
	PROPOSED SEWER CLEAN OUT	---E---	PROPOSED ELECTRIC LINE
	PROPOSED SEWER MANHOLE	---SS---	PROPOSED SEWER LINE
	PROPOSED WATER METER	---W---	PROPOSED WATER LINE
	ELECTRIC PULL BOX		

PROPOSED WATER UTILITY PLAN

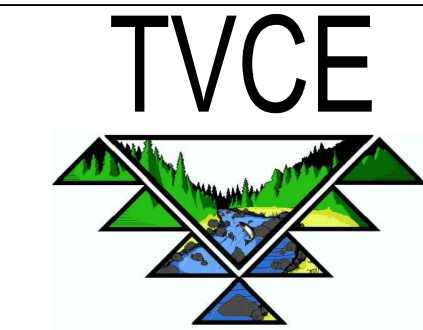
FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY

GRADING PLAN
1"=20'
0 20 40
SCALE IN FEET



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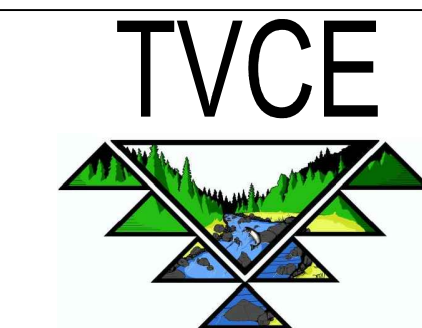
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SCALE: AS SHOWN
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NO.	ISSUE	DATE

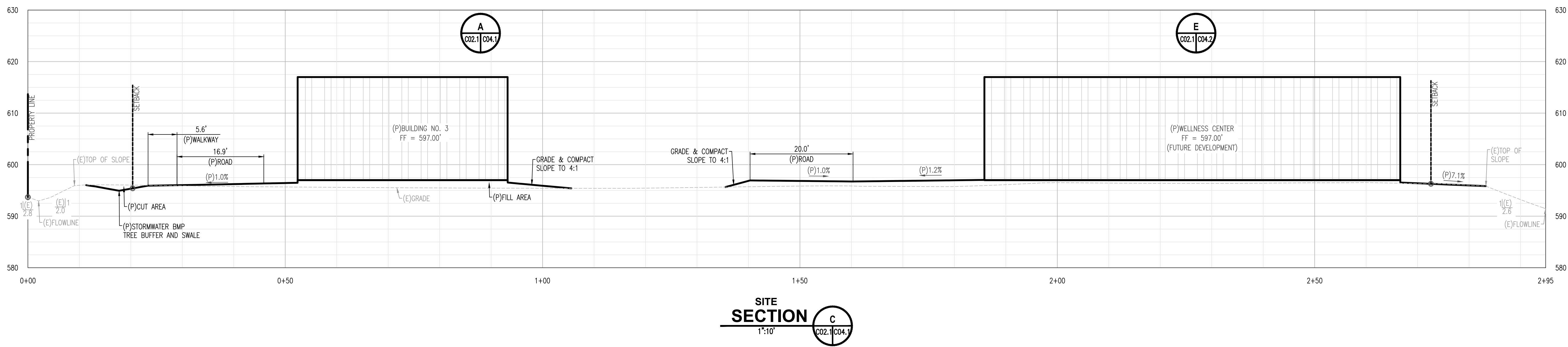
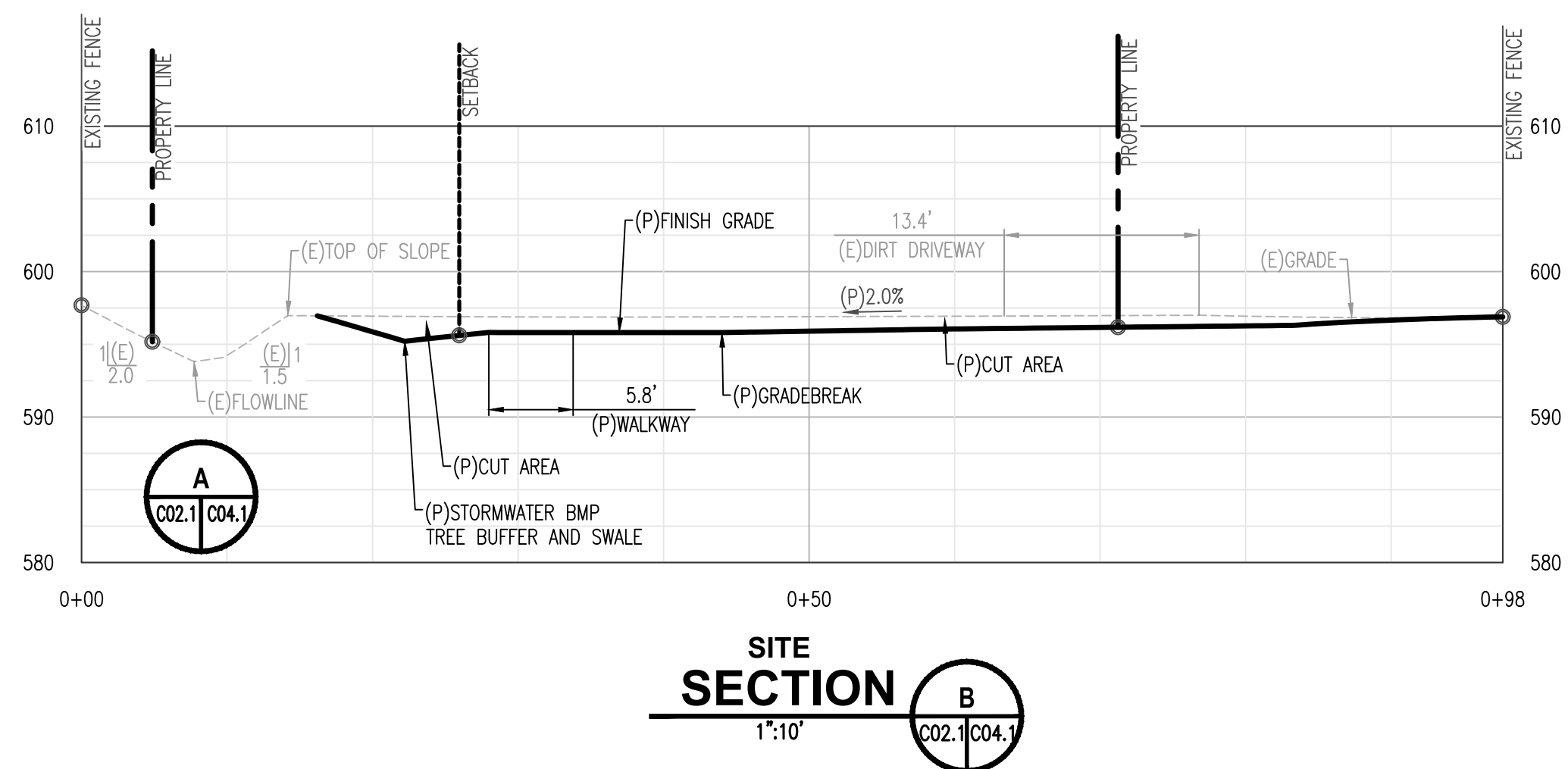
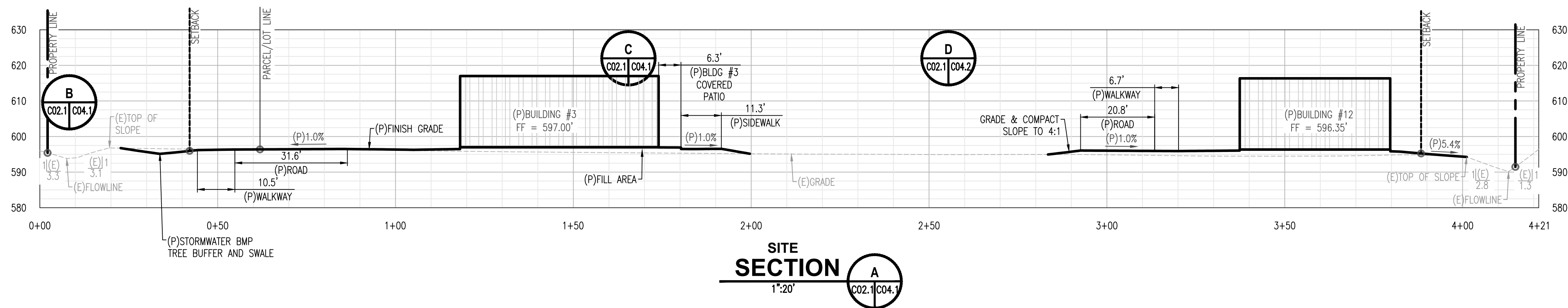
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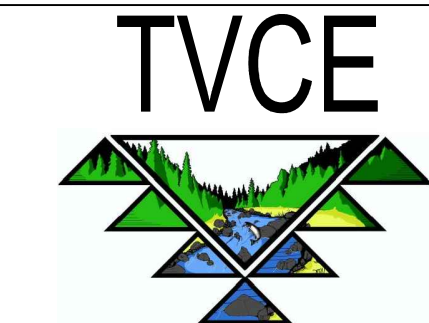
SITE SECTIONS

SHEET:

C04.1

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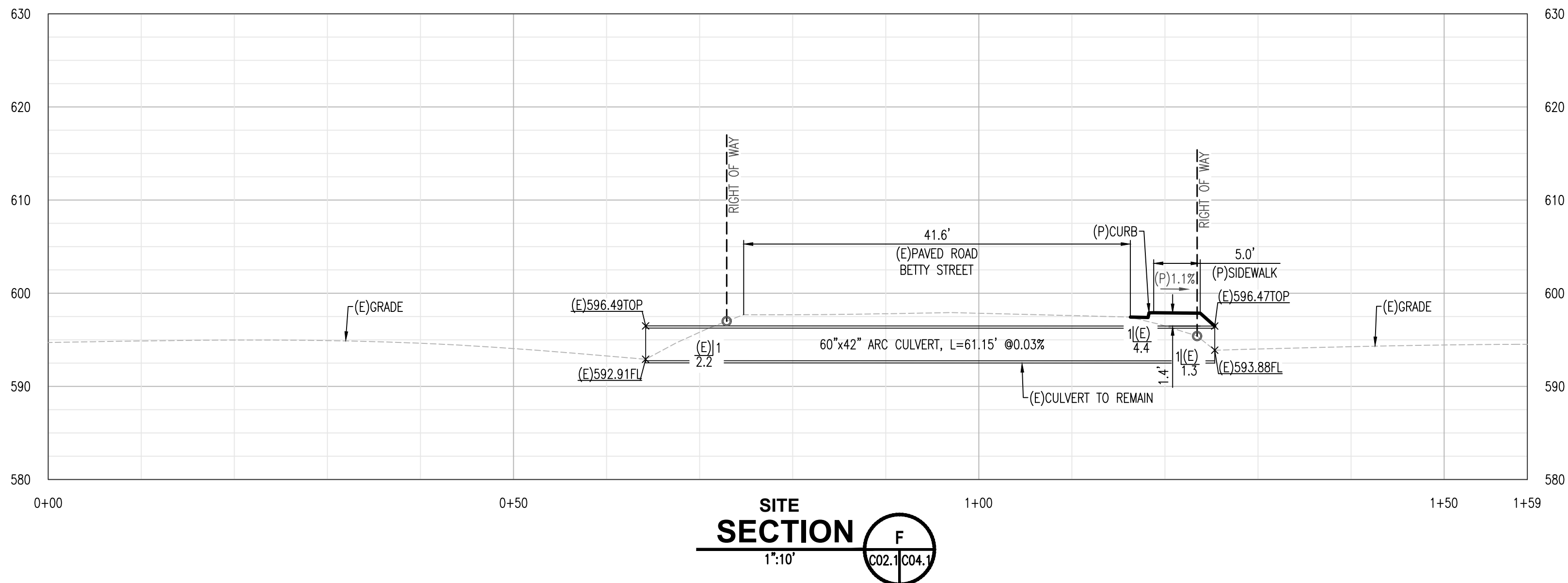
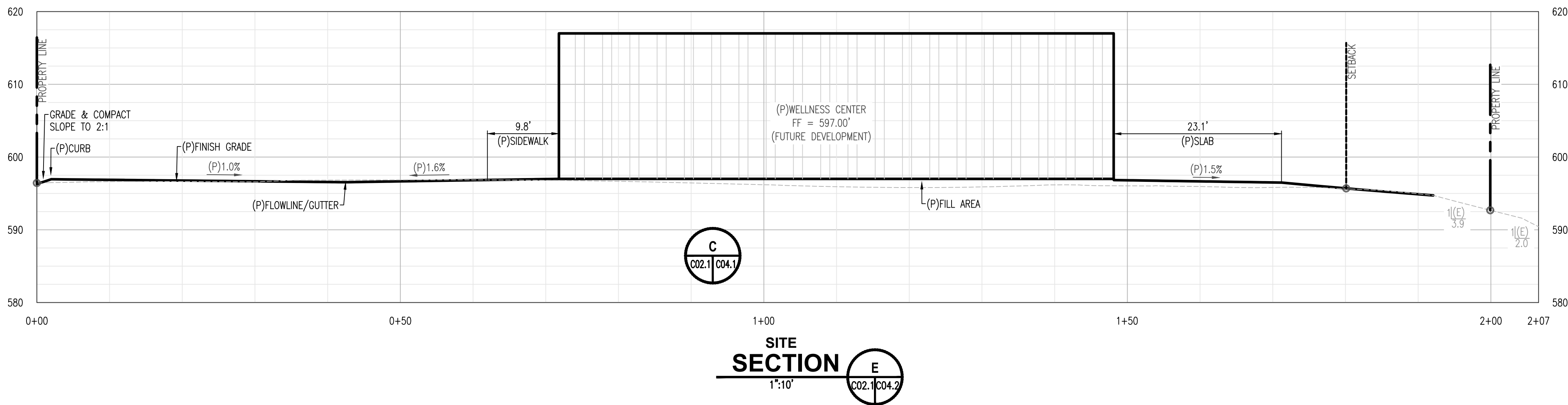
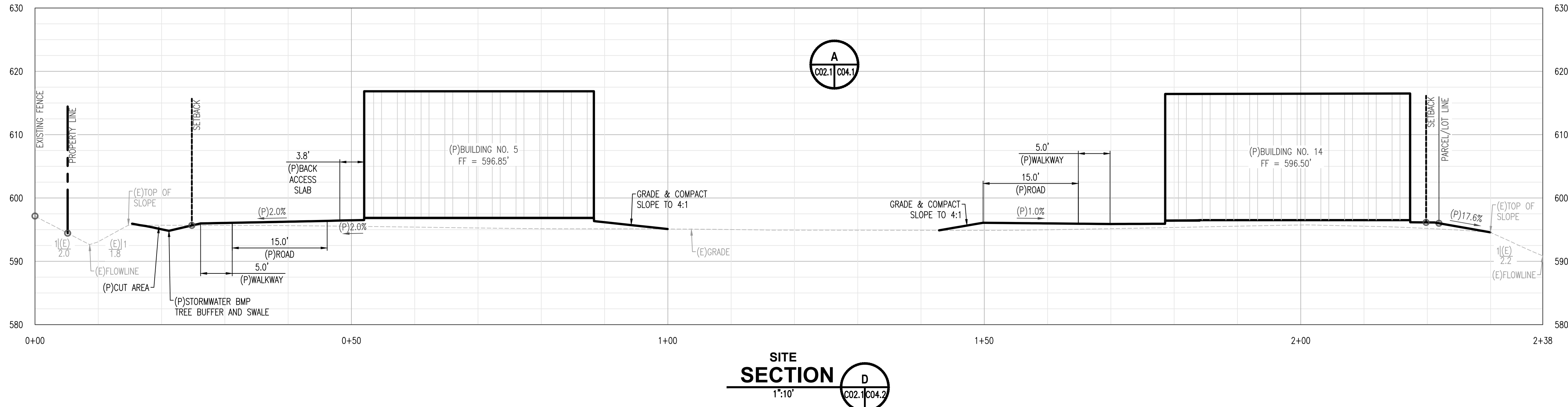
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JOB NUMBER: 1647
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ISSUE DATE: JUNE 2025
SCALE: AS SHOWN
TITLE: SITE SECTIONS

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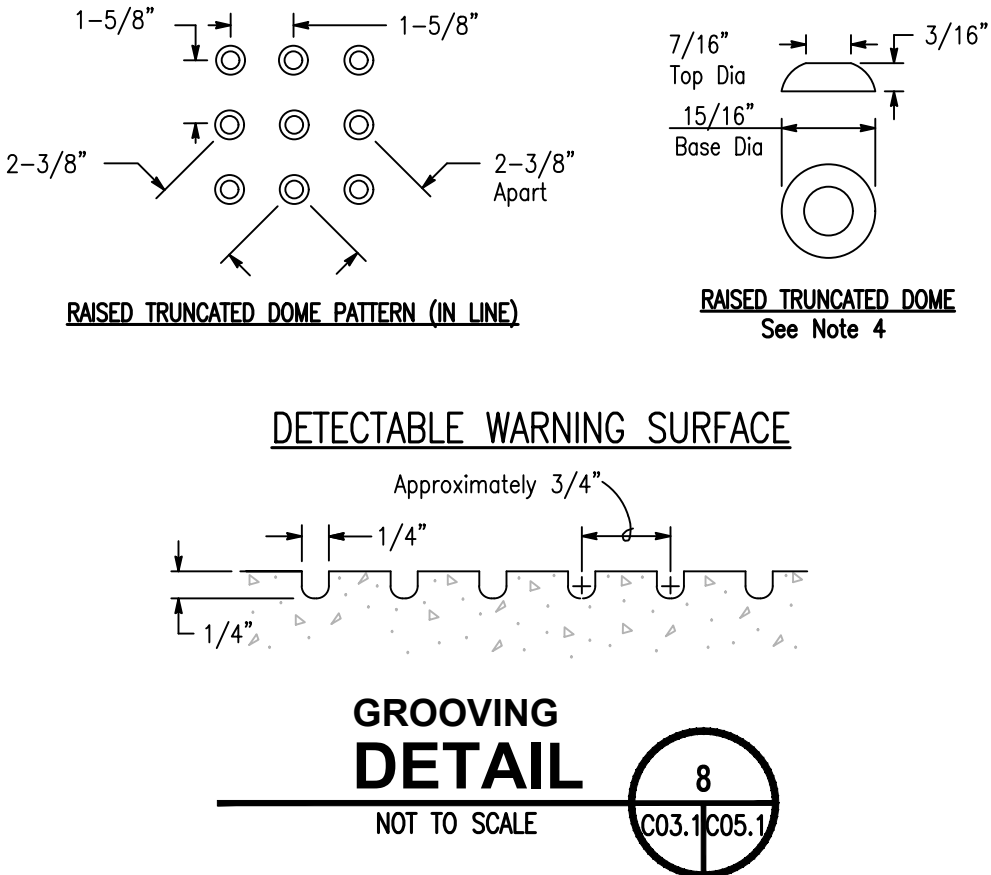
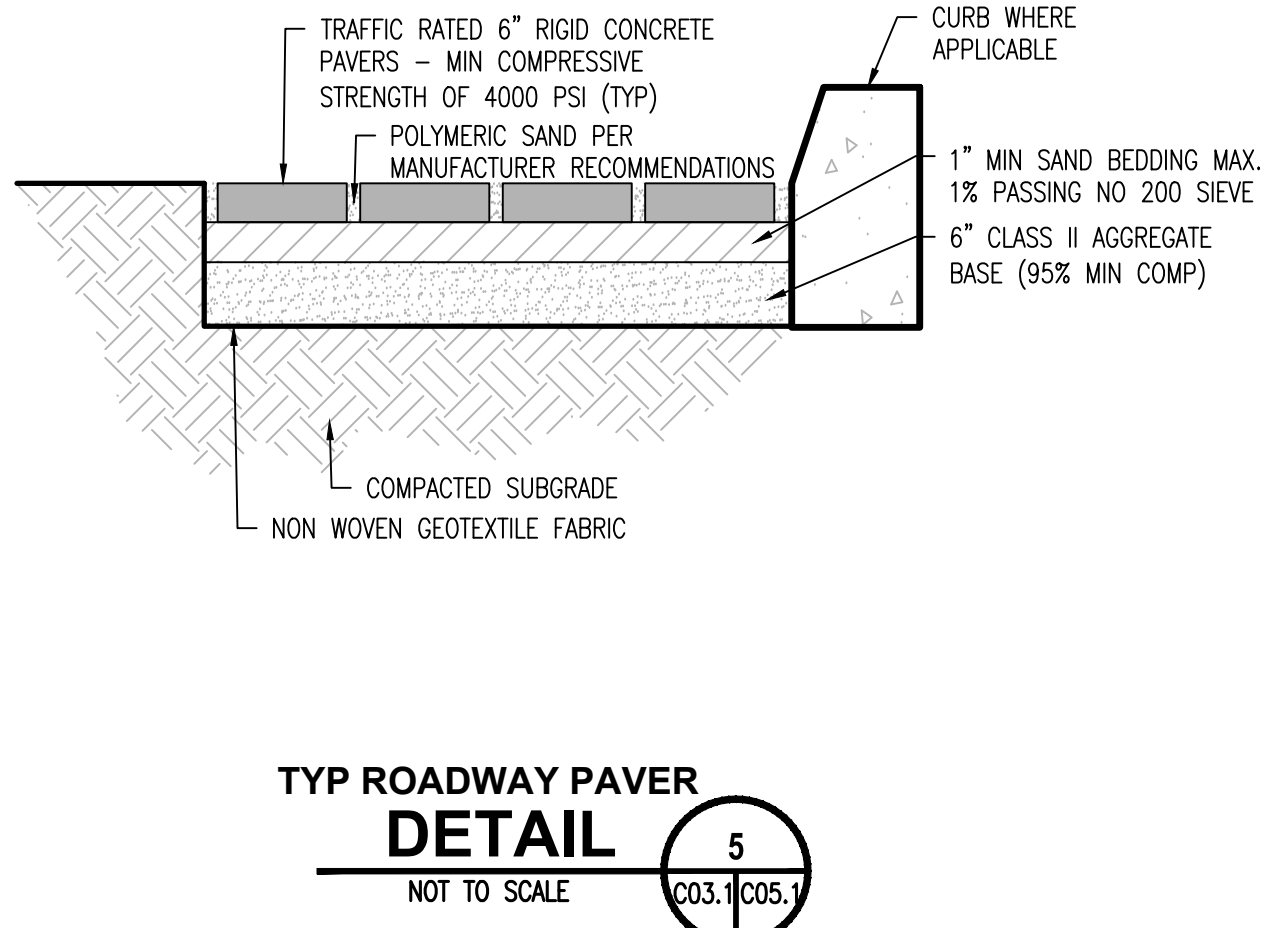
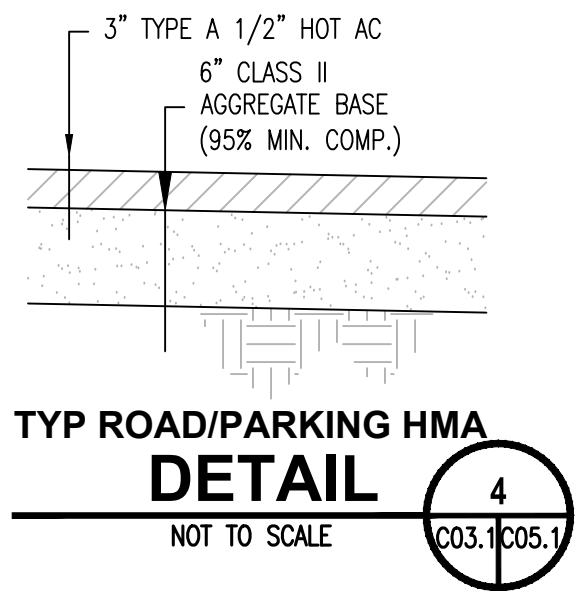
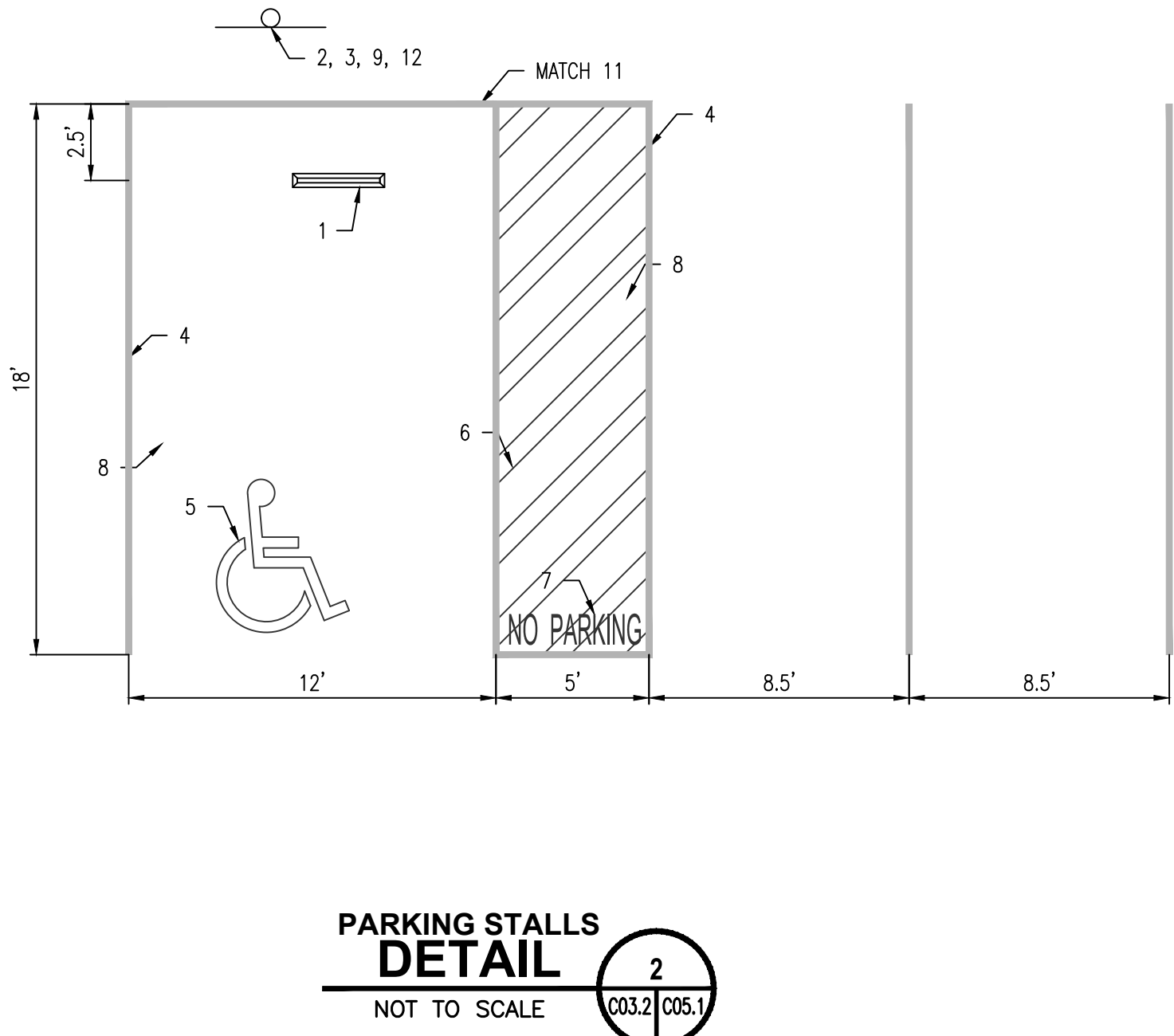
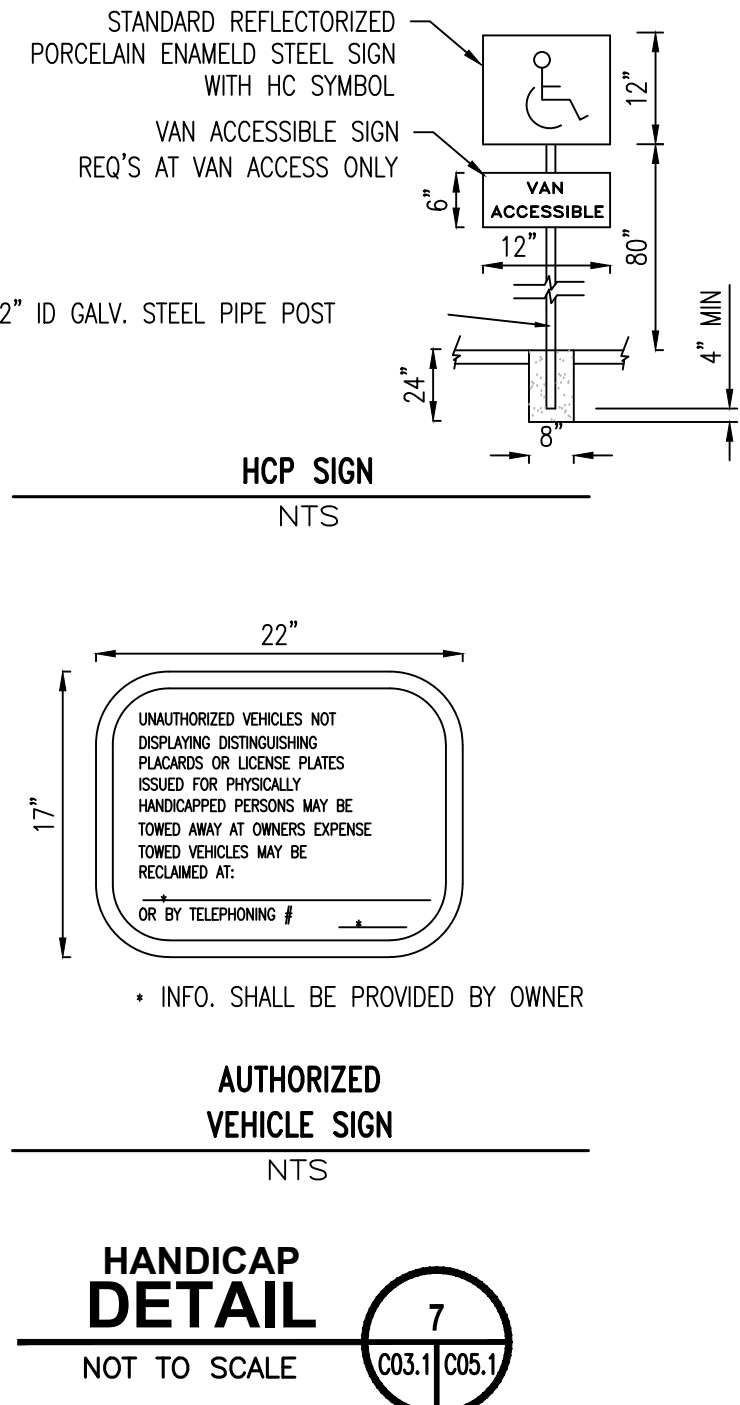
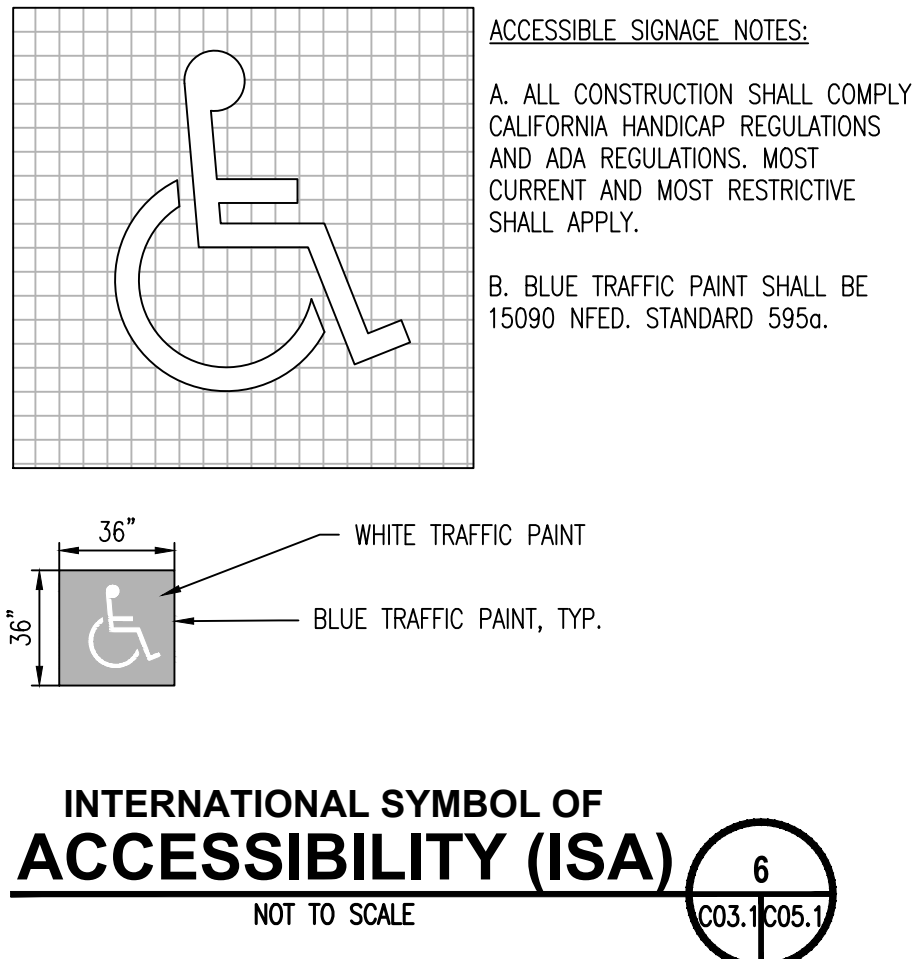
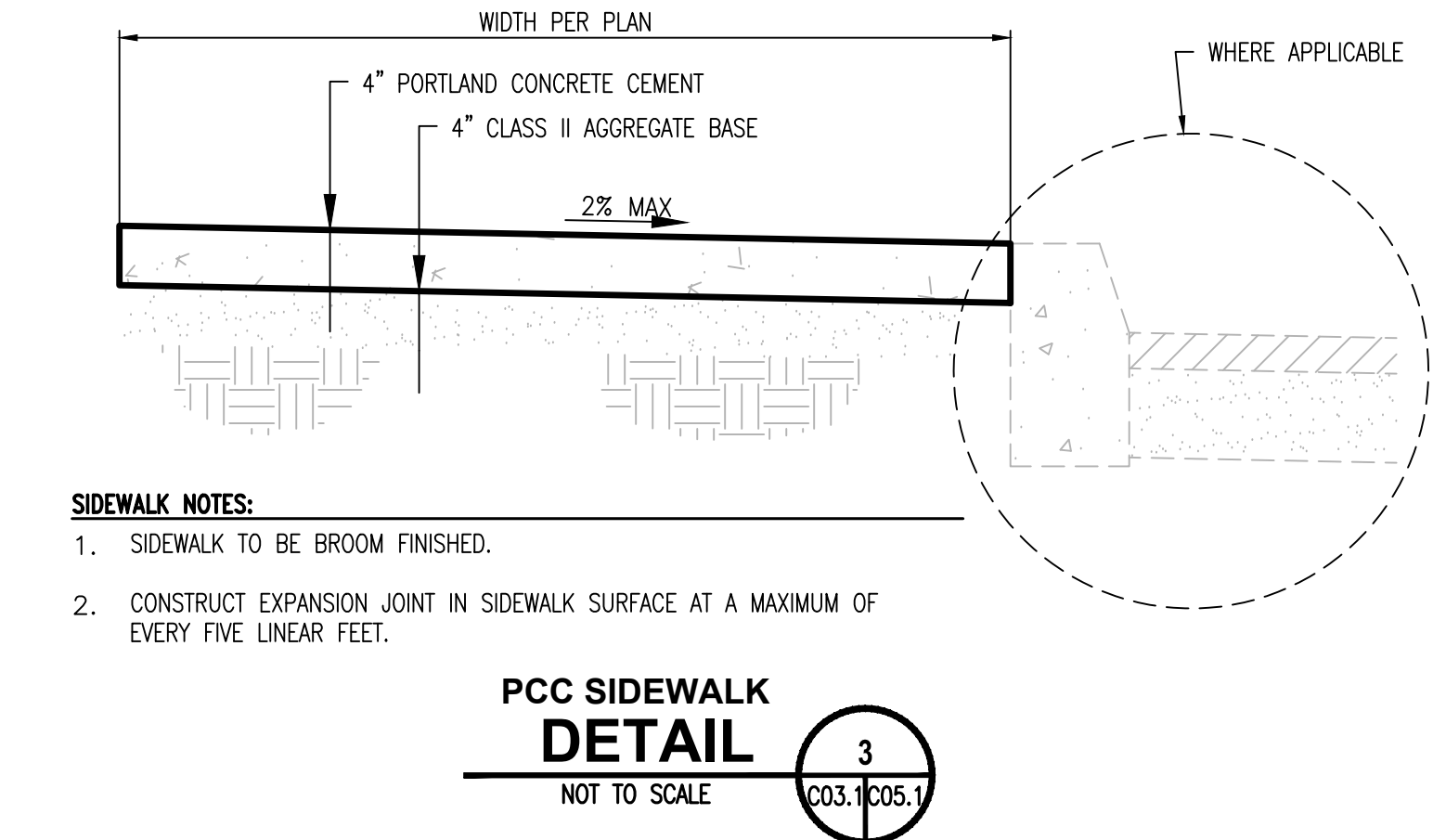
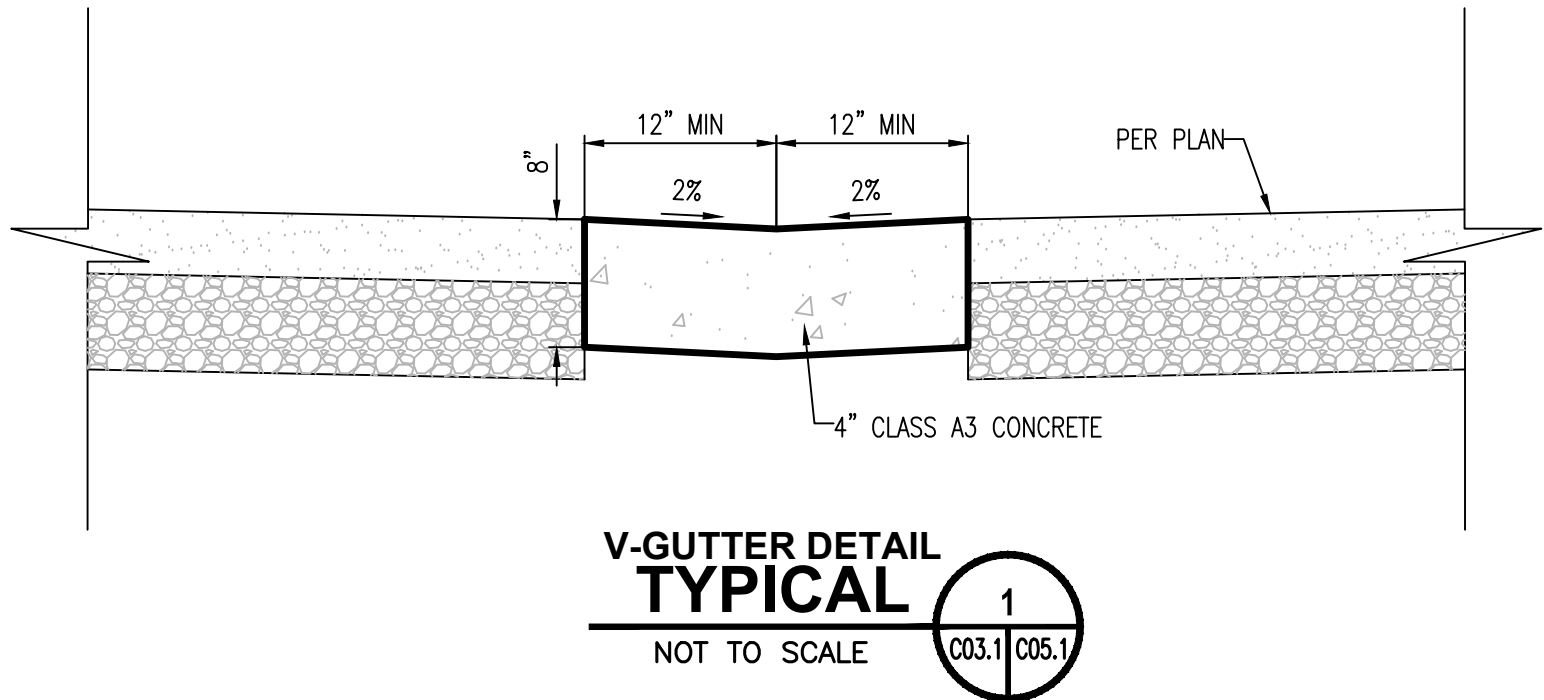
GRADING NOTES:

1. ALL EARTHWORK, INCLUDING BUT NOT LIMITED TO, SITE CLEARING, GRUBBING, STRIPPING, AND GRADING WILL BE CONDUCTED DURING DRY WEATHER CONDITIONS. (TYPICALLY APRIL 15 TO OCTOBER 15)
2. ANY UNDOCUMENTED FILL SOILS, FINE-GRAINED RESIDUAL SOILS, AND ANY OTHER DEBRIS ENCOUNTERED AT OR BELOW THE EXISTING GROUND SURFACE SHALL BE REMOVED AT THE LOCATIONS RECEIVING ANY POTENTIAL FILLS.
3. THE SITE SHOULD BE GRADED TO PROVIDE ADEQUATE DRAINAGE SUCH THAT NO WATER IS ALLOWED TO POND ANYWHERE ON THE SITE OR MIGRATE BENEATH FUTURE DEVELOPMENTS.
4. ALL FILL MATERIAL SHALL BE PLACED IN HORIZONTAL LIFTS NOT TO EXCEED EIGHT INCHES (8") IN DEPTH AND SHALL BE COMPACTED MECHANICALLY.
5. ALL FILL MATERIAL SHALL BE FREE OF ORGANICS, ROCKS LARGER THAN 3"Ø, WOODY DEBRIS, ROOTS, AND INORGANIC MATERIAL.
6. ALL FILL MATERIAL SHALL HAVE A UNIFORM MOISTURE CONTENT AT OR NEAR OPTIMUM MOISTURE CONTENT AS DETERMINED BY TESTING AND APPROVED BY THE ENGINEER.
7. NON-STRUCTURAL FILL SHALL BE COMPACTED MECHANICALLY TO A FIRM UNYIELDING SURFACE AS APPROVED BY THE ENGINEER.
8. COMPACTION TESTING WILL BE DETERMINED AT THE ENGINEER'S DISCRETION.
9. IT IS RECOMMENDED THAT ANY MATERIAL PROPOSED FOR STRUCTURAL FILL MATERIAL TO SUPPORT ANY FOUNDATIONS OR STRUCTURAL BUILDING ELEMENT AND ASSOCIATED UTILITIES BE COMPACTED AS OUTLINED IN THE SOILS REPORT.
10. ALL FILL SLOPES SHALL BE TO A SMOOTH AND EVEN GRADE, SHALL BE SURFACE TRACKWALKED, AND FINAL GRADES NOT TO EXCEED 2:1 (h:v), WITHOUT ENGINEER APPROVAL.
11. SUFFICIENT TESTING AND INSPECTION SHOULD BE PERFORMED TO MONITOR THE SUITABILITY OF FILL MATERIALS AND ASSURE COMPLIANCE WITH THE RECOMMENDED COMPACTION STANDARDS.

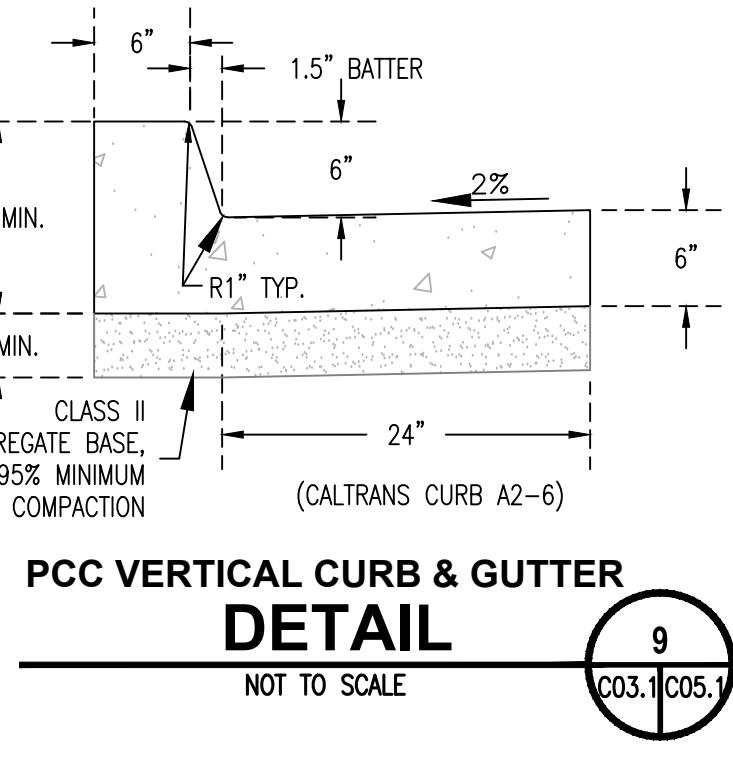
CLEARING, GRUBBING, & DEMOLITION NOTES:

1. TREES SCHEDULED TO BE REMOVED SHALL BE REMOVED COMPLETELY INCLUDING STUMPS, ROOTS, BRANCHES, WOODY DEBRIS, BARK, AND FLESH. TREES SHALL BE REMOVED FROM THE SITE AND DEPOSITED IN LOCATIONS DESIGNATED BY THE OWNER.
2. VEGETATION AND WOODY DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A MANNER CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS.
3. ALL GENERATED AND ACCUMULATED CONSTRUCTION DEBRIS SHALL BE REMOVED FROM THE SITE AND DISPOSED OF IN A MANNER CONSISTENT WITH APPLICABLE LAWS AND REGULATIONS.
4. ALL AREAS WITH GENERATED VOIDS FROM DEMOLITION ACTIVITIES SHALL BE BACKFILLED WITH NATIVE SOIL TO FINISH GRADE IN 1' MAXIMUM VERTICAL LIFTS SUFFICIENTLY COMPACTED TO ELIMINATE SUBSIDENCE.
5. DUST CONTROL SHALL BE MAINTAINED DURING DEMOLITION PRACTICES.
6. TRACKING OF MATERIAL FROM THE SITE ONTO EXISTING ROADWAYS WILL NOT BE TOLERATED. TEMPORARY CONSTRUCTION SITE ENTRANCES SHOULD BE BUILT AT POINTS OF INTERSECTION TO EXISTING ROADWAYS AND PRACTICES SHOULD BE IMPLEMENTED TO REMOVE CONSTRUCTION MATTER FROM VEHICLES AND EQUIPMENT PRIOR TO LEAVING THE CONSTRUCTION SITE.
7. EROSION CONTROL MEASURES SHALL BE IMPLEMENTED FOR THE SITE AS SOON AS PRACTICAL AND SHALL BE IN PLACE PRIOR TO EXECUTION OF MAJOR DEMOLITION OPERATIONS.

FILL PLACEMENT LOCATION	COMPACTION RECOMMENDATIONS (ASTM D 1557-MODIFIED PROCTOR)	MOISTURE CONTENT (PERCENT OPTIMUM)
STRUCTURAL FILL SUPPORTING FOOTING	90%	-1 TO +3 PERCENT
STRUCTURAL FILL SUPPORTING SLABS-ON-GRADE	90%	-1 TO +3 PERCENT
STRUCTURAL FILL PLACED WITHIN 3 FEET BEYOND THE PERIMETER OF THE BUILDING PAD	90%	-1 TO +3 PERCENT
UTILITY TRENCHES WITHIN BUILDING AND ANY PAVEMENT AREAS	95%	-1 TO +3 PERCENT
UTILITY TRENCHES BENEATH LANDSCAPE AND GRASS AREAS	90%	-1 TO +3 PERCENT

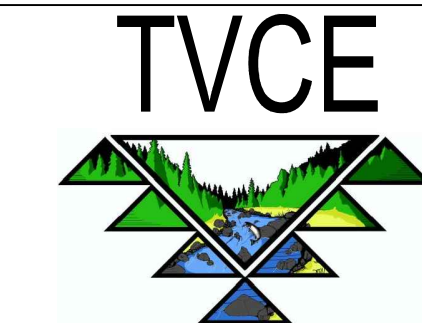


- NOTES:
1. CAR STOP
 2. DISABLE PARKING SPACE IDENTIFICATION SIGNAGE 70 -SQUARE INCHES (MIN) & 80"-INH MIN. HEIGHT
 3. SIGN STATING THE "MINIMUM FIN OF \$250.0"
 4. 4" WIDE BLUE PARKING STALL DESIGNATION STRIPE. SEE SITE PLAN FOR ADDITIONAL STRIPING.
 5. INTERNATIONAL SYMBOL OF ACCESSIBILITY PAINTED WHITE, MIN. 36" x 36"
 6. 4" WIDE BLUE STRIPING DESIGNATING NON-PARKING ACCESS AISLE, 36" O/C
 7. "NO PARKING" PAINTED IN WHITE, 12" HEIGHT LETTERS
 8. PAVED SURFACE, 2% MAX. SLOPE IN ANY DIRECTION
 9. "VAN ACCESSIBLE" SIGNAGE
 10. 8'-0" MIN. FOR VAN ACCESSIBLE SPACE
 11. A.C. MATCH WALK
 12. PROPOSED UNAUTHORIZED PARKING SIGN PER DETAIL
 13. 2% MAX SLOPE IN ONE DIRECTION



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Indian Housing
Authority

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castello kennedy
LANDSCAPE ARCHITECTURE

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San Rafael, CA 94901
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Ukiah Elders
420 Cooper Lane, Ukiah, CA 95842

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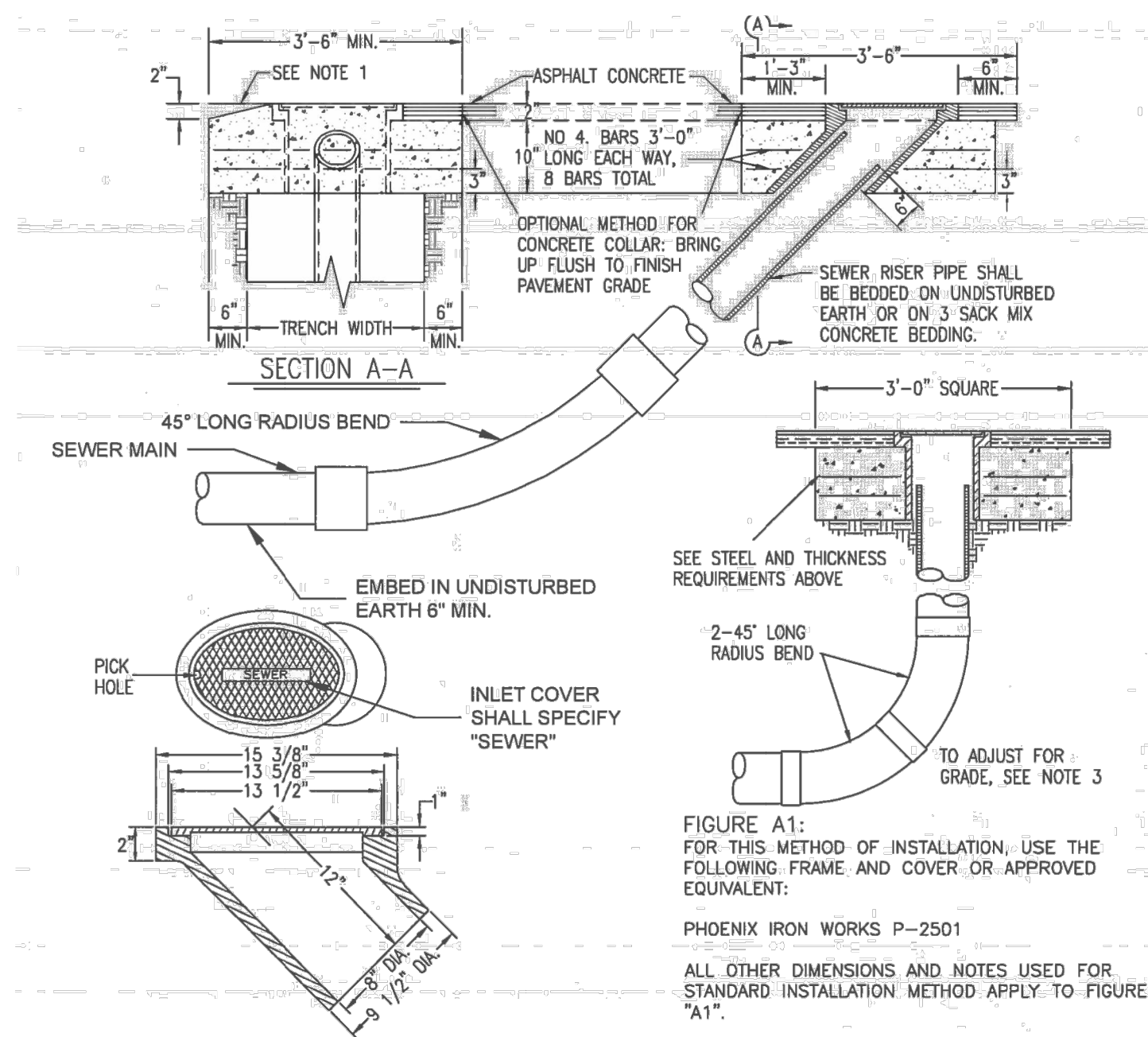
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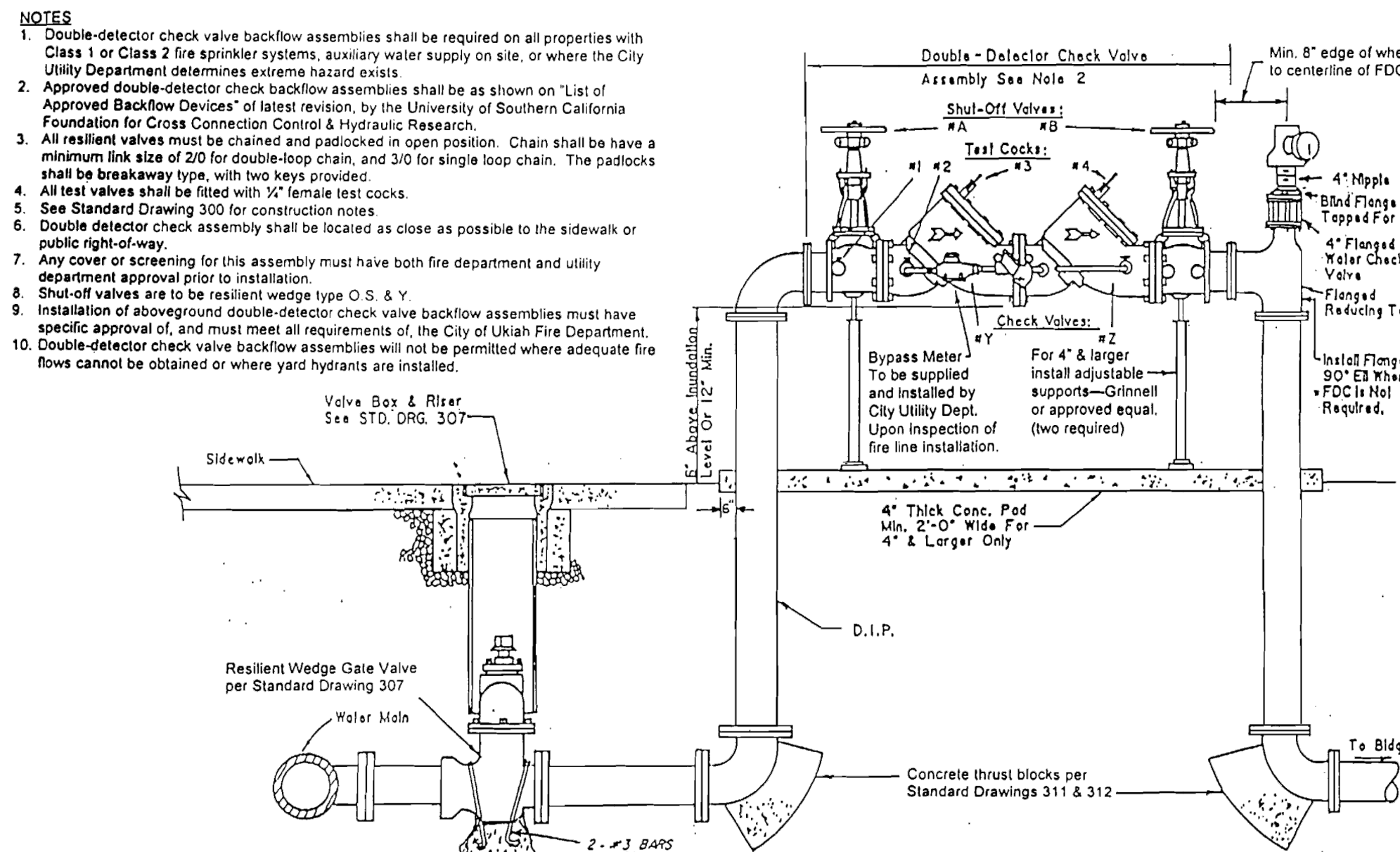
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CHECKED BY: RH
ISSUE DATE: JUNE 2025
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TITLE: GRADING DETAILS

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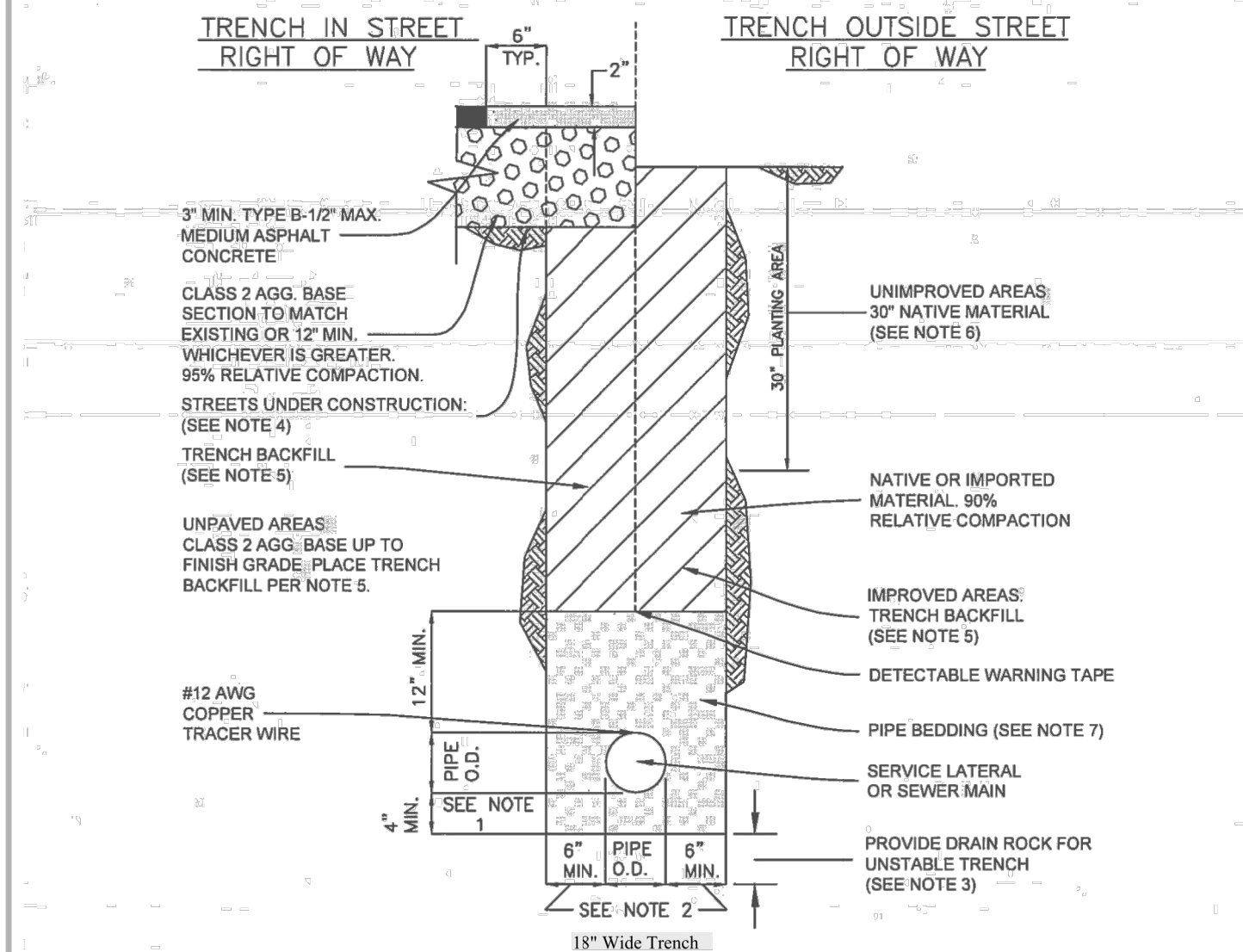
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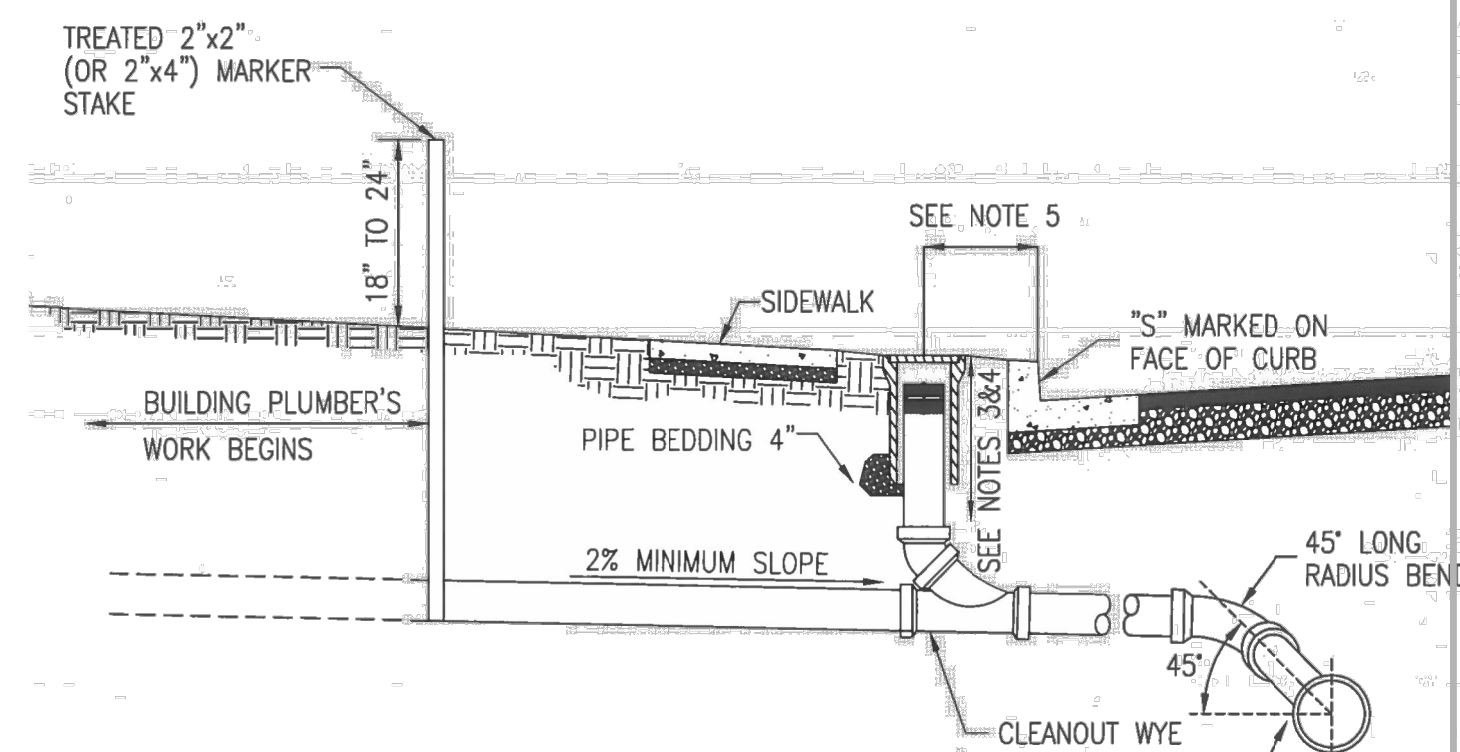
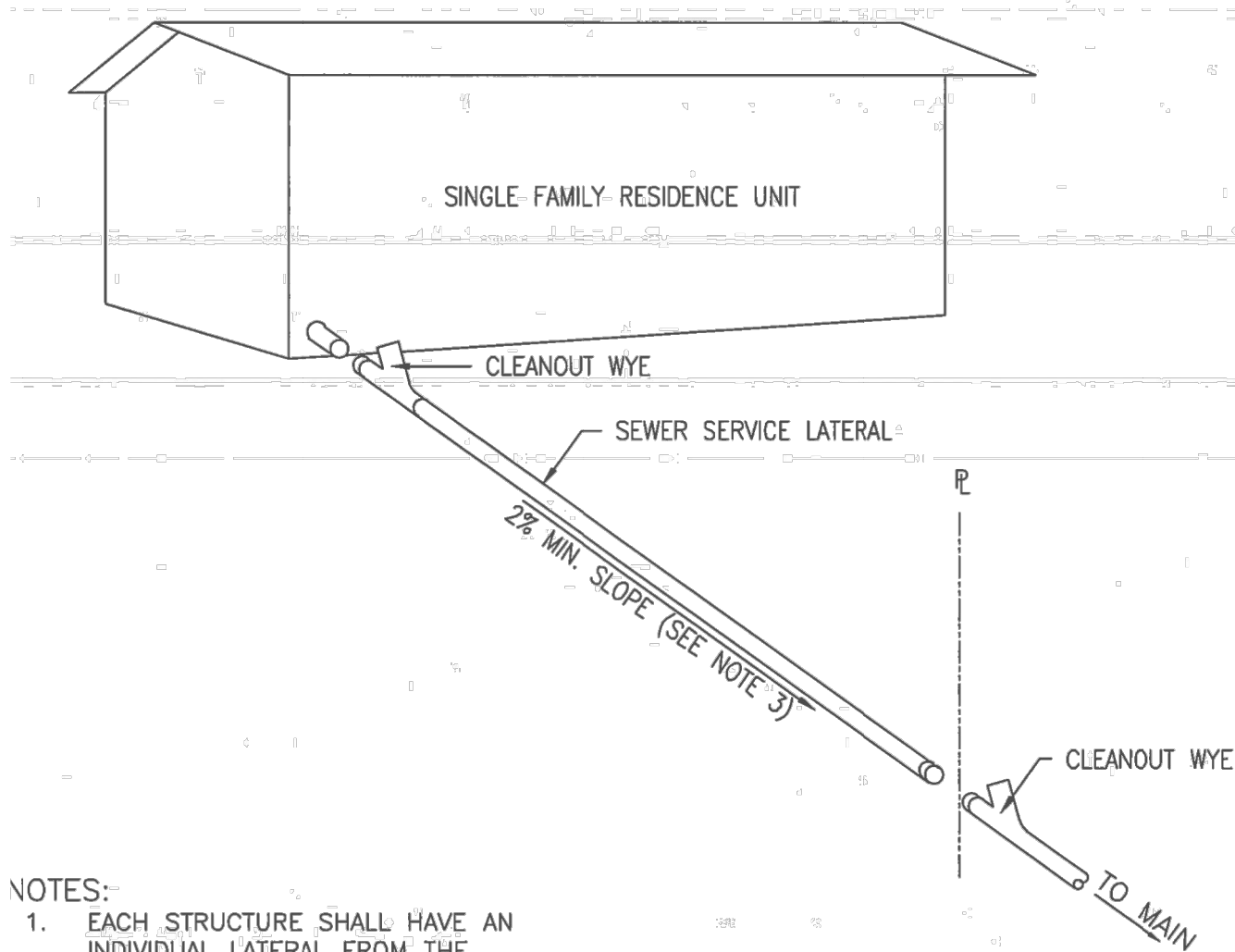
- NOTES:
1. WHEN CLEANOUT IS OUTSIDE OF ROADWAY, SLOPE CONCRETE PAD AWAY FROM CASTING, AS SHOWN.
 2. FOR ALTERNATE METHOD OF INSTALLATION, SEE FIGURE "A1".
 3. TO ADJUST SEWER RISE PIPE TO PROPER GRADE, A PORTION OF LONG RADIUS BEND MAY BE SAWCUT AND INSERTED INTO INLET FRAME AS SHOWN IN FIGURE "A1".
 4. PROVIDE DUCTILE IRON TRAFFIC FRAME AND COVER MARKED "SEWER" WITH CHISTRY G-5 BOX.
 5. 45 DEGREE LONG RADIUS BEND WITH 1/8" BEVEL FOR INLET FITTING.
 6. SEWER LATERAL SHALL BE A MINIMUM 4" DIAMETER UNLESS SHOWN OTHERWISE ON THE DRAWINGS. SEWER LATERAL SHALL BE OF THE FOLLOWING MATERIAL:
 1. PVC, SDR 35, (ASTM D-3034) FOR OPEN TRENCH
 2. HDPE FOR PIPE BURSTING OR APPROVED EQUIVALENT.
 3. MINIMUM SLOPE OF LATERAL 2% UNLESS OTHERWISE SPECIFICALLY APPROVED BY THE ENGINEER, IN WHICH CASE THE SLOPE SHALL BE NO LESS THAN 1/8" PER FOOT.
 8. BACKFILL LATERAL TRENCH PER STD. DRAWING NO. 220.



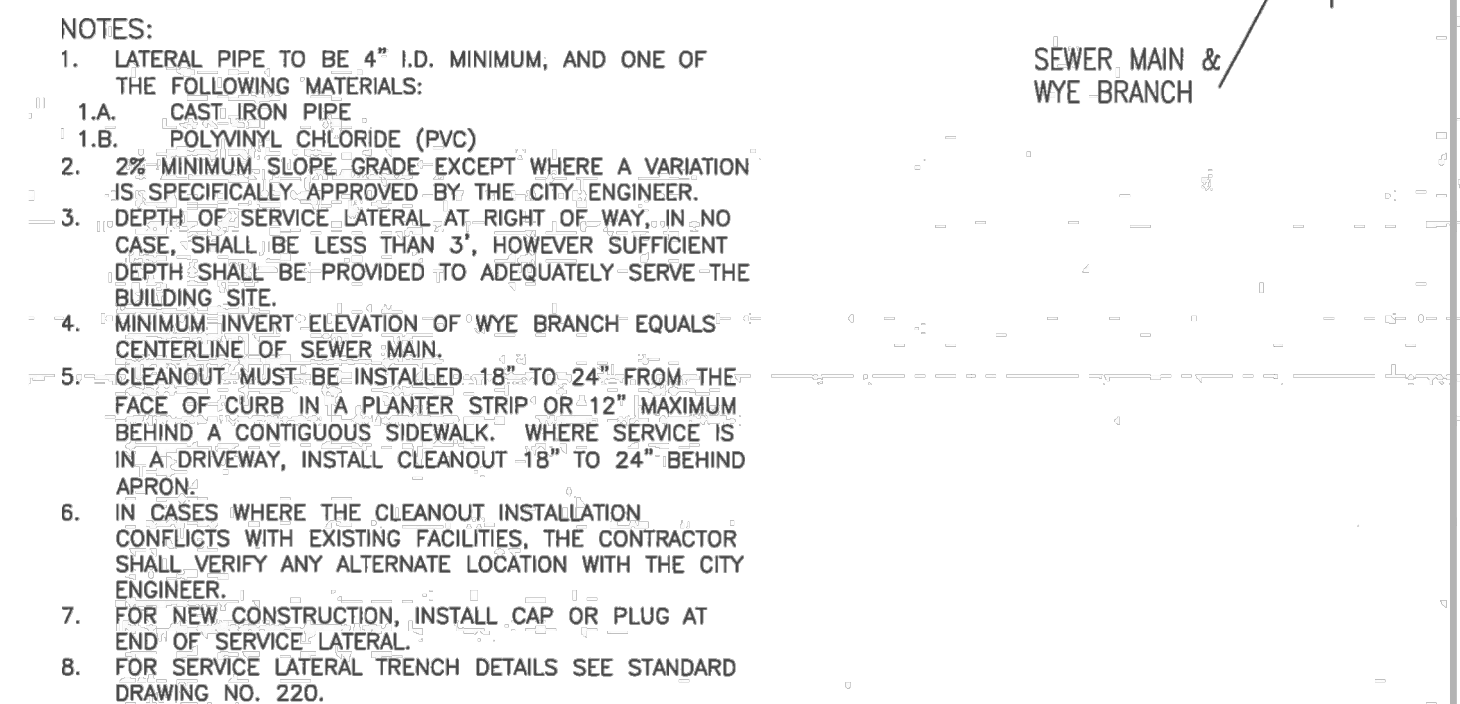
**TYPICAL INSTALLATION OF 4", 6", 8" & 10" DOUBLE
DETECTOR CHECK FIRE LINE BACKFLOW ASSY
DETAIL**



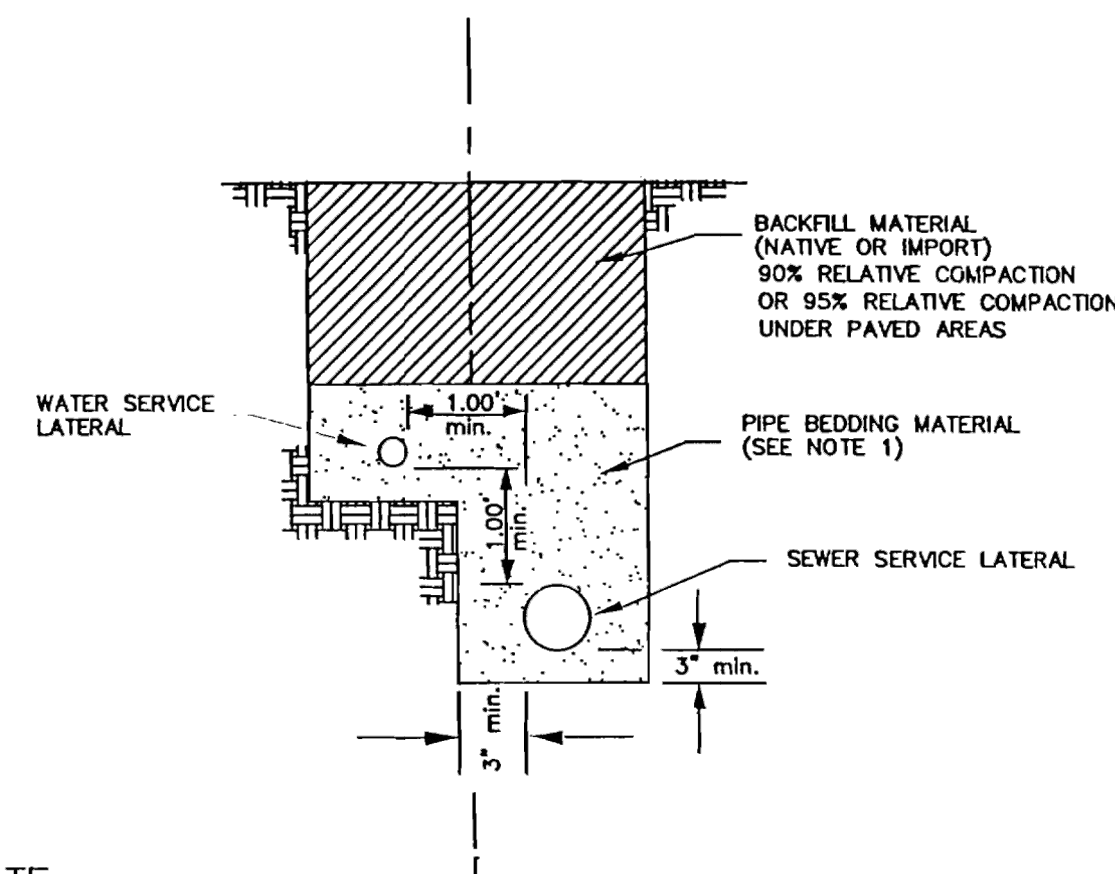
SERVICE LATERAL / SEWER MAIN TRENCH DETAIL



**SEWER SERVICE LATERAL
(PROPERTY LINE TO BUILDING)**



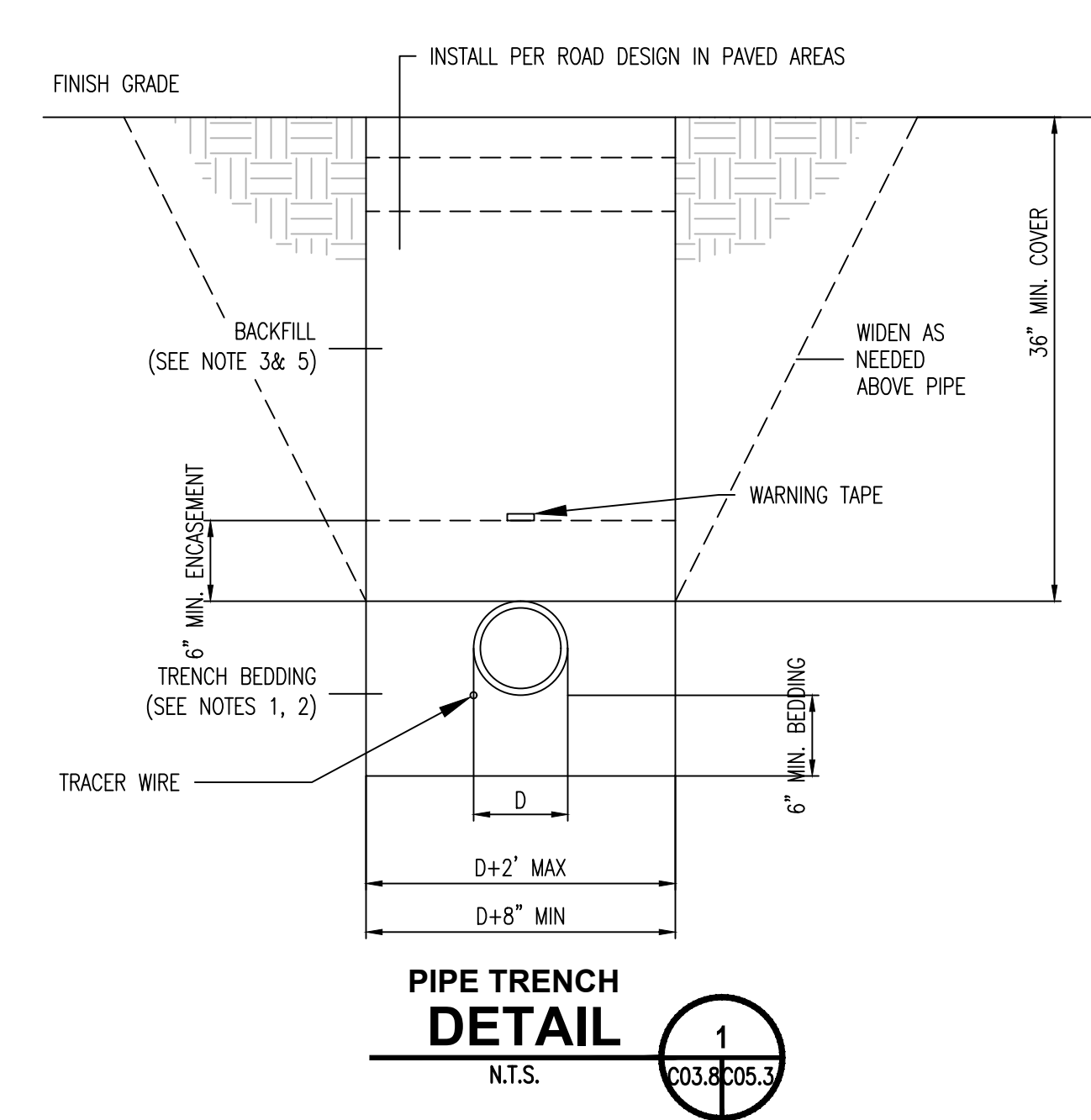
SEWER SERVICE LATERAL & CLEANOUT DETAIL



JOINT TRENCH WATER & SEWER SIDE SERVICES DETAIL

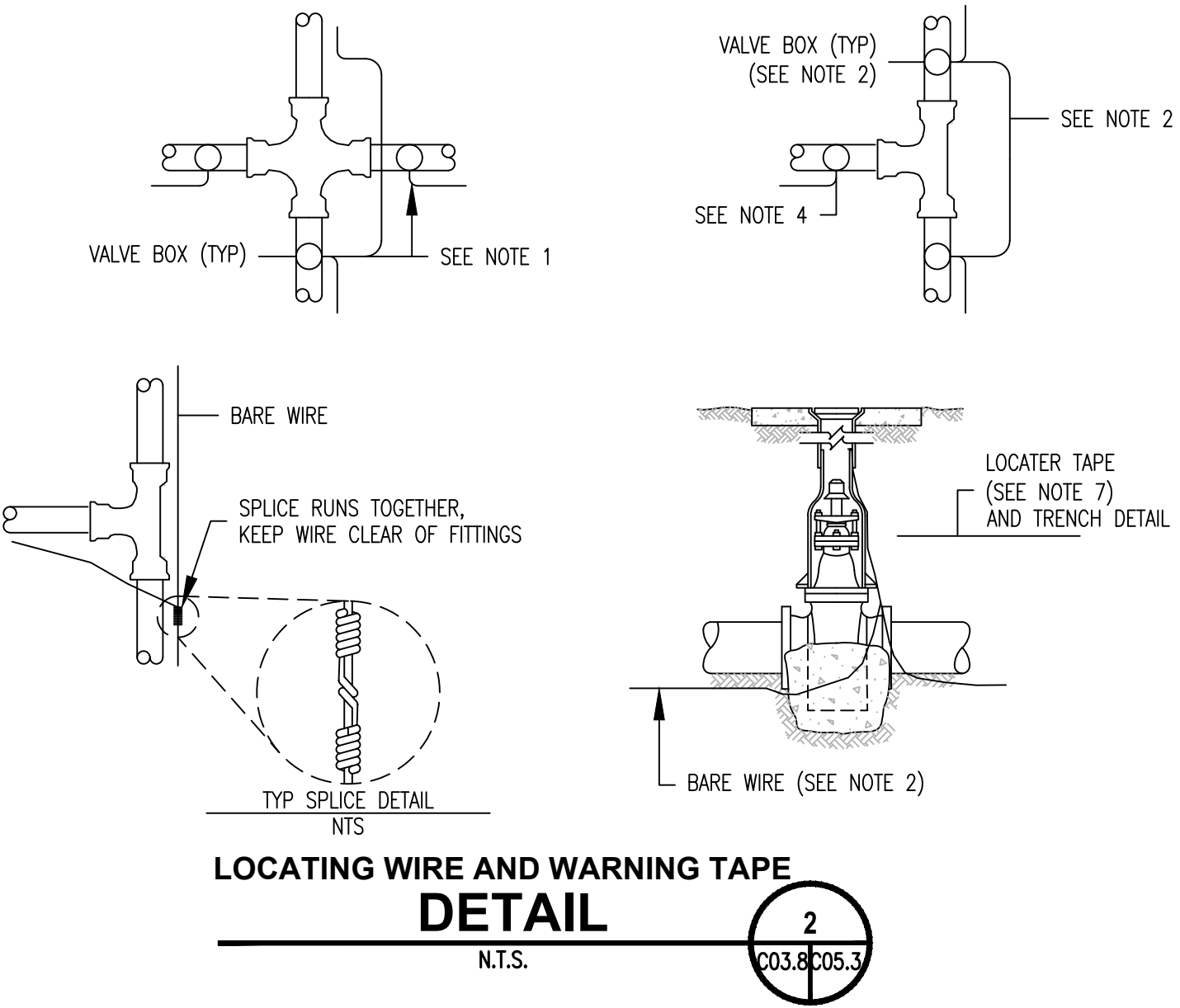
SEWER CONSTRUCTION NOTES

1. THE CONTRACTOR SHALL PROVIDE, PROCURE AND PAY FOR ALL PERMITS REQUIRED TO CARRY ON AND COMPLETE THE WORK. THERE INCLUDE, BUT ARE NOT LIMITED TO, ENCROACHMENT PERMITS, CURRENT BUSINESS LICENSE, VALID AND PROPER CONTRACTOR'S LICENSE. ENCROACHMENT PERMITS MUST BE LOCATED ON THE JOB SITE DURING WHICH TIME CONTRACTOR IS WORKING THERE.
2. CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-642-2444.
3. ALL SEWER TAPS INTO LIVE MANHOLES OR MAINS SHALL BE MADE BY THE CITY, AT THE DEVELOPER'S EXPENSE, UNLESS OTHER ARRANGEMENTS HAVE BEEN APPROVED.
4. NEW SEWER MAINS ARE TO BE CLEANED AND FREE OF DEBRIS, BY MEANS OF AN APPROVED METHOD (E.C. RUBBER BALL WASHED THROUGH, HYDRO-CLEANER, ETC.): PRIOR TO TEST FOR LEAKAGE AND DEFLECTION.
5. PIPE DEFLECTION SHALL BE TESTED BY USE OF A STEEL MANDREL, WITH MAXIMUM ALLOWABLE DEFLECTION OF 5%. CONTRACTOR SHALL PROVIDE A STEEL MANDREL AT THE JOB SITE, FOR EVERY DIAMETER OF SEWER MAIN CONSTRUCTED.
6. SEWER MAINS SHALL BE TESTED FOR SOUNDNESS AND TIGHTNESS (LEAKAGE) BY THE USE OF LOW-PRESSURE AIR TEST OR A HYDROSTATIC TEST WITH A MINIMUM OF 10" OF HEAD AND ANY PORTION OF THE MAIN TO BE TESTED. CONTRACTOR SHALL HAVE ON-SITE, A MEANS BY WHICH TO TEST THE MAIN.
7. MANHOLES SHALL BE COATED INSIDE WITH ONE (1) COAT OF THORO-SEAL, XPX OR APPROVED EQUAL.
8. MANHOLES SHALL BE SUBJECT TO HYDROSTATIC TESTS, BY FILLING WITH WATER AND MEASURING THE DROP IN WATER LEVEL OVER A 30 MINUTE PERIOD. PRIOR TO THE 30 MINUTE TEST, MANHOLES SHALL BE FILLED WITH WATER FOR A MINIMUM 24 HOUR PERIOD.
9. ALL TRENCHED SHALL BE BACKFILLED IN ACCORDANCE WITH STANDARD DRAWING NO. 206, PRIOR TO TESTS FOR LEAKAGE AND DEFLECTION.
10. SEWER CONSTRUCTION IN PUBLIC RIGHT-OF-WAY AND ON SITE (EXCEPT THROUGHOUT THE BUILDING ITSELF) SHALL BE SUBJECT TO FIELD INSPECTIONS BY THE CITY.



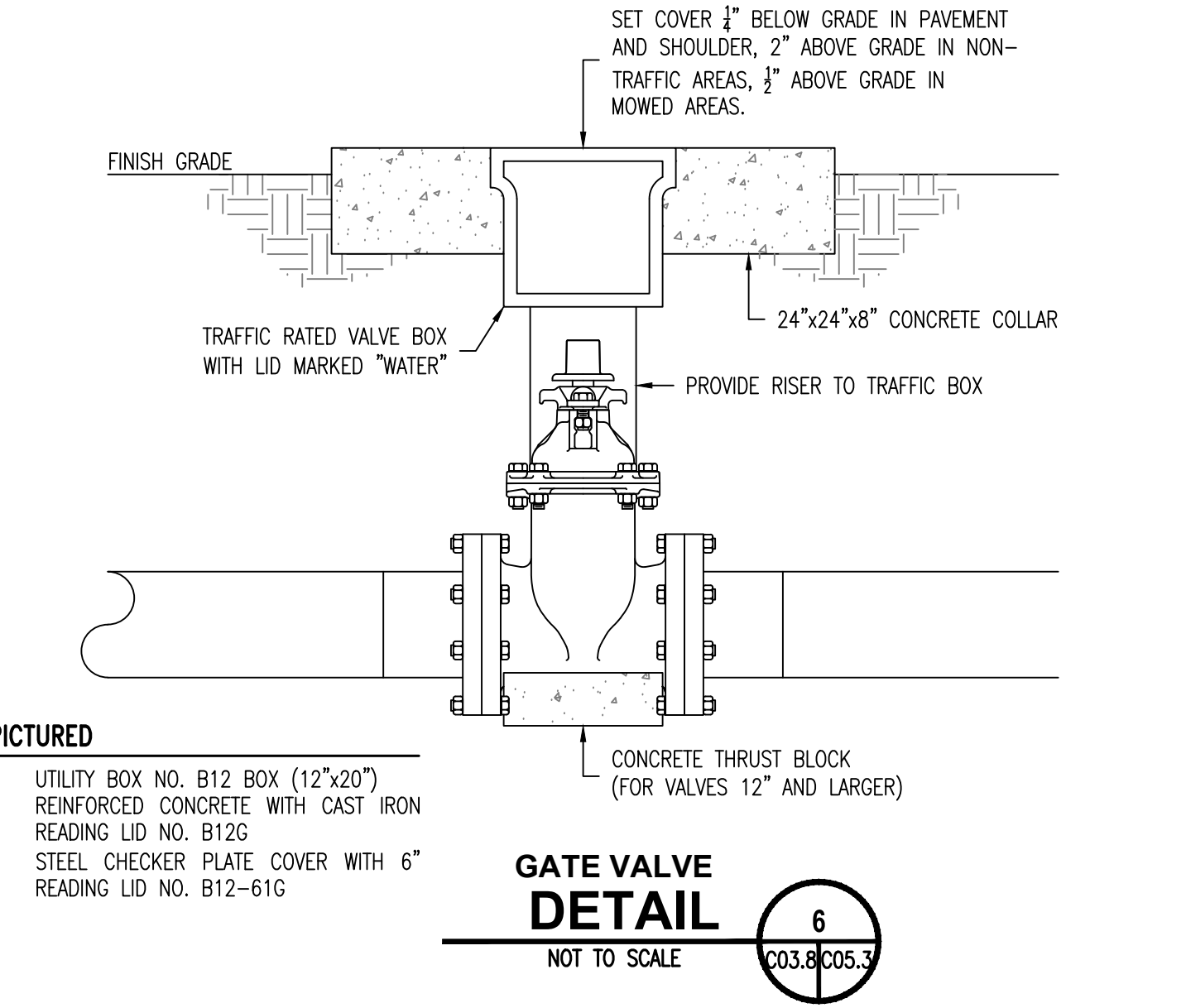
PIPE TRENCH NOTES:

- BACKFILL BY HAND, COMPACT OR CONSOLIDATE TO PROVIDE SOLID BEDDING UNDER AND AROUND PIPE.
- BEDDING MATERIAL SHALL BE SAND AND SHALL HAVE A MAXIMUM SIZE OF 1/4" AND BE REASONABLY GRADED FROM COARSE TO FINE.
- IMPORT GRAVEL BACKFILL SHALL BE STREAM GRAVEL OR CRUSHED ROCK AND BE REASONABLY WELL GRADED FROM COARSE TO FINE WITH A MAXIMUM SIZE OF 3" AND A MINIMUM SAND EQUIVALENT GREATER THAN 28.
- JETTING WILL NOT BE ALLOWED.
- IN ROAD CROSSINGS BACKFILL ABOVE PIPE SHALL BE 3/4" MINUS CLASS II AGGREGATE BASE. BASE CONSOLIDATION SHALL BE 95% RELATIVE COMPACTION PER ASTM 2922. A 2-SACK CONCRETE SLURRY MAY BE USED N PLACE OF AB.



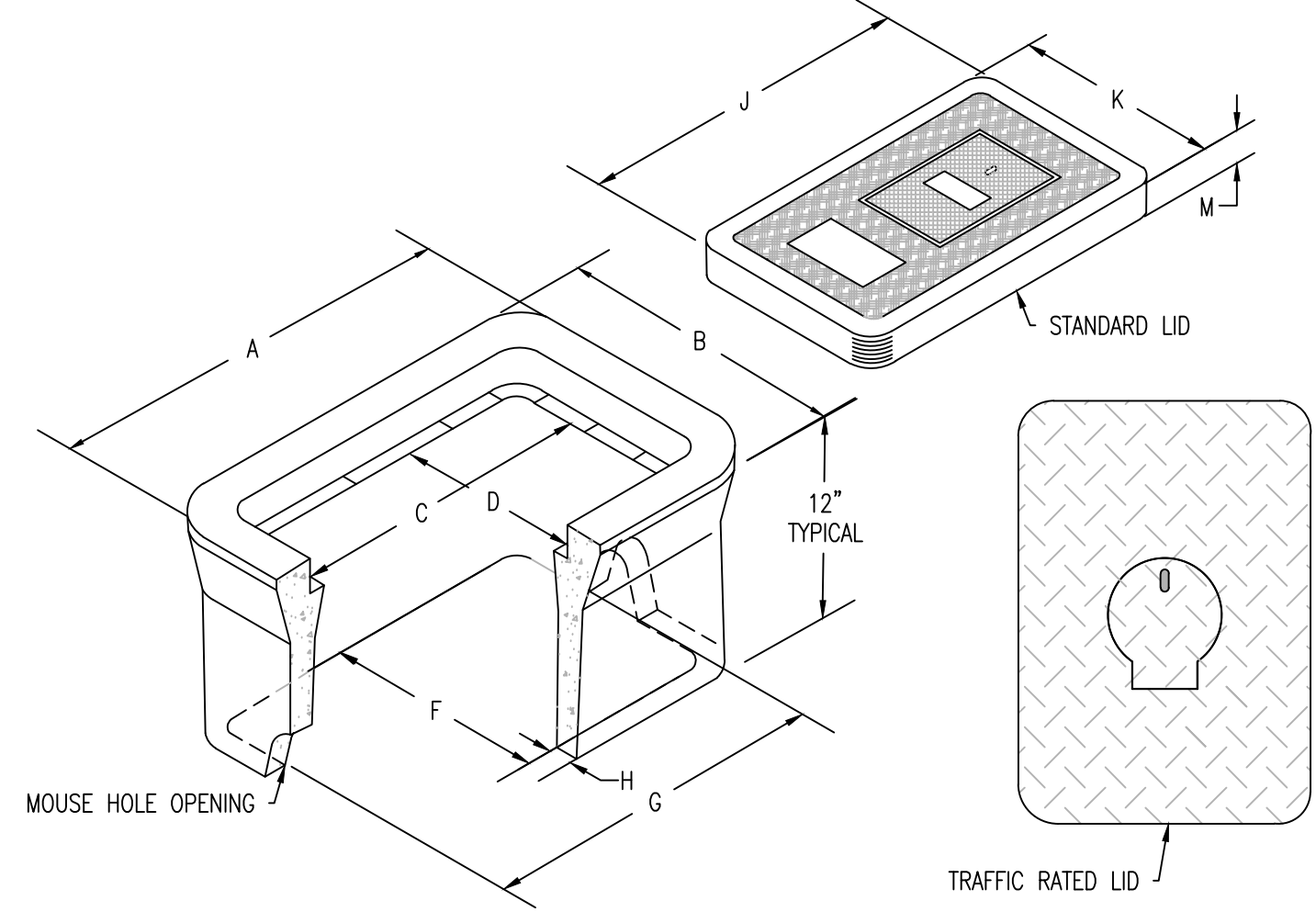
LOCATING WIRE AND WARNING TAPE NOTES:

- WIRE SHALL BE CONTINUOUS BETWEEN VALVE BOXES, EXCEPT WHERE BOXES ARE WITHIN TEN (10) FEET OF PIPE INTERSECTION.
- BARE WIRE SHALL NOT TOUCH VALVES OR FITTINGS.
- LOCATING WIRE SHALL BE PLACED AT BOTTOM OF TRENCH, NEXT TO PIPE. (DO NOT ATTACH WIRE TO PIPE).
- IF WIRE ENDS AT A VALVE, A SINGLE INSULATED WIRE SHALL EXTEND UP TO WITHIN 12" OF BOX COVER.
- ALL VALVES, INCLUDING FIRE HYDRANT VALVES, SHALL HAVE LOCATING WIRES.
- LOCATING WIRE SHALL BE BARE #6 AWG SOLID COPPER, SOFT DRAWN WIRE. WIRE SHALL BE INSTALLED WITH ALL NON-METALLIC MAINS AND SERVICES.
- WARNING TAPE SHALL BE A DETECTABLE METALLIZED 2" WIDE WARNING TAPE, BLUE COLOR CODED, IMPRINTED WITH "CAUTION-BURIED WATER LINE BELOW" SHALL BE INSTALLED 6" MINIMUM ABOVE ALL WATER MAINS IN OFF ROAD INSTALLATIONS. LINEGUARD DETECTABLE MARKING TAP, TYPE III OR APPROVED EQUAL.



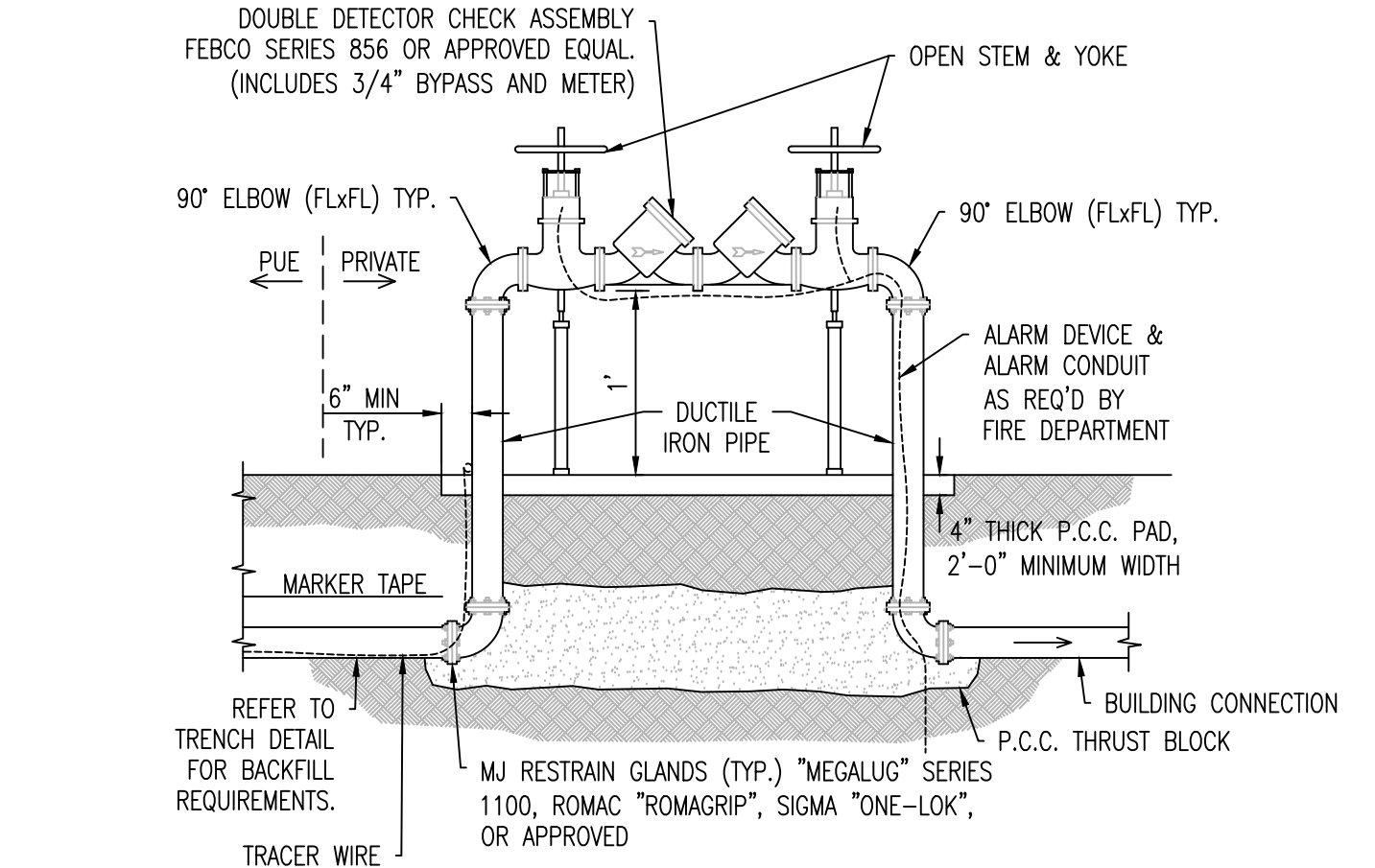
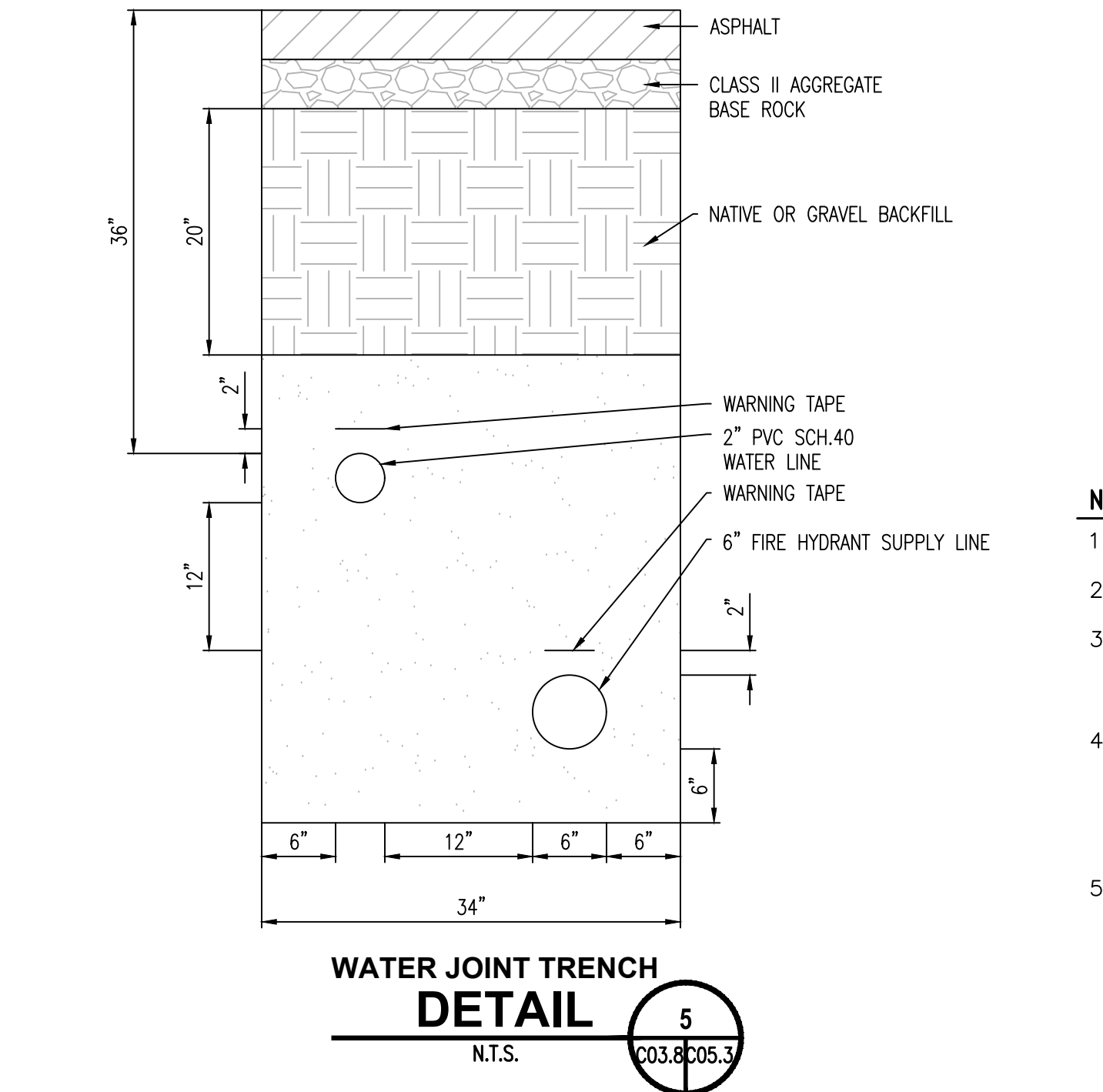
PICTURED

- UTILITY BOX NO. B12 BOX (12"x20")
- REINFORCED CONCRETE WITH CAST IRON READING LID NO. B12G
- STEEL CHECKER PLATE COVER WITH 6" READING LID NO. B12-61G



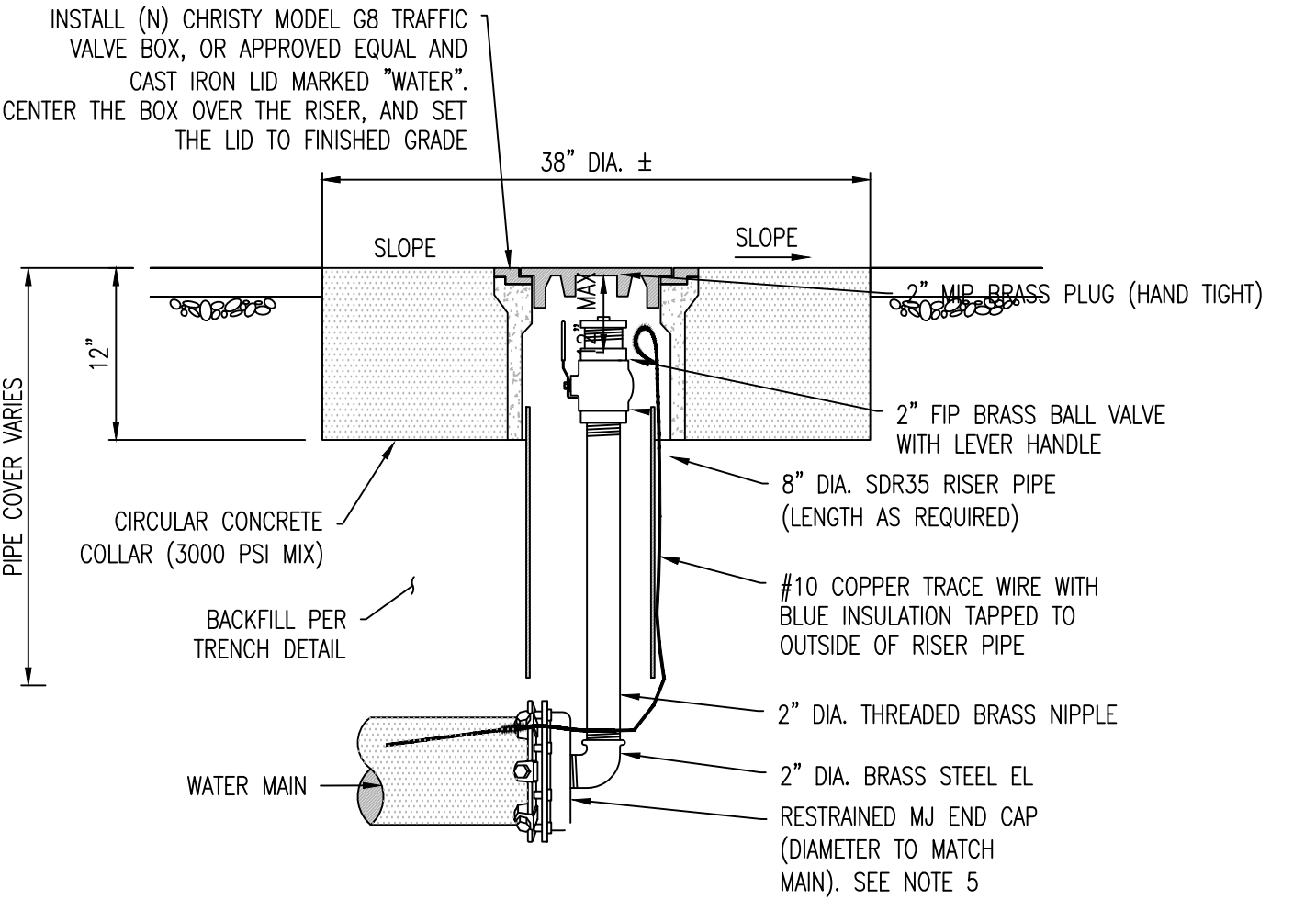
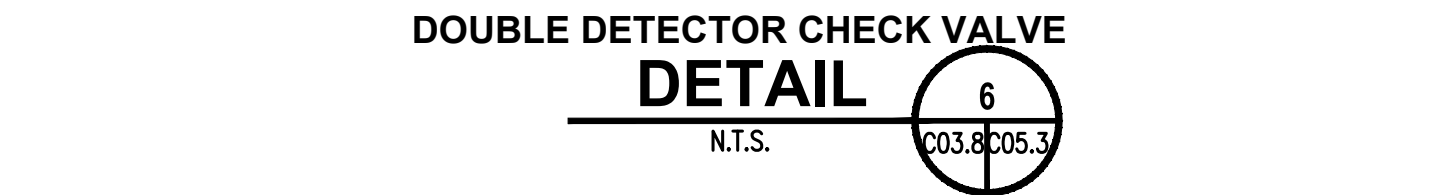
NOTES

- TRAFFIC RATED LID & OTHER LID VARIATIONS REQUIRE PRE-APPROVAL.
- TRAFFIC RATED BOXES AND LIDS TO BE INSTALLED IN DRIVEWAY AND LOCATIONS WHERE VEHICULAR TRAFFIC MAY OCCUR.
- MOUSE HOLE SIZE AND LOCATION MAY VARY WITH BOXES SIZE AND CODE NO.
- TABLE MEASUREMENTS SHOWN ABOVE ARE IN INCHES.



DDCA NOTES:

- THE DOUBLE DETECTOR CHECK ASSEMBLY SHALL BE REQUIRED FOR USE IN CLASS 1 AND CLASS 2 FIRE SPRINKLER SYSTEMS ONLY. CLASS 1 AND II AUTOMATIC FIRE SPRINKLER SYSTEMS ARE THOSE WITH DIRECT CONNECTION TO THE PUBLIC WATER MAIN ONLY; NO RESERVOIRS OR AUXILIARY SOURCES, NO ANTIFREEZE OR ADDITIVES OF ANY KIND, AND ALL SPRINKLER DRAINS DISCHARGE TO THE ATMOSPHERE OR OTHER SAFE OUTLETS (AWWA MANUAL NO. M-14).
- ASSEMBLY SHALL BE PROTECTED FROM DAMAGE BY VEHICLES AND MAY REQUIRE BOLLARDS.
- FIRE SPRINKLER SYSTEM ALARM MONITORING SHALL BE PER CURRENT STATE AND LOCAL FIRE CODES.



NOTES:

- NEW TRAFFIC BOX SHALL NOT COME INTO CONTACT WITH THE RISER PIPE.
- FACTORY MANUFACTURED FITTINGS SHALL BE USED EXCLUSIVELY.
- ALL WATER MAIN FITTINGS SHALL HAVE ALL EXPOSED NUTS AND BOLTS COMPLETELY COVERED WITH SPRAY-ON RUBBERIZED UNDERCOATING, AND ALL FITTINGS SHALL BE WRAPPED WITH 6 MIL POLYETHYLENE PLASTIC PRIOR TO TRENCH BACKFILL.
- #10 COPPER TRACE WIRE WITH BLUE INSULATION SHALL BE TAPED TO AL WATER MAINS AND FITTINGS. TRACE WIRE RUNNING UP TO A VALVE BOX OR OTHER MID-LINE ACCESS POINT SHALL BE SECURELY CONNECTED TO THE WATER MAIN TRACE WIRE AR ONE END WITH WATERPROOF, CORROSION RESISTANT CONNECTORS, AND SHALL TERMINATE IN A LOOP JUST BELOW THE LID IN THE TRAFFIC BOX AT THE OTHER END.
- REFER TO RESTRAINED JOINT PIPE INSTALLATION DETAILS.

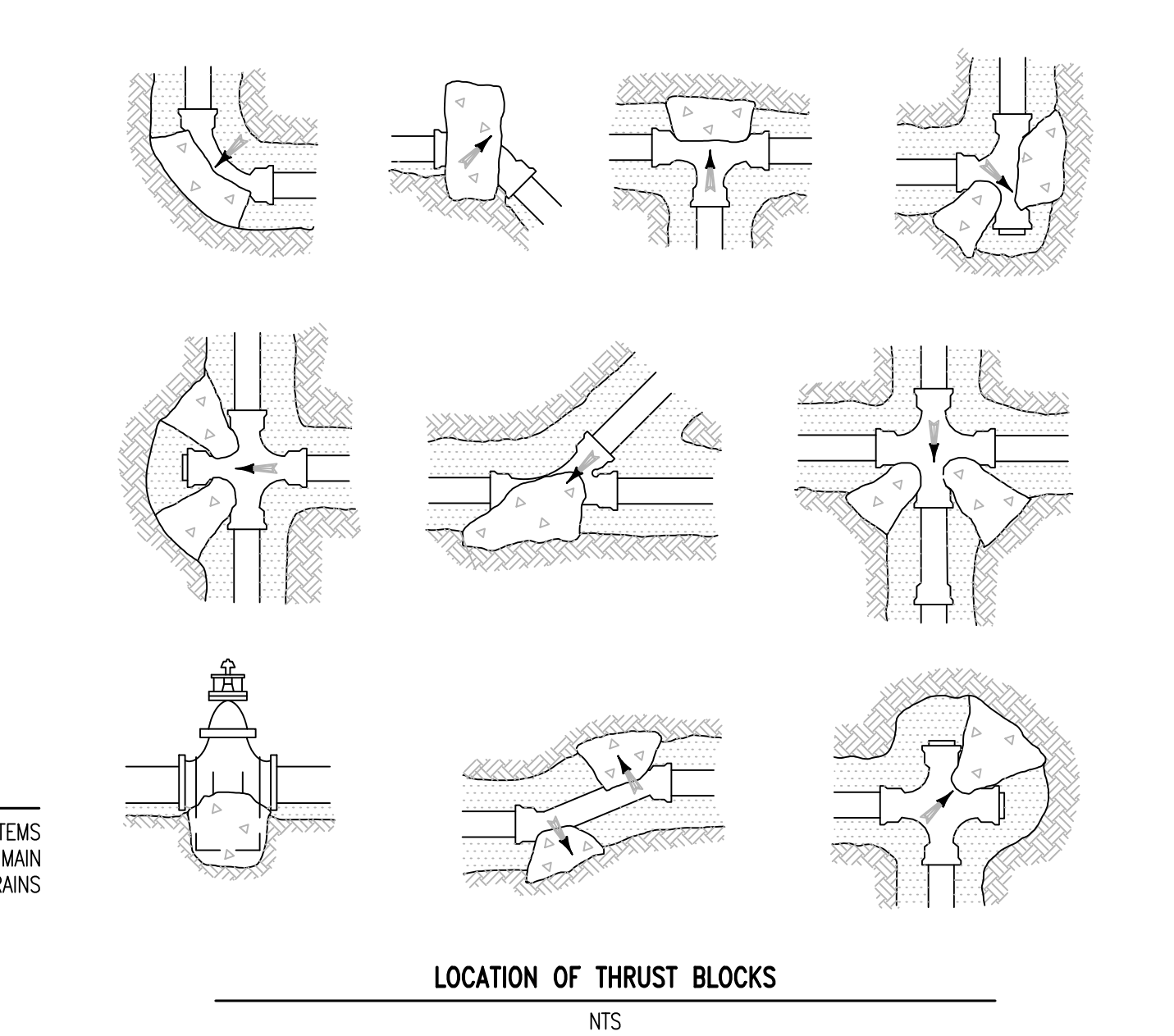
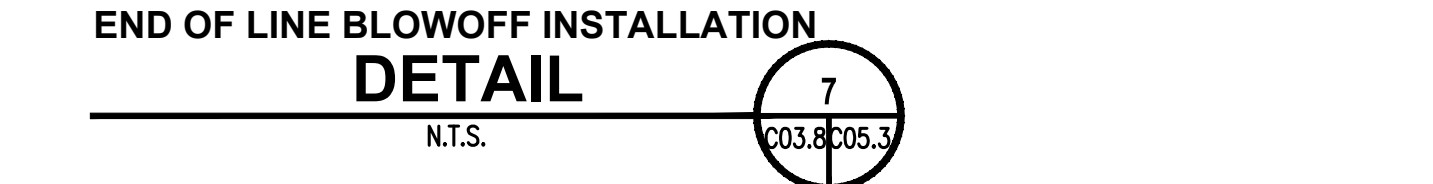


TABLE I THRUST(T) AT FITTINGS, IN POUNDS AT 100 PSI WATER PRESSURE					
PIPE SIZE	TEE OR DEAD END	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND
1 1/2"	284	401	217	111	56
2"	443	627	339	173	87
2 1/2"	649	918	497	253	127
3"	962	1361	736	375	189
4"	1810	2559	1385	706	355
6"	3739	5288	2862	1459	733
8"	6433	9097	4923	2510	1261
10"	9677	13685	7406	3776	1897
12"	13685	19353	10474	5340	2683
14"	18385	26001	14072	7174	3604
16"	23779	33628	18199	9278	4661

TABLE II SAFE BEARING LOADS (B)		$A_{SB} = \frac{I}{B} \times \frac{P}{100}$
SOIL	SAFE BEARING LOAD, POUNDS PER SQ. FT.	
SOUND SHALE	10000	WHERE: A_{SB} = AREA OF BLOCK BEARING AGAINST UNDISTURBED TRENCH MATERIAL IN SQ. FT.
CEMENTED SAND AND GRAVEL	4000	
COARSE AND FINE COMPACTED SAND	3000	T = THRUST FACTOR FROM TABLE I IN POUNDS AT 100 PSI
MEDIUM CLAY (CAN BE SPADED)	2000	B = SAFE BEARING LOAD FROM TABLE II IN POUNDS/SQ. FT.
SOFT CLAY	1000	P = PRESSURE USED FOR PIPELINE TEST IN PSI
MUCK	0	

THRUST BLOCK SIZING
NOT TO SCALE

THRUST BLOCK NOTES:

- THRUST BLOCKS SHALL BE CONSTRUCTED SO THAT MAJOR BEARING SURFACE IS IN DIRECT LINE WITH THE MAJOR FORCE CREATED BY THE PIPE OR FITTINGS.
- ALL CONCRETE SHALL BE CLASS 470-C-2500 PER "GREENBOOK".
- CONCRETE SHALL BE FLUID ENOUGH SO THAT IT MAY BE WORKED AROUND THE FITTINGS. A DOUBLE LAYER OF 6 MIL POLYETHYLENE FILM SHALL BE PLACED BETWEEN CONCRETE AND METAL FITTINGS.
- CONCRETE SHALL BE KEPT BEHIND THE BELL OF THE FITTINGS.
- ALL THRUST BLOCKS FOR PIPES LARGER THAN 12" SHALL BE ENGINEERED.
- A CONCRETE PAD SHALL BE PLACED UNDER ALL VALVES 12" AND LARGER FOR SUPPORT.
- ALL ANCHOR BLOCKS SHALL BE CONSTRUCTED WITH A MINIMUM OF (2) #4 REBAR STRAPS.



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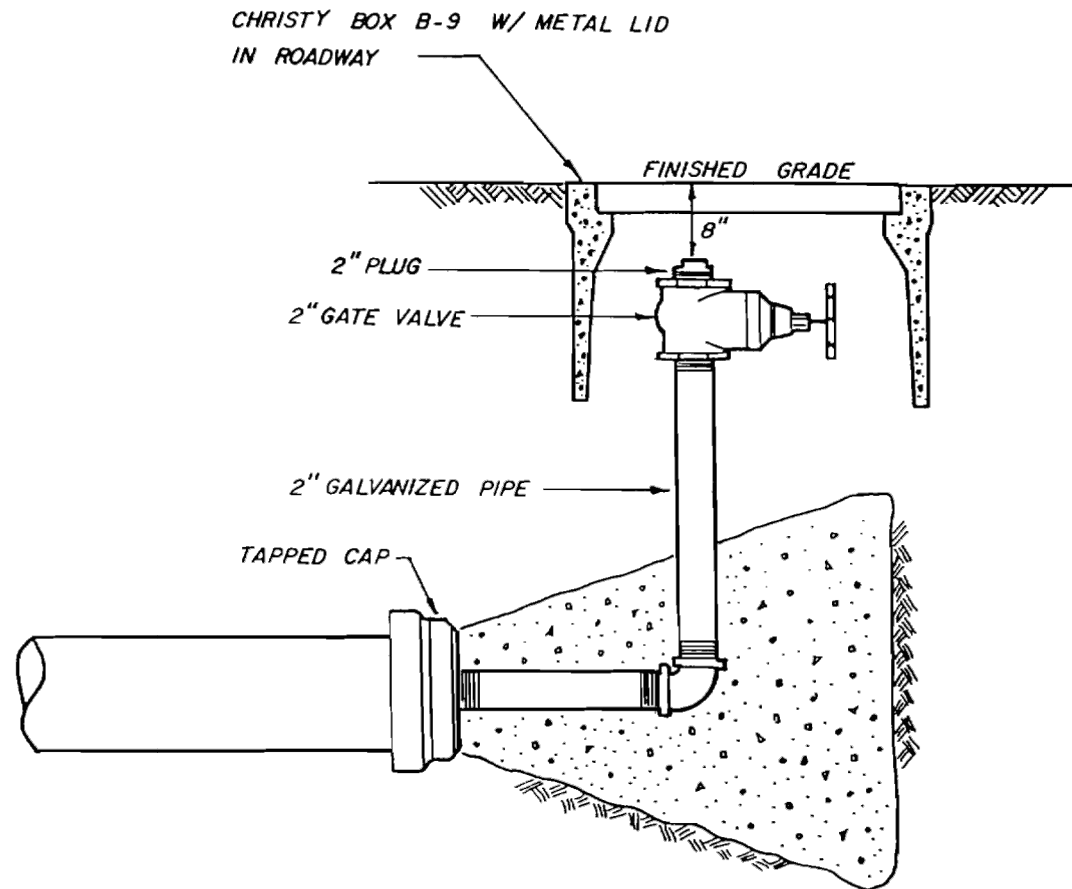
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TITLE: PROPOSED WATER DETAILS

SHEET:

C05.3
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WATER CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF UKIAH SPECIFICATION, CITY OF UKIAH STANDARD DRAWINGS, CALIFORNIA PLUMBING CODE (LATEST EDITION) AND AWWA STANDARDS.
 - THE CONTRACTOR SHALL PROVIDE, PROCURE AND PAY FOR ALL PERMITS REQUIRED TO CARRY ON AND COMPLETE THE WORK. THESE INCLUDE, BUT NOT LIMITED TO, ENCROACHMENT PERMITS, INSPECTIONS FEES, BUSINESS LICENSE, VALID AND PROPER CONTRACTOR'S LICENSE. ENCROACHMENT PERMITS MUST BE LOCATED ON THE JOB SITE DURING WHICH TIME CONTRACTOR IS WORKING THERE.
 - CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-227-2600.
 - ALL CONNECTIONS TO LIVE WATER MAINS SHALL BE MADE BY CITY FORCES. AT DEVELOPER'S EXPENSE.
 - CONSTRUCTION MATERIAL AND EQUIPMENT SHALL BE NEW AND OF A QUALITY TO THAT SPECIFIED OR APPROVED. WORK SHALL BE DONE AND COMPLETED IN A THOROUGH AND WORKMANLIKE MANNER.
- WHENEVER ANY MATERIAL OR EQUIPMENT INDICATED OR SPECIFIED BY PATENT OF PROPRIETARY NAME OR BY THE NAME OF THE MANUFACTURER, SUCH SPECIFICATION SHALL BE CONSIDERED AS DESCRIBING THE MATERIAL OR EQUIPMENT DESIRED AND SHALL BE 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 APPROVED FIST IS OBTAINED FROM THE CITY ENGINEER.
- AT THE LOCATION OF EACH WATER AND SEWER SERVICE LATERAL, THE LETTERS "W" FOR WATER AND "S" FOR SEWER SHALL BE INSCRIBED INTO THE FACE OF THE CURB. THE LETTERS "W" AND "S" SHALL BE 4" HIGH AND COMPLETELY LEGIBLE.
 - METER BOXES AND VAULTS SHALL BE LOCATED OUT OF TRAFFIC LOADING AREAS WHENEVER POSSIBLE AND SET SO THAT THE READING LIDS ARE ALIGNED OVER THE METER REGISTERS AS CLOSELY AS POSSIBLE.



- TEMPORARY THRUST BLOCKING, AS APPROVED BY THE CITY SHALL BE ALLOWED ON TEMPORARY DEAD-ENDS.
- PERMANENT DEAD-ENDS SHALL BE CONCRETE THRUST BLOCKED.

WATER MAIN DEADEND-BLOWOFF DETAIL
N.T.S. 1

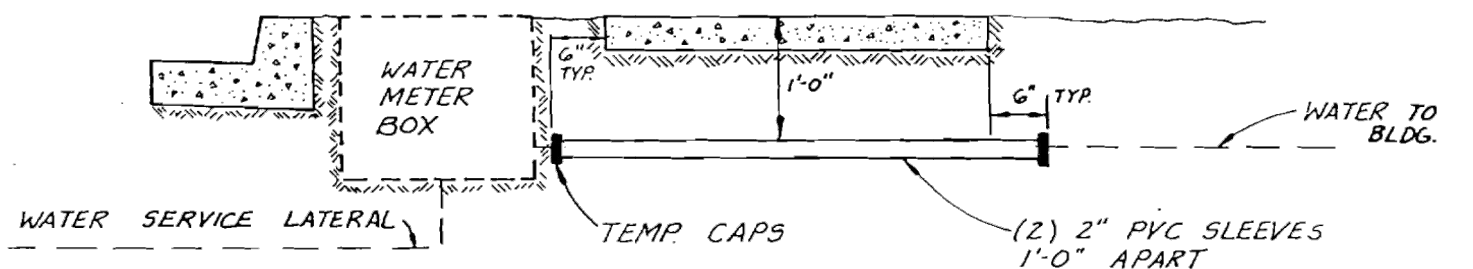
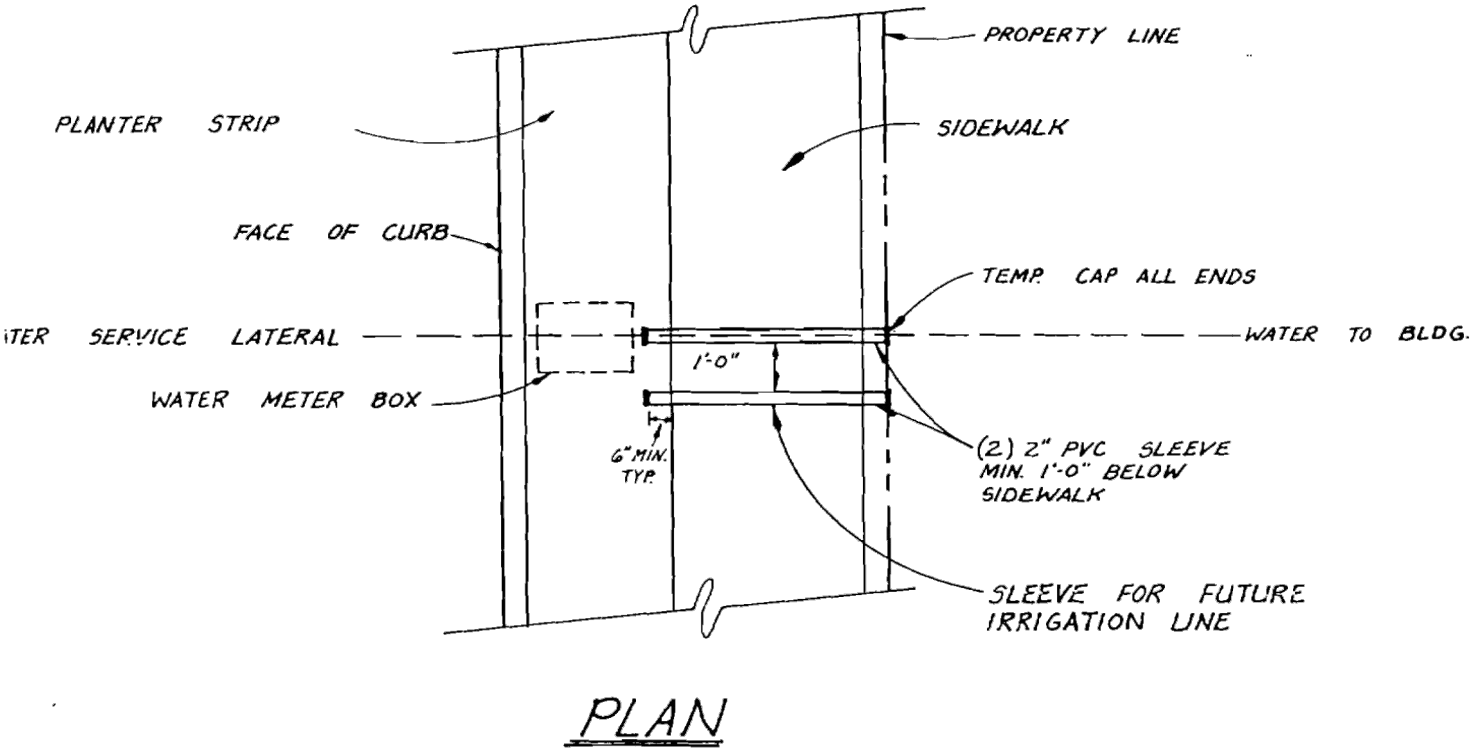
REQUIRED AREA IN SQ. FT.						
PIPE SIZE	TEE DEADENDS	90° BEND	45° BEND	22 1/2° BEND	11 1/4° BEND	VALVE
4"	3	4	2	1	1	2
6"	6	9	5	2	2	4
8"	11	16	8	4	2	7
10"	18	26	14	6	3	11
12"	26	37	20	10	5	15

* For bends less than 11 1/4°, use thrust areas shown for 11 1/4°, unless otherwise approved by the engineer.

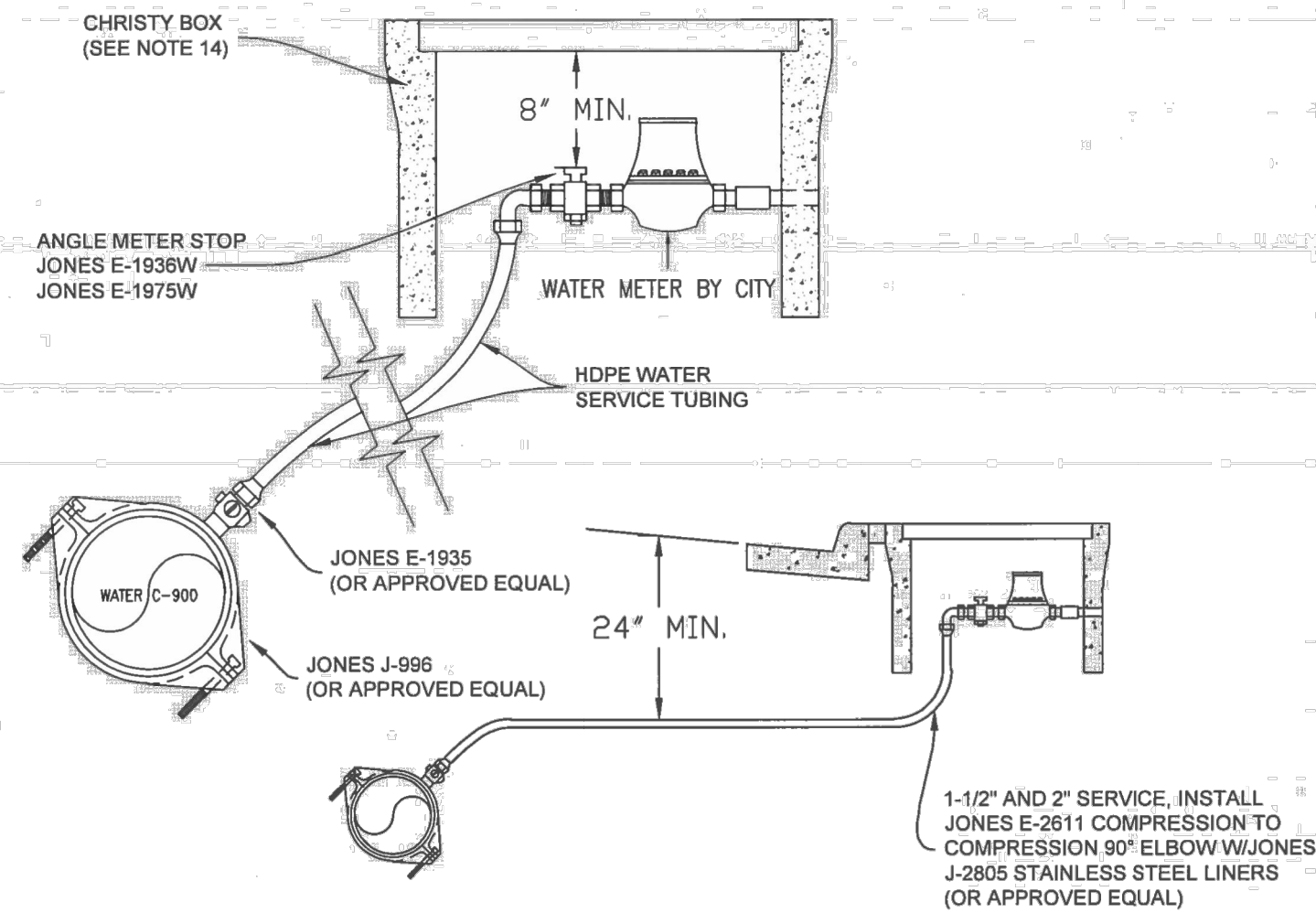
NOTES

- Thrust Blocking Table calculated for soil bearing capacity of 1,000 lbs./sq. ft. and 175 lbs./sq. in. test pressure.
- Any greater soil bearing capacity than 1,000 lbs./sq. ft. shall be determined by an engineer, and approved by the City.
- Concrete blocking shall be Class B concrete 2,000 lbs./sq. in..
- Concrete blocking, cast in place, to extend from bells of fittings to undisturbed ground.
- For plugged leg of tee or cross with 90° flow pattern, use data listed for 90° bend.

THRUST BLOCK AREAS REQUIRED DETAIL
N.T.S. 2



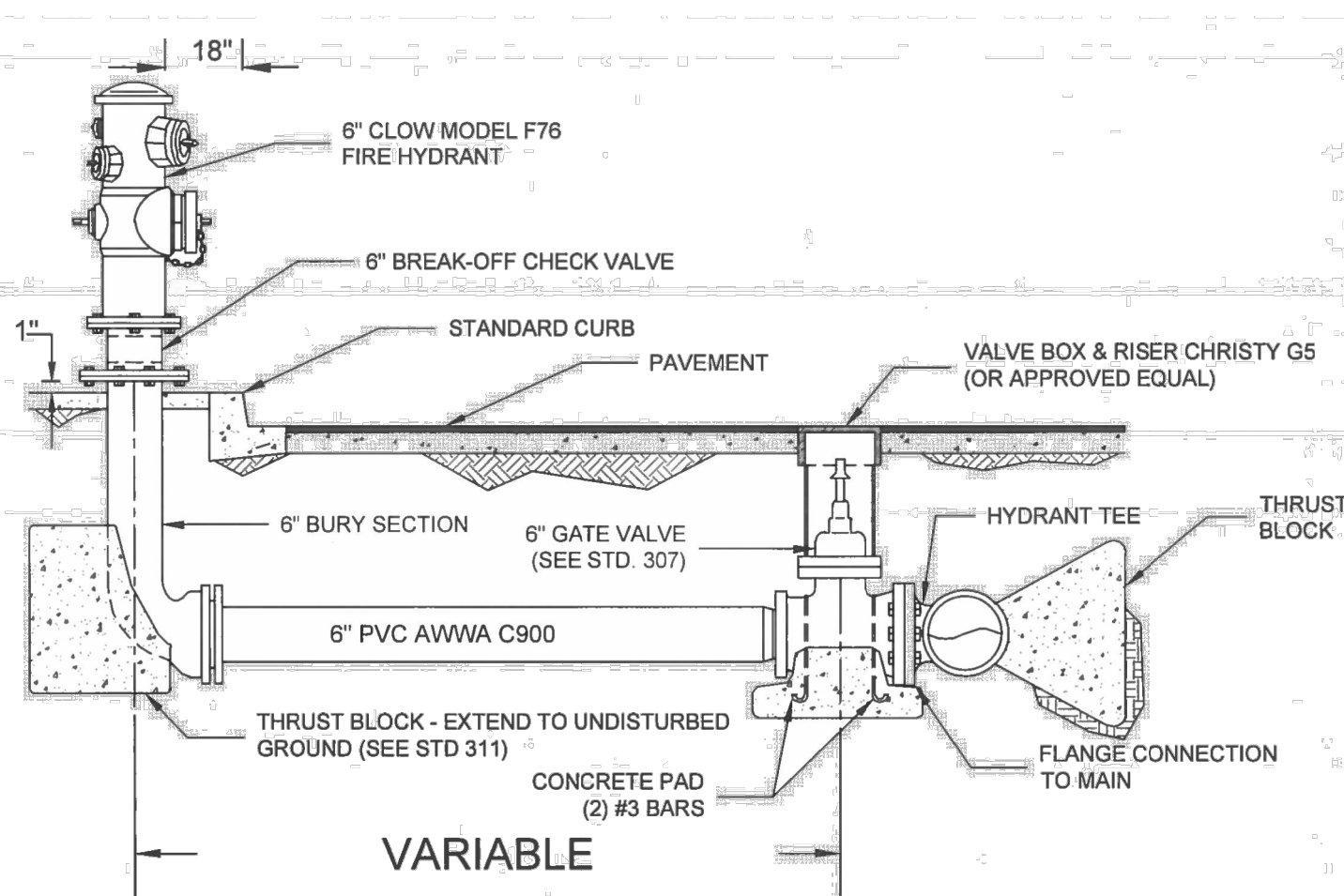
WATER SERVICE AND IRRIGATION DETAILS DETAIL
N.T.S. 3



- NOTES:
- ALL WATER MATERIAL TO MEET OR EXCEED A.W.W.A. SPECIFICATIONS.
 - STAINLESS STEEL LINERS FOR USE WITH PLASTIC SERVICE PIPE ARE REQUIRED.
 - MUELLER, FOR AND McDONALD FITTINGS ARE ALSO ACCEPTABLE.
 - FITTINGS MAY BE EITHER PACK JOINT OR INSTA-TITE.
 - MINIMUM COVER FOR SERVICE LINE IN STREET IS 24".
 - USE EITHER DOUBLE STRAP SERVICE CLAMP OR TAPPED COUPLINGS AT SERVICES.
 - P.E. FITTINGS MUST USE INSERTS FOR STIFFNESS.
 - PROVIDE 3" GRAVEL BEDDING 3" MIN. THICKNESS FOR METER BOX.
 - CONTRACTOR TO LOCATE EXISTING WATER LATERAL IN THE FIELD AND CONNECT TO EXISTING WITHIN PUE.
 - WATER SERVICE LATERAL SHALL BE POLYETHYLENE 3408M SDR 9 ASTM D-2737 200 PSI.
 - PROVIDE COPPER WIRE #10 OR LARGER. WRAP WIRE AROUND CORP. STOP AND MAIN LINE. LOCATE WIRE FOR CONTINUITY CONTACT.
 - PROVIDE CHRISTY METER BOX AND LID AS SPECIFIED BELOW OR APPROVED EQUIVALENT:

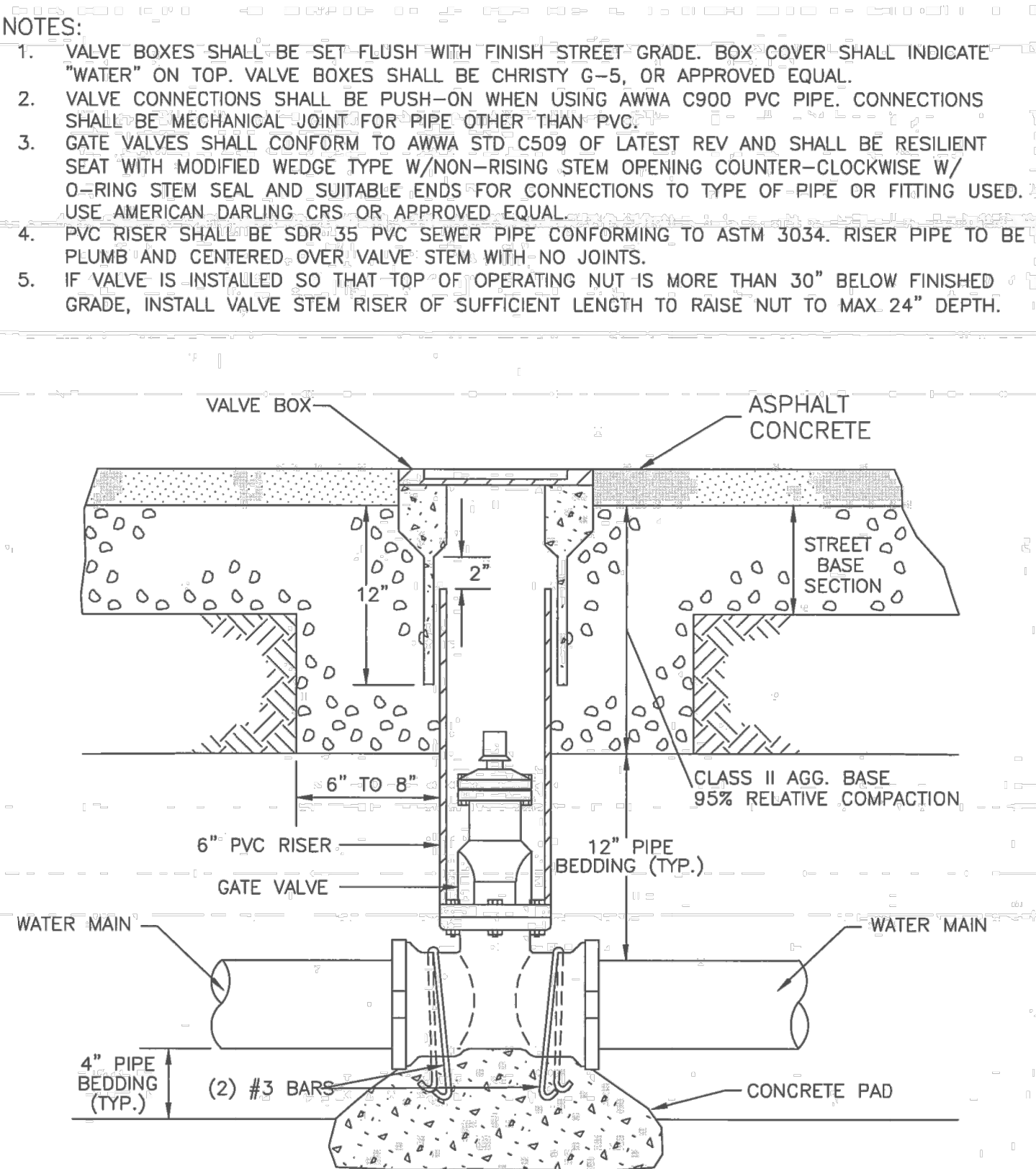
SERVICE	CHRISTY METER BOX	LID	LID
		TRAFFIC	NON-TRAFFIC
3/4"	B-12X	D-15X	61G15X
1"	B-16	G-30	61G15

TYPICAL WATER SERVICE 3/4" MIN. / 2" MAX DETAIL
N.T.S. 4

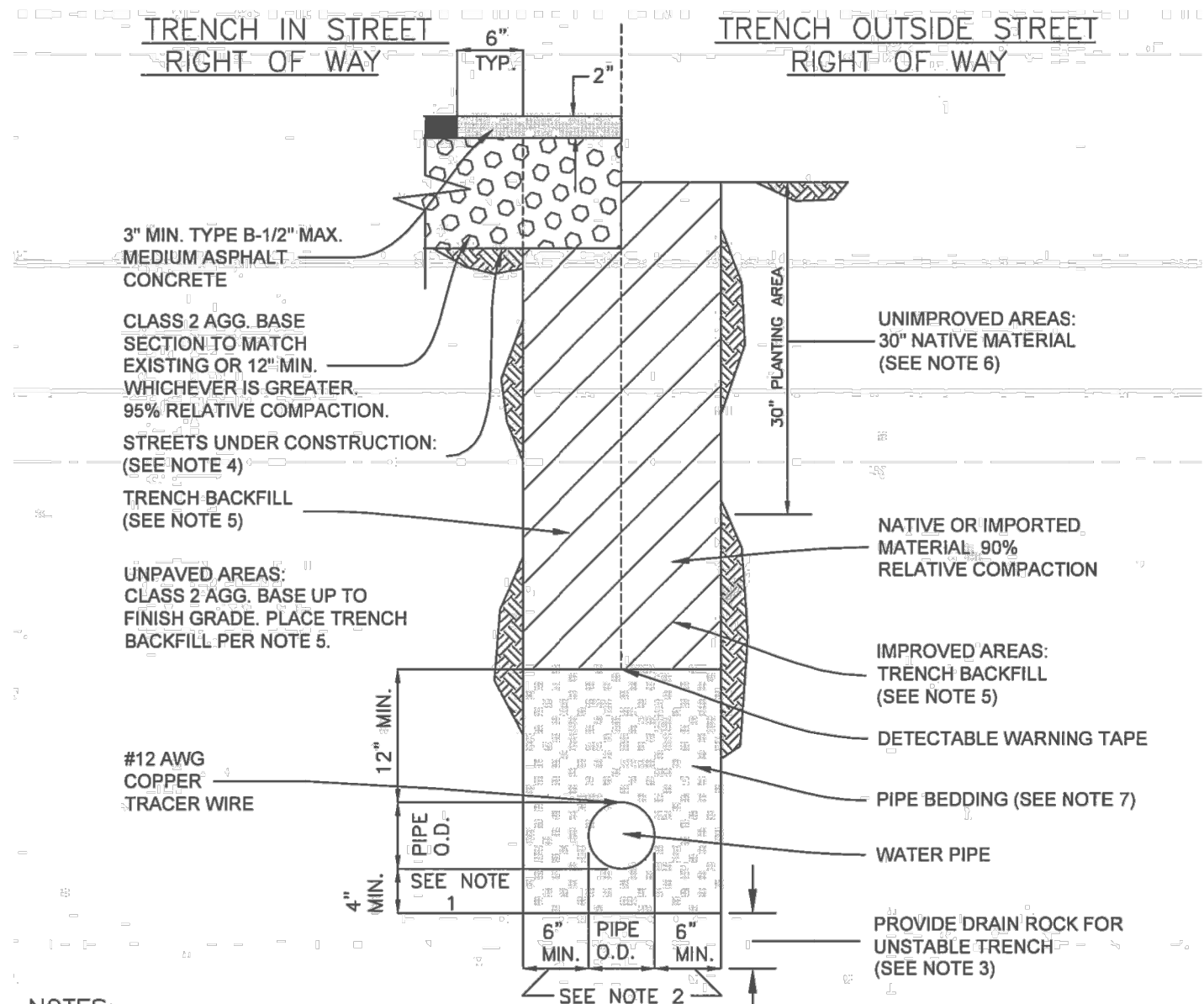


- NOTES:
- ON MAINS WHERE VALVES ARE TO BE INSTALLED ADJACENT TO TEES OR CROSSES, THE VALVES SHALL BE FLANGED X MJ WITH FLANGED END BOLTED DIRECTLY TO THE TEE OR CROSS.
 - WHEN HYDRANT IS AT STREET CORNER, PLACE 14"-18" INSIDE CURB RETURN.
 - FOR LOCATION IN PLANTER STRIP, CENTER OF FH IN 4" CONCRETE SLAB, 48"L X WIDTH OF STRIP.
 - APPLY SINGLE, FULL-STRENGTH COAT OF PAINT TO ENTIRE HYDRANT; PREVENT PAINT FROM ENTERING THREADS AT OUTLET CAPS. USE GLOSS WHITE OIL BASE PAINT: FULLER OBRIENT (STOCK #312-91), RUST-O-LEUM (STOCK #7692), STYLETONE (STOCK #819-01P) OR APPROVED EQUAL.
 - PROVIDE HYDRANT LOCATION MARKER SPECIFICATION 6-0.34 OF TRAFFIC MANUAL, STATE OF CALIFORNIA DOT. DEADEND RUNS UP TO 200 FT. MAY BE 6" PIPE WITH APPROVAL OF FIRE DEPARTMENT; RUNS IN EXCESS 200 FT. TO BE 8" PIPE.

FIRE HYDRANT LATERAL DETAIL
N.T.S. 5



GATE VALVE AND VALVE BOX DETAIL
N.T.S. 6

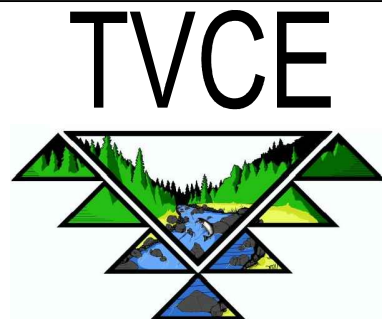


- NOTES:
- WHEN EXCAVATION IS IN ROCKY GROUND, USE THE GREATER OF 1/4" PIPE O.D. OR 4" MINIMUM.
 - FOR 18" DIAMETER OR LESS, USE 6" MINIMUM, 9" MAXIMUM; FOR GREATER THAN 18" DIA. USE 9" MINIMUM, 12" MAXIMUM.
 - FOR UNSTABLE TRENCH PROVIDE DRAIN ROCK FOR WIDTH OF TRENCH, DEPTH AS SPECIFIED ON THE IMPROVEMENT PLANS OR BY THE ENGINEER.
 - NEW STREET SECTION PER IMPROVEMENT PLANS.
 - TRENCH BACKFILL, 95% RELATIVE COMPACTION WITHIN 30" OF FINISH GRADE. REMAINING BACKFILL, 90% RELATIVE COMPACTION. SIEVE SIZE 3/4" 95% PASSING
 - BACKFILL WITH NATIVE MATERIAL REMOVED FROM UPPER 30", 85% RELATIVE COMPACTION.
 - PIPE BEDDING, 90% RELATIVE COMPACTION. SIEVE SIZE 3/4" 95 - 100% PASSING
 - COMPACTION BY HAND AND MECHANICAL TAMPING IN 8" MAXIMUM LIFTS.

TRENCH DETAIL FOR WATER LINE DETAIL
N.T.S. 7

Northern Circle
Indian Housing
Authority

694 Pinoleville Road
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www.pyatok.com

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420 Cooper Lane, Ukiah, CA 95842

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REVISION SCHEDULE
NO. | ISSUE | DATE

JOB NUMBER: 1647
DRAWN BY: RM
CHECKED BY: RH
ISSUE DATE: JUNE 2025
SCALE: AS SHOWN

TITLE: CITY OF UKIAH WATER DETAILS

SHEET:

C05.4

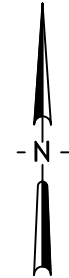
EROSION CONTROL PLAN

FOR:
NORTHERN CIRCLE INDIAN HOUSING AUTHORITY
420 COOPER LANE, UKIAH, CA 95842
MENDOCINO COUNTY

EROSION CONTROL PLAN

1"=30'

0 30 60
SCALE IN FEET



Northern Circle
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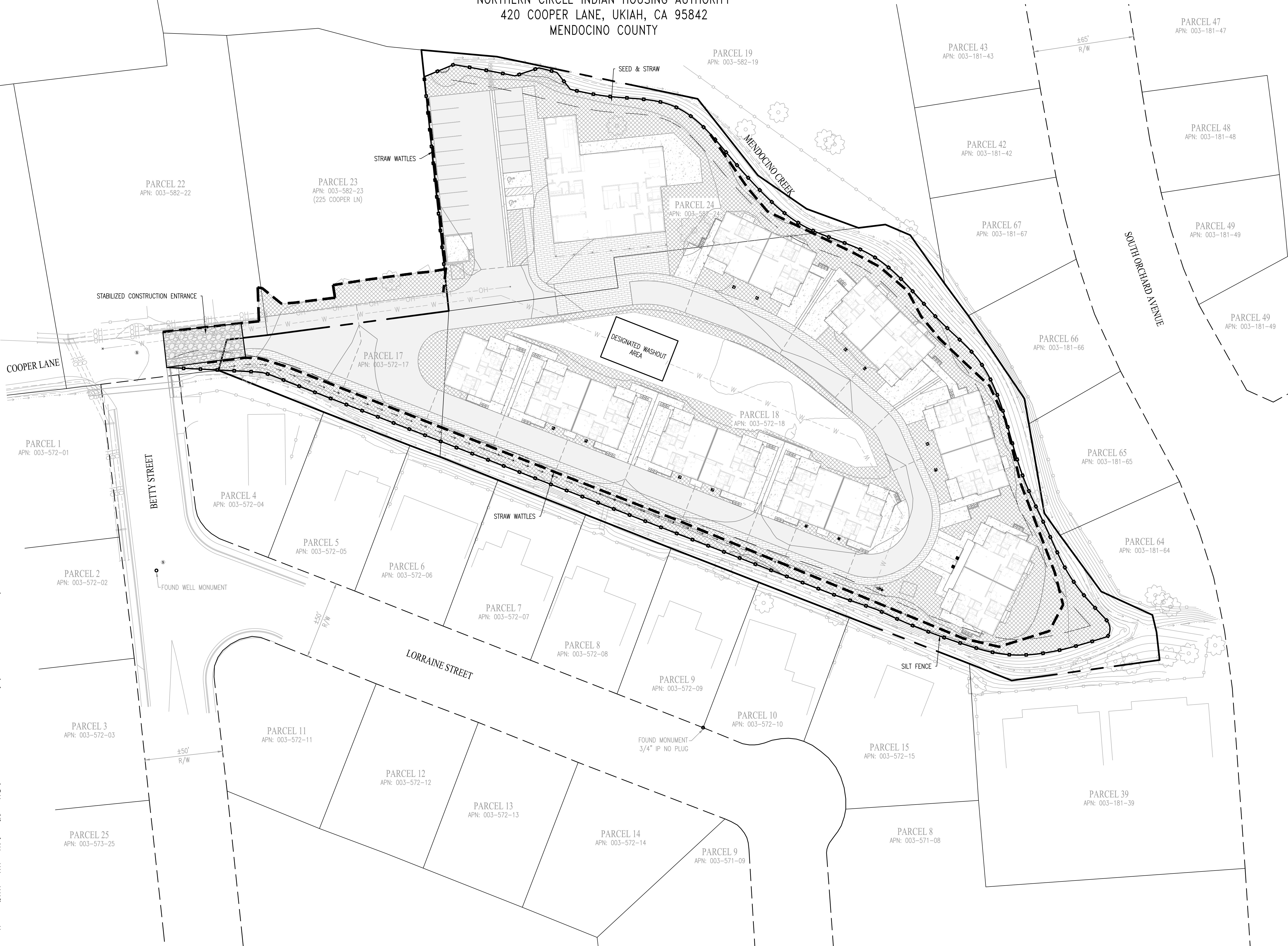
REVISION SCHEDULE
NO. | ISSUE | DATE

JOB NUMBER: 1647
DRAWN BY: RM
CHECKED BY: RH
ISSUE DATE: JUNE 2025
SCALE: AS SHOWN
TITLE: EROSION CONTROL PLAN

SHEET:

C06.1

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LEGEND:

- ONSITE OVERLAND RELEASE PATH
- OFFSITE OVERLAND RELEASE PATH
- STRAW/FIBER ROLLS
- SILT FENCE
- SEED AND STRAW

CONTRACTOR NOTE

- CONTRACTOR MAY SUBSTITUTE TEMPORARY SILT FENCES FOR STRAW FIBER ROLLS AND VICE VERSA.

BMP MAINTENANCE NOTES

- ALL OF THE IMPLEMENTED BMP'S SHALL BE INSPECTED AND CORRECTED AS NEEDED PRIOR TO, DURING, AND DIRECTLY FOLLOWING ANY STORM EVENT, OR WHENEVER TYPICAL.

EROSION AND SEDIMENT CONTROL NOTES

- EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE INSTALLED AND MAINTAINED DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). SEDIMENT CONTROL BMP'S SHALL BE INSTALLED AND MAINTAINED ALL YEAR.
- ALL DRAINAGE INLETS IMMEDIATELY DOWNSTREAM OF THE WORK AREA AND WITHIN THE WORK AREA SHALL BE PROTECTED WITH SEDIMENT CONTROL AND INLET FILTER BAGS, YEAR ROUND. INLETS SHALL BE MARKED "NO DUMPING".
- ALL AREAS DISTURBED DURING CONSTRUCTION, BY GRADING, TRENCHING, OR OTHER ACTIVITIES, SHALL BE PROTECTED FROM EROSION DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). HYDROSEED, IF UTILIZED, MUST BE PLACED BY SEPTEMBER 15. HYDROSEED PLACED DURING THE WET SEASON SHALL USE A SECONDARY EROSION PROTECTION METHOD.
- SENSITIVE AREAS AND AREAS WHERE EXISTING VEGETATION IS BEING PRESERVED SHALL BE PROTECTED WITH CONSTRUCTION FENCING. SEDIMENT CONTROL BMP'S SHALL BE INSTALLED WHERE ACTIVE CONSTRUCTION AREAS DRAIN INTO SENSITIVE OR PRESERVED VEGETATION AREAS.
- SEDIMENT CONTROL BMP'S SHALL BE PLACED ALONG THE PROJECT PERIMETER WHERE DRAINAGE LEAVES THE PROJECT. SEDIMENT CONTROL BMP'S SHALL BE MAINTAINED YEAR-ROUND UNTIL THE CONSTRUCTION IS COMPLETE OR THE DRAINAGE PATTERN HAS BEEN CHANGED AND NO LONGER LEAVES THE SITE.
- ALL SLOPES GREATER THAN 1:1 SHALL RECEIVE SEED AND STRAW OR OTHER EROSION CONTROL.
- ALL FENCING AND EROSION CONTROL METHODS SHALL BE MAINTAINED THROUGHOUT ALL ON-SITE CONSTRUCTION ACTIVITIES.
- ALL BMP'S SHALL BE INSTALLED AND FUNCTIONING PRIOR TO ANY ANTICIPATED STORM EVENT.

STRAW MULCH NOTES:

- STRAW SHALL BE DERIVED FROM WHEAT, RICE, OR BARLEY. WHERE REQUIRED BY THE PLANS, SPECIFICATIONS, PERMITS, OR ENVIRONMENTAL DOCUMENTS, NATIVE GRASS STRAW SHALL BE USED.
- A TACKIFIER IS THE PREFERRED METHOD FOR ANCHORING STRAW MULCH TO THE SOIL ON SLOPES.
- CRIMPING, PUNCH ROLLER-TYPE ROLLERS, OR TRACK WALKING MAY ALSO BE USED TO INCORPORATE STRAW MULCH INTO THE SOIL ON SLOPES. TRACK WALKING SHALL ONLY BE USED WHERE OTHER METHODS ARE IMPRACTICAL.
- AVOID PLACING STRAW ONTO ROADS, SIDEWALKS, DRAINAGE CHANNELS, SOUND WALLS, EXISTING VEGETATION, ETC.
- STRAW MULCH WITH TACKIFIER SHALL NOT BE APPLIED DURING OR IMMEDIATELY BEFORE RAINFALL.
- APPLY STRAW AT A MINIMUM RATE OF 4,000 LB/ACRE, EITHER BY MACHINE OR BY HAND DISTRIBUTION.
- ROUGHEN EMBANKMENTS AND FILL RILLS BEFORE PLACING THE STRAW MULCH BY ROLLING WITH A CRIMPING OR PUNCHING TYPE ROLLER OR BY TRACK WALKING.
- EVENLY DISTRIBUTE STRAW MULCH ON THE SOIL SURFACE.
- ON SMALL AREAS, A SPADE OR SHOVEL CAN BE USED TO PUNCH IN STRAW MULCH.
- ON SLOPES WITH SOILS THAT ARE STABLE ENOUGH AND OF SUFFICIENT GRADIENT TO SAFELY SUPPORT CONSTRUCTION EQUIPMENT WITHOUT CONTRIBUTING TO COMPACTION AND INSTABILITY PROBLEMS, STRAW CAN BE "PUNCHED" INTO THE GROUND USING A KNIFE BLADE ROLLER OR A STRAIGHT BLADED COULTER, KNOWN COMMERCIALY AS A "CRIMPER".
- ON SMALL AREAS AND/OR STEEP SLOPES, STRAW CAN ALSO BE HELD IN PLACE USING JUTE. THE NETTING SHALL BE HELD IN PLACE USING 11 GAUGE WIRE STAPLES, GEOTEXTILE PINS OR WOODEN STAKES AS DESCRIBED IN EC-7, GEOTEXTILES AND MATS.
- TACKIFIER ACTS TO GLUE THE STRAW FIBERS TOGETHER AND TO THE SOIL SURFACE. THE TACKIFIER SHALL BE SELECTED BASED ON LONGEVITY AND ABILITY TO HOLD THE FIBERS IN PLACE. A TACKIFIER IS TYPICALLY APPLIED AT A RATE OF 125 LB/ACRE. IN WINDY CONDITIONS, THE RATES ARE TYPICALLY 180LB/ACRE.

EROSION AND SEDIMENT CONTROL NOTES:

- EROSION CONTROL BEST MANAGEMENT PRACTICES (BMP'S) SHALL BE INSTALLED AND MAINTAINED DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). SEDIMENT CONTROL BMP'S SHALL BE INSTALLED AND MAINTAINED ALL YEAR.
- ALL DRAINAGE INLETS IMMEDIATELY DOWNSTREAM OF THE WORK AREA AND WITHIN THE WORK AREA SHALL BE PROTECTED WITH SEDIMENT CONTROL AND INLET FILTER BAGS, YEAR ROUND.
- ALL STABILIZED CONSTRUCTION ACCESS LOCATIONS SHALL BE CONSTRUCTED PER STANDARD DRAWING TC-1 WHERE CONSTRUCTION TRAFFIC ENTERS OR LEAVES PAVED AREAS. THE STABILIZED ACCESS SHALL BE MAINTAINED ON A YEAR-ROUND BASIS UNTIL THE COMPLETION OF CONSTRUCTION.
- ALL AREAS DISTURBED DURING CONSTRUCTION, BY GRADING, TRENCHING, OR OTHER ACTIVITIES, SHALL BE PROTECTED FROM EROSION DURING THE WET SEASON (OCTOBER 1 THROUGH APRIL 30). HYDROSEED, IF UTILIZED, MUST BE PLACED BY SEPTEMBER 15. HYDROSEED PLACED DURING THE WET SEASON SHALL USE A SECONDARY EROSION PROTECTION METHOD.
- SENSITIVE AREAS AND AREAS WHERE EXISTING VEGETATION IS BEING PRESERVED SHALL BE PROTECTED WITH CONSTRUCTION FENCING. SEDIMENT CONTROL BMP'S SHALL BE INSTALLED WHERE ACTIVE CONSTRUCTION AREAS DRAIN INTO SENSITIVE OR PRESERVED VEGETATION AREAS.
- SEDIMENT CONTROL BMP'S SHALL BE PLACED ALONG THE PROJECT PERIMETER WHERE DRAINAGE LEAVES THE PROJECT. SEDIMENT CONTROL BMP'S SHALL BE MAINTAINED YEAR-ROUND UNTIL THE CONSTRUCTION IS COMPLETE OR THE DRAINAGE PATTERN HAS BEEN CHANGED AND NO LONGER LEAVES THE SITE.
- ALL SLOPES GREATER THAN 1:1 SHALL RECEIVE SEED AND STRAW OR OTHER EROSION CONTROL.
- ALL FENCING AND EROSION CONTROL METHODS SHALL BE MAINTAINED THROUGHOUT ALL ON-SITE CONSTRUCTION ACTIVITIES.
- ALL BMPs SHALL BE INSTALLED AND FUNCTIONING PRIOR TO ANY ANTICIPATED STORM EVENT.

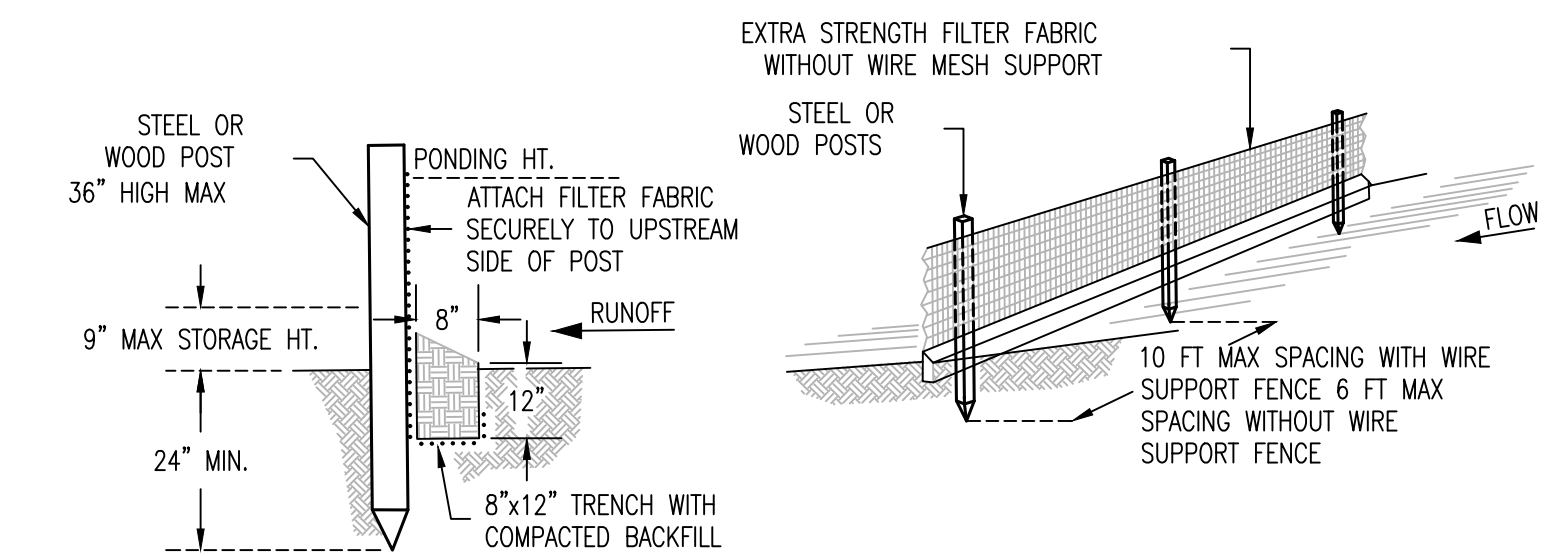
GENERAL WATER POLLUTION CONTROL NOTES:

- THE INFORMATION ON THESE DRAWINGS ARE ACCURATE FOR WATER POLLUTION CONTROL PURPOSES ONLY.
- THE INFORMATION ON THIS PLAN IS INTENDED TO BE USED AS A GUIDELINE FOR THE CONTRACTOR AND SUBCONTRACTORS TO INSTALL WATER POLLUTION CONTROL DEVICES AT GENERAL LOCATION THROUGHOUT THE SITE. THESE DRAWINGS ARE TO BE USED IN CONJUNCTION WITH THE NARRATIVE SECTION OF THE WATER POLLUTION CONTROL PLAN.
- FIELD CONDITIONS MAY NECESSITATE MODIFICATION TO THESE DRAWINGS.
- PERMANENT EROSION CONTROL AND REVEGETATION WILL BE INSTALLED AS AREAS ARE DETERMINED TO BE SUBSTANTIALLY COMPLETE AND PER THE SPECIFICATIONS.
- ALL BMPs WILL BE FIELD-VERIFIED AND APPROVED FOR INSTALLATION BY THE RE. ALL BMPs WILL BE INSTALLED ACCORDING TO THE STANDARD PLANS AND SPECIFICATIONS UNLESS APPROVED BY THE RE AND AMENDED INTO THE WPCP.

BMP MAINTENANCE NOTES:

- ALL OF THE IMPLEMENTED BMPs SHALL BE INSPECTED AND CORRECTED AS NEEDED PRIOR TO, DURING, AND DIRECTLY FOLLOWING ANY STORM EVENT, OR WHENEVER PRACTICAL.

BMP INSTALLATION SCHEDULE											
PHASE OF CONSTRUCTION	EROSION AND SEDIMENT CONTROL MEASURES										
	(WET SEASON)			(WET AND DRY SEASON)							
	HYDROSEEDING/ MULCHING	PRESERVATION OF EXISTING VEGETATION	STRAW/ FIBER ROLLS	STORM DRAIN INLET PROTECTION	TEMP. SEDIMENT TRAP	STABILIZED CONSTRUCTION ENTRANCE	CONTRACTOR EQUIPMENT CONTROLS	MATERIAL & WASTE DISPOSAL LOCATION	DUST CONTROL	DEWATERING OPERATIONS	CONCRETE WASHOUT
PRE-GRADING	●	●	●			●	●	●	●		●
CUT AND FILL ACTIVITIES				●	●					●	
UNDERGROUND WORK											
STORM DRAIN IMPROVEMENTS											
OFFSITE IMPROVEMENTS				●							
COMPLETION OF PAVING											
POST-GRADING	●	●									

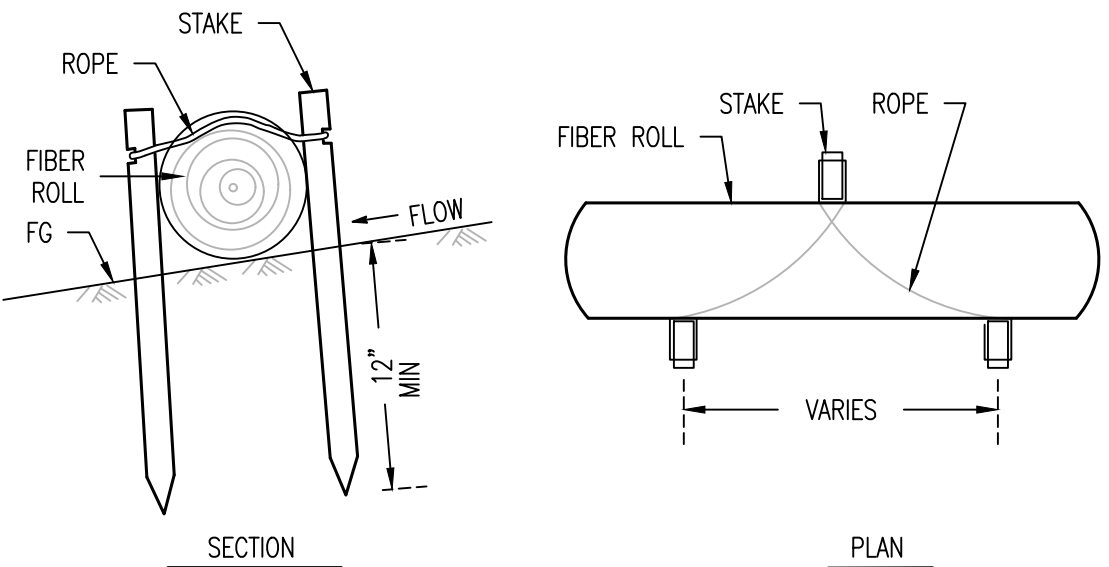


SILT FENCE NOTES:

- THE CONTRACTOR SHALL INSPECT AND REPAIR FENCE AFTER EACH STORM EVENT.
- CONTRACTOR SHALL REMOVE SEDIMENT AS NECESSARY. REMOVED SEDIMENT SHALL BE DEPOSITED TO AN AREA THAT WILL NOT CONTRIBUTE SEDIMENT OFF-SITE AND IN AN AREA THAT CAN BE PERMANENTLY STABILIZED.
- SILT FENCE SHALL BE PLACED ON SLOPE CONTOURS TO MAXIMIZE PONDING EFFICIENCY.

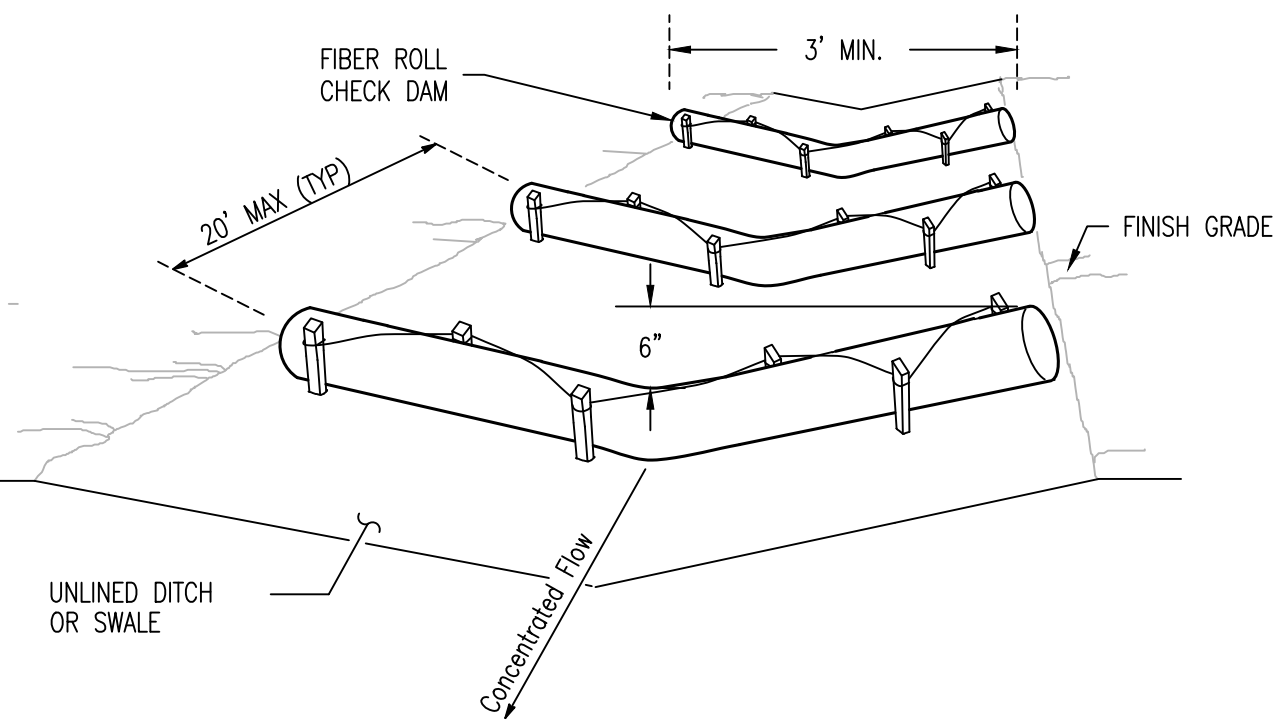
SILT FENCE DETAILS

NTS



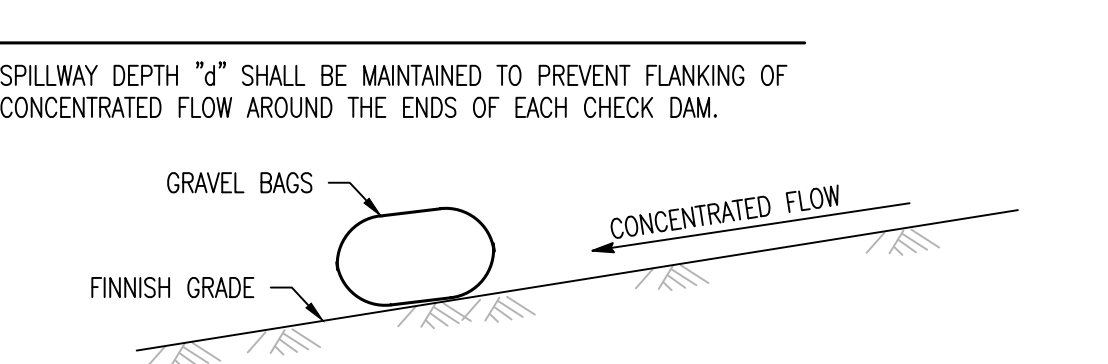
STAKING AND LASHING DETAIL

NTS



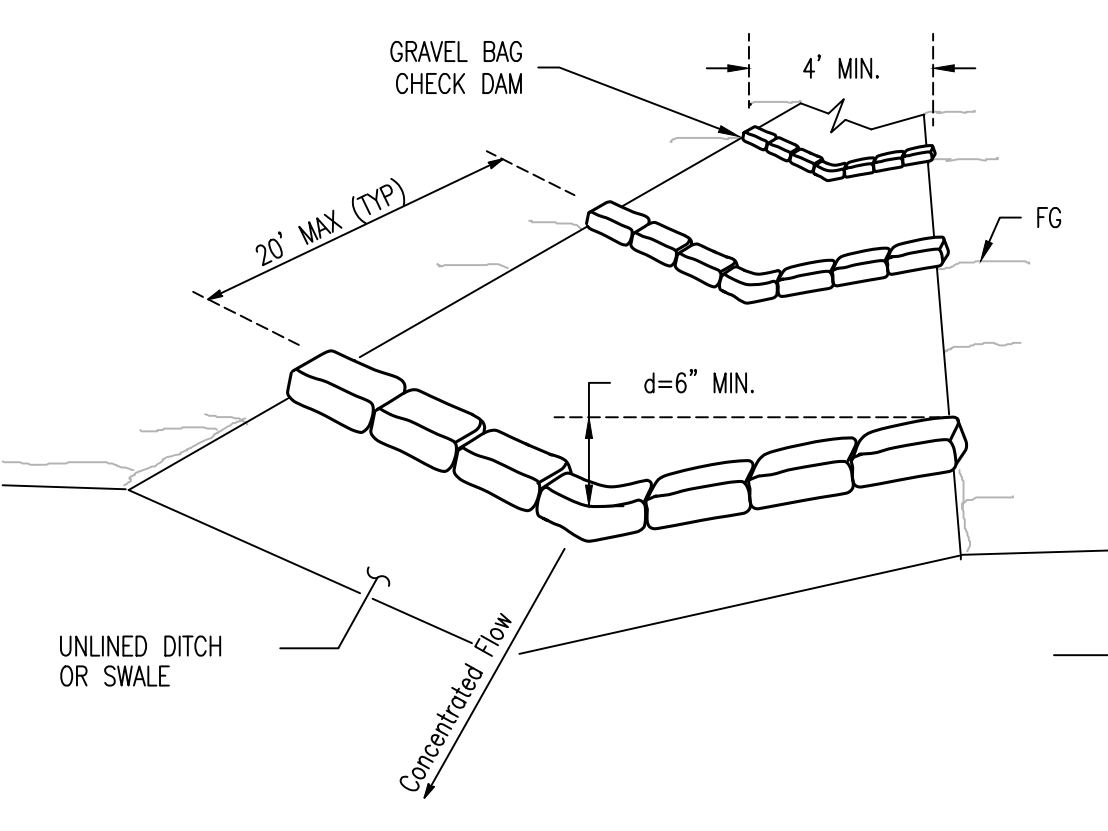
TEMPORARY CHECK DAM (TYPE 1)

NTS



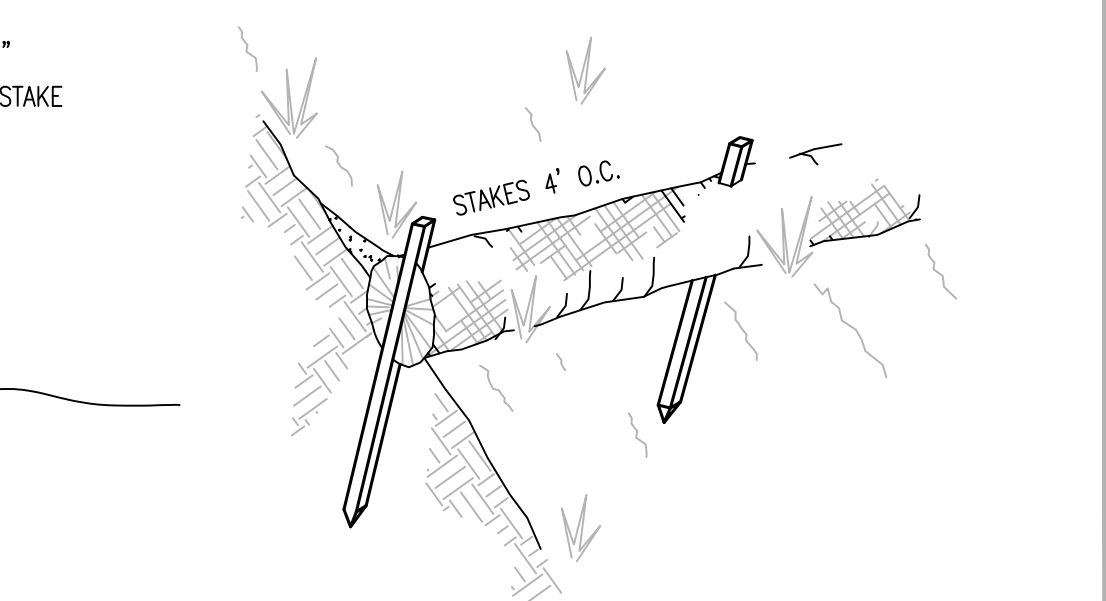
TEMPORARY CHECK DAM (TYPE 2)

NTS



TEMPORARY CHECK DAM (TYPE 2)

NTS

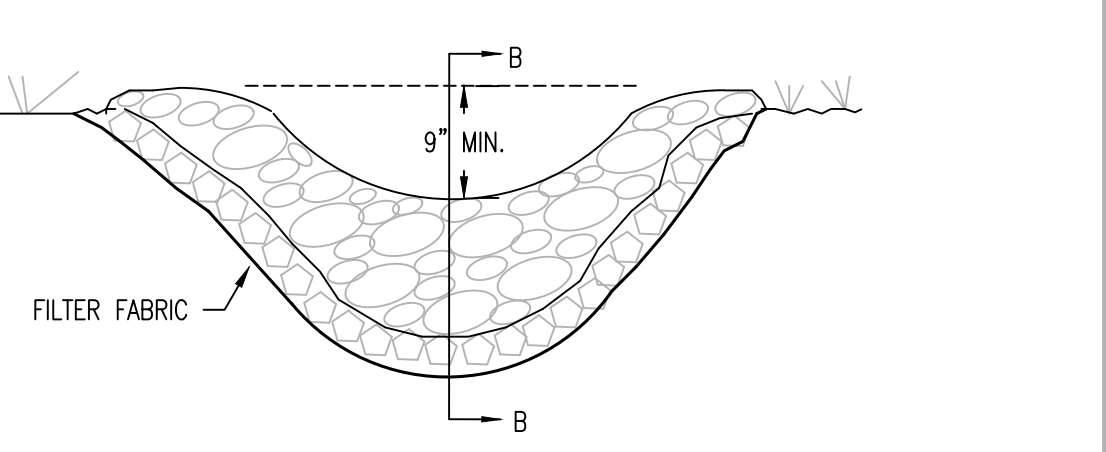


STRAW WATTLE NOTES:

- STRAW WATTLES SHALL BE INSTALLED WITH 18 OR 24 INCH WOOD STAKES AT FOUR FEET ON CENTER. THE ENDS OF ADJACENT STRAW WATTLES SHALL BE ABUTED TO EACH OTHER SNUGLY OR OVERLAPPED BY SIX INCHES.
- STRAW ROLL INSTALLATION REQUIRES THE PLACEMENT AND SECURE STAKING OF THE ROLL IN A TRENCH, 3"-5" DEEP. RUNOFF MUST NOT BE ALLOWED TO RUN UNDER OR AROUND THE ROLL.

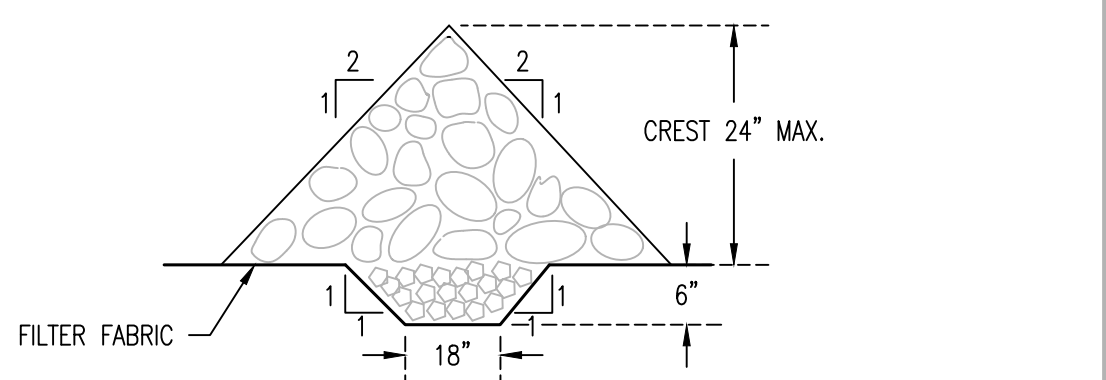
STRAW WATTLE INSTALLATION DETAIL

NTS



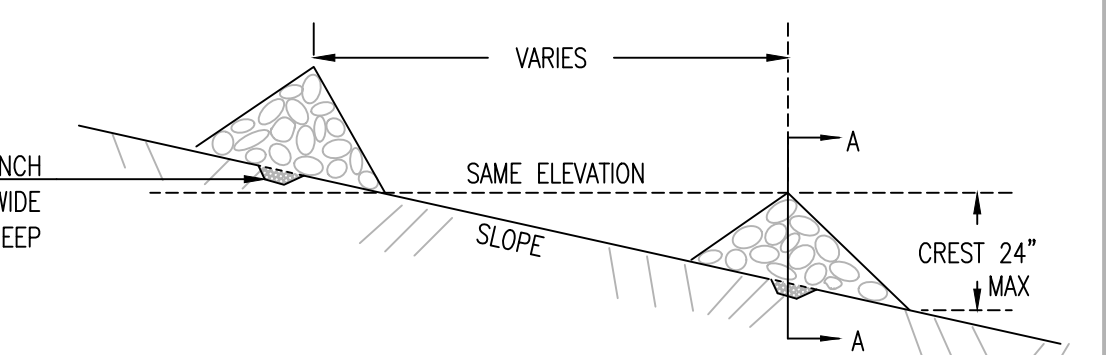
SECTION A-A

NTS



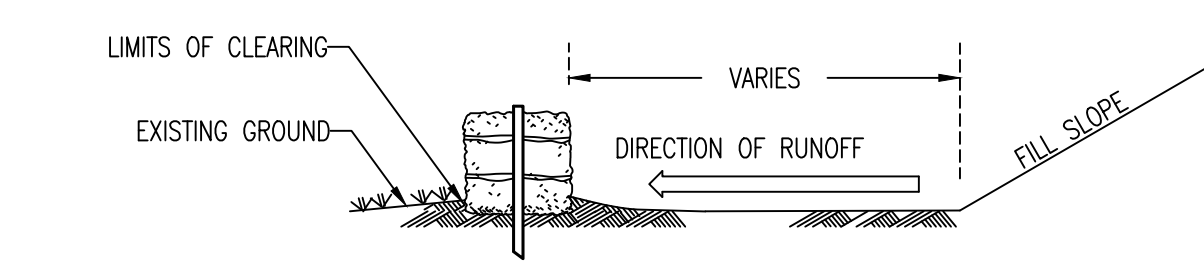
SECTION B-B

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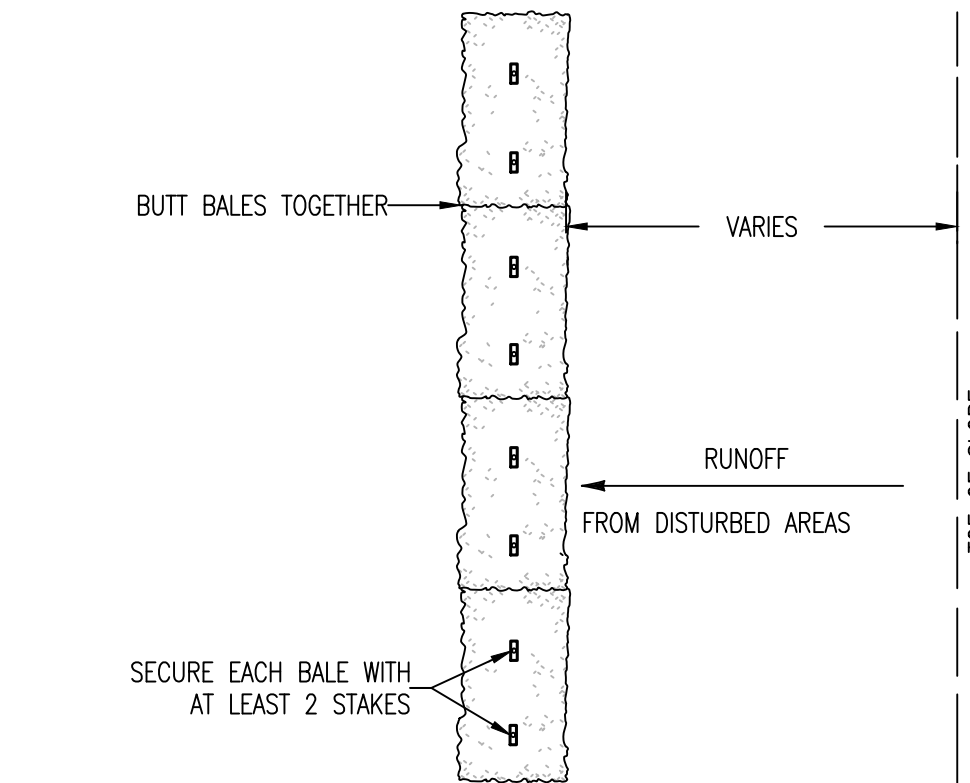
TEMPORARY CHECK DAM (TYPE 3)

NTS



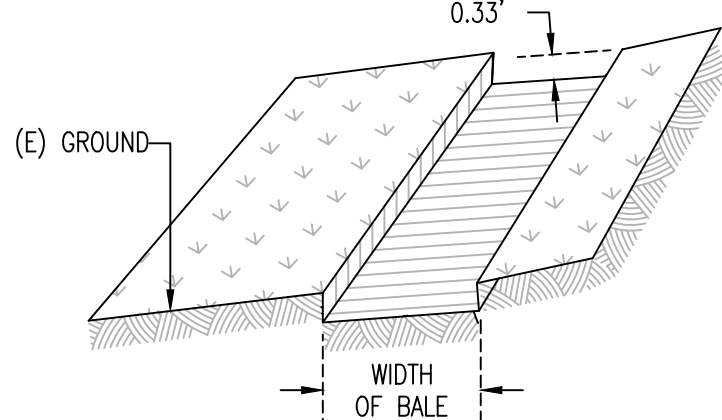
ELEVATION

NTS



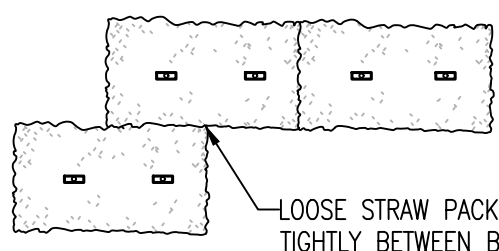
PLAN VIEW

NTS



STEP 1:

EXCAVATE TRENCH

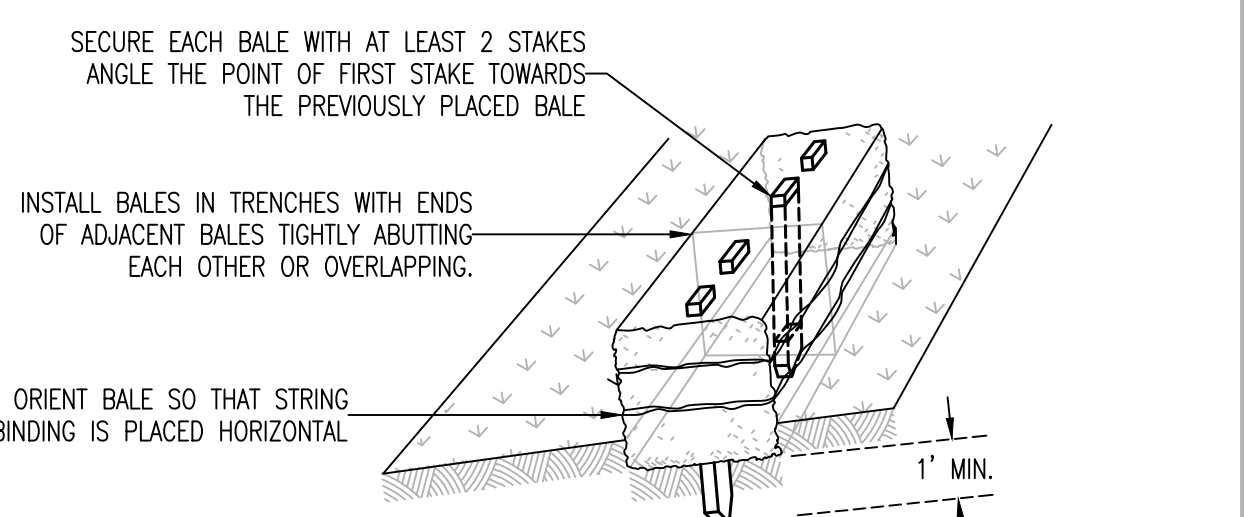


STEP 3:

TIGHTLY PACK STRAW BETWEEN BALES

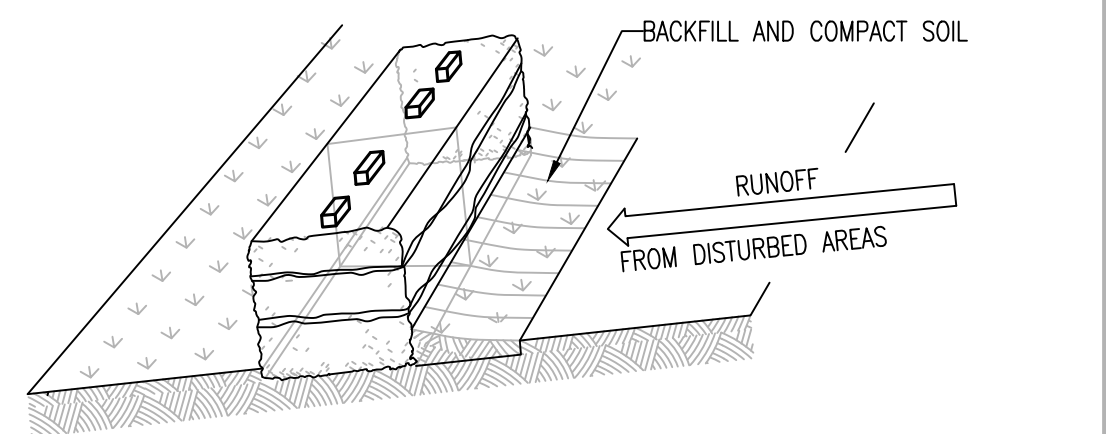
STRAW BALE BARRIER INSTALLATION DETAIL

NTS



STEP 2:

INSTALL BALES

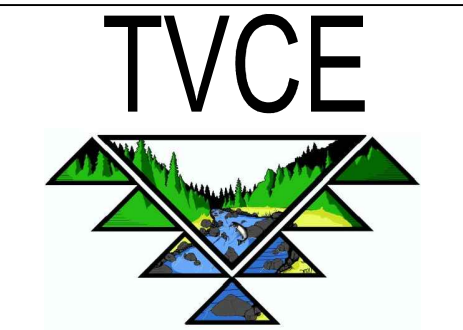


STEP 4:

BACKFILL SOIL AGAINST BALES

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Authority

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420 Cooper Lane, Ukiah, CA 95842

STAMP:

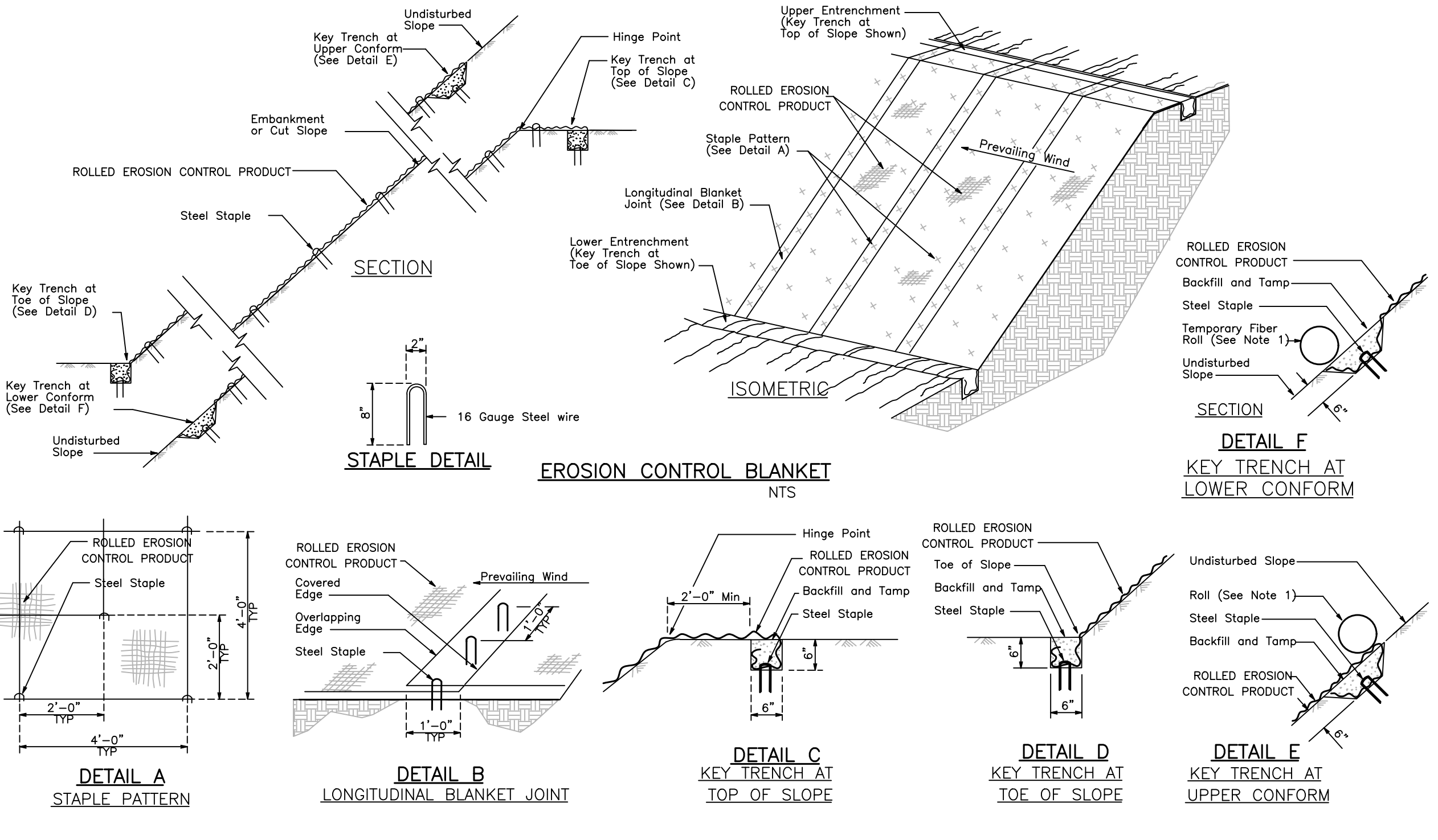
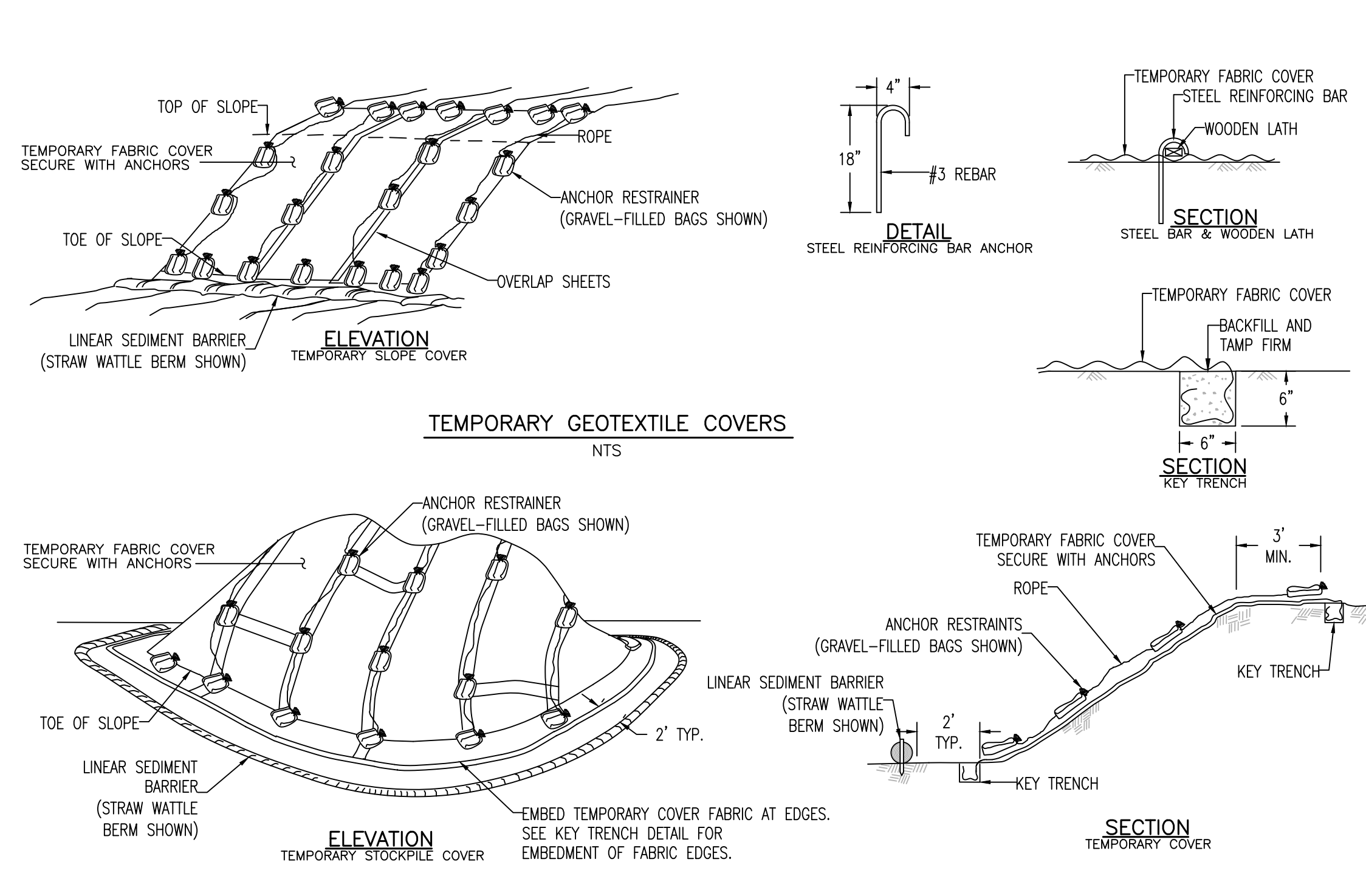
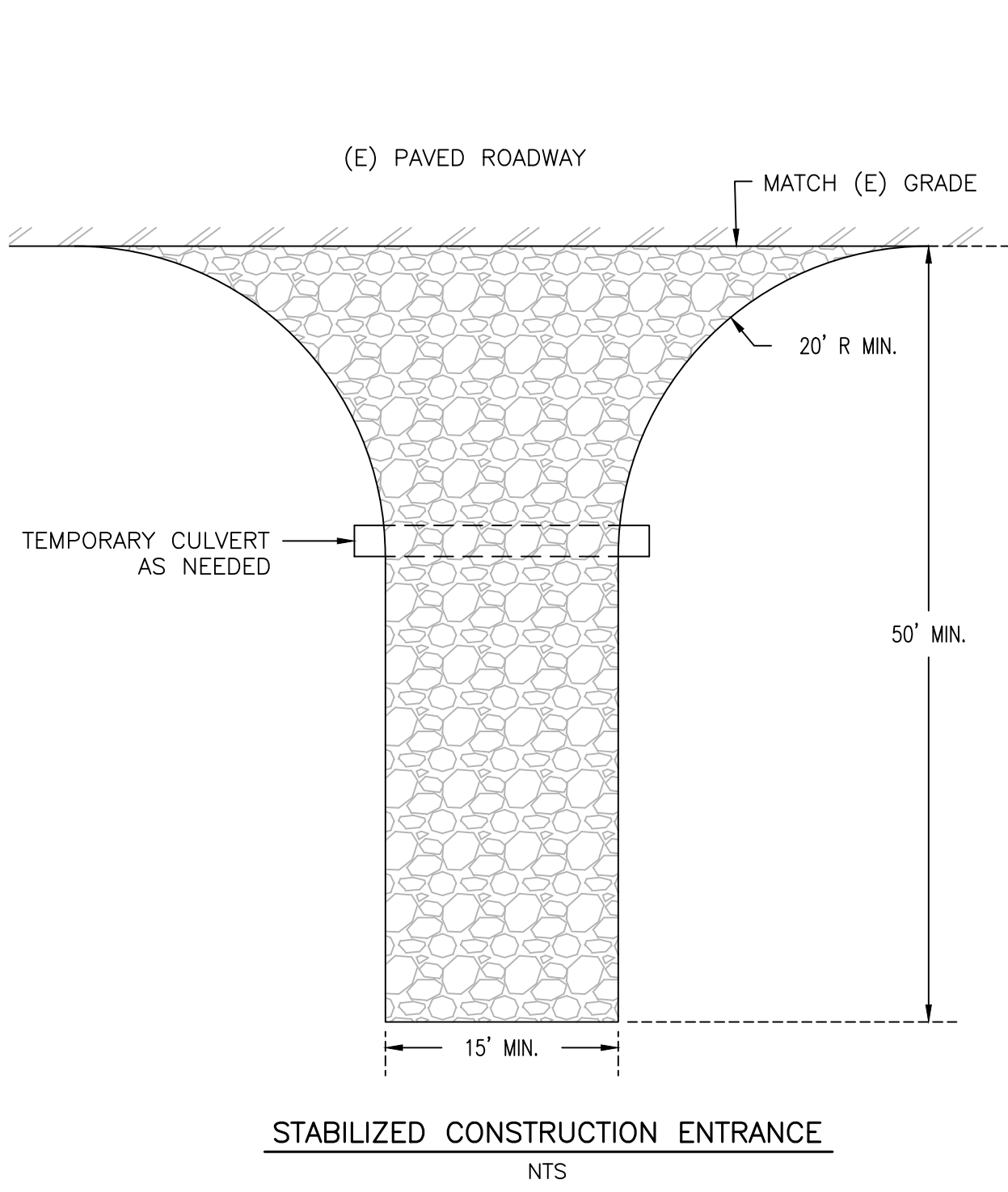
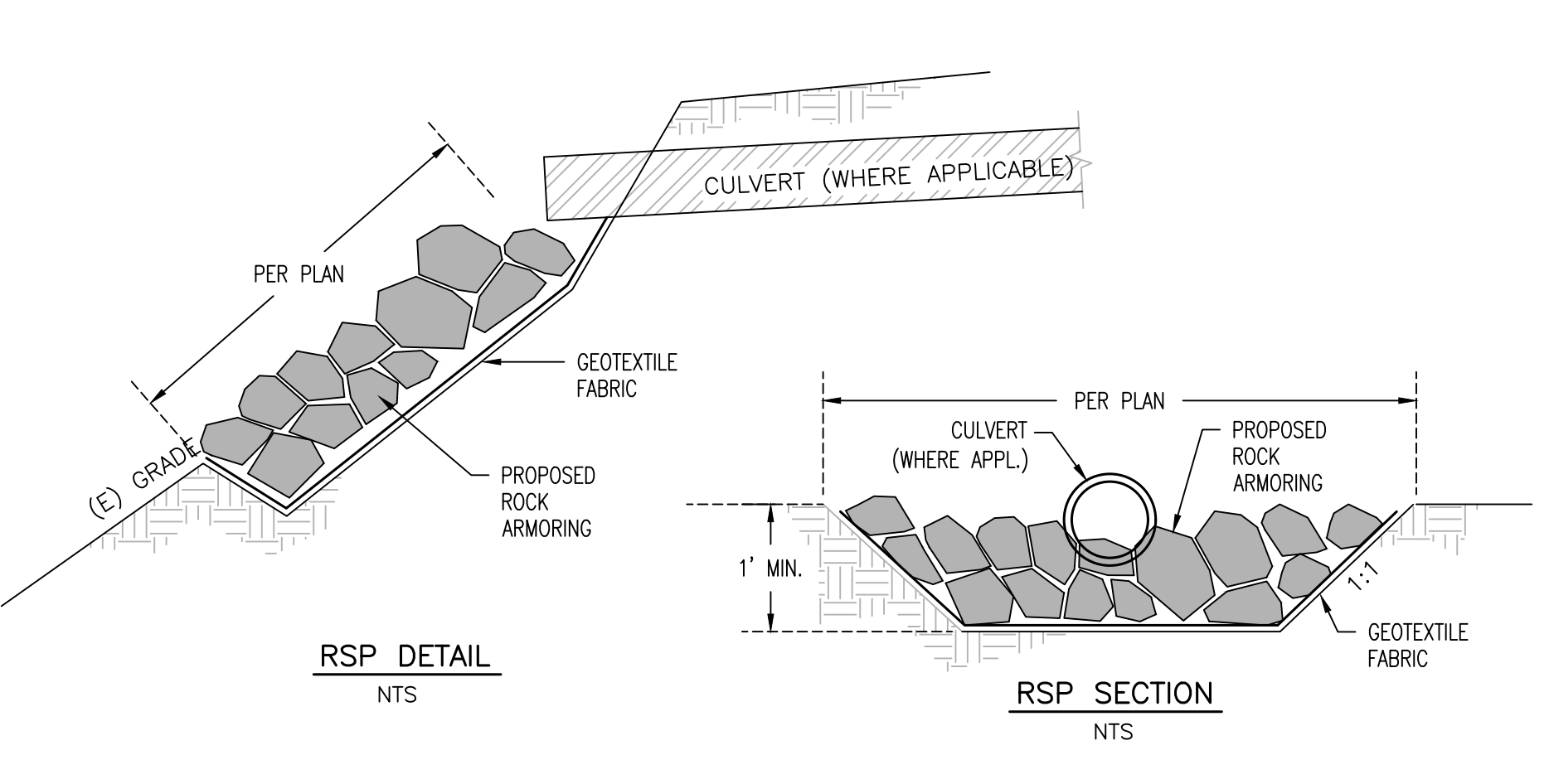
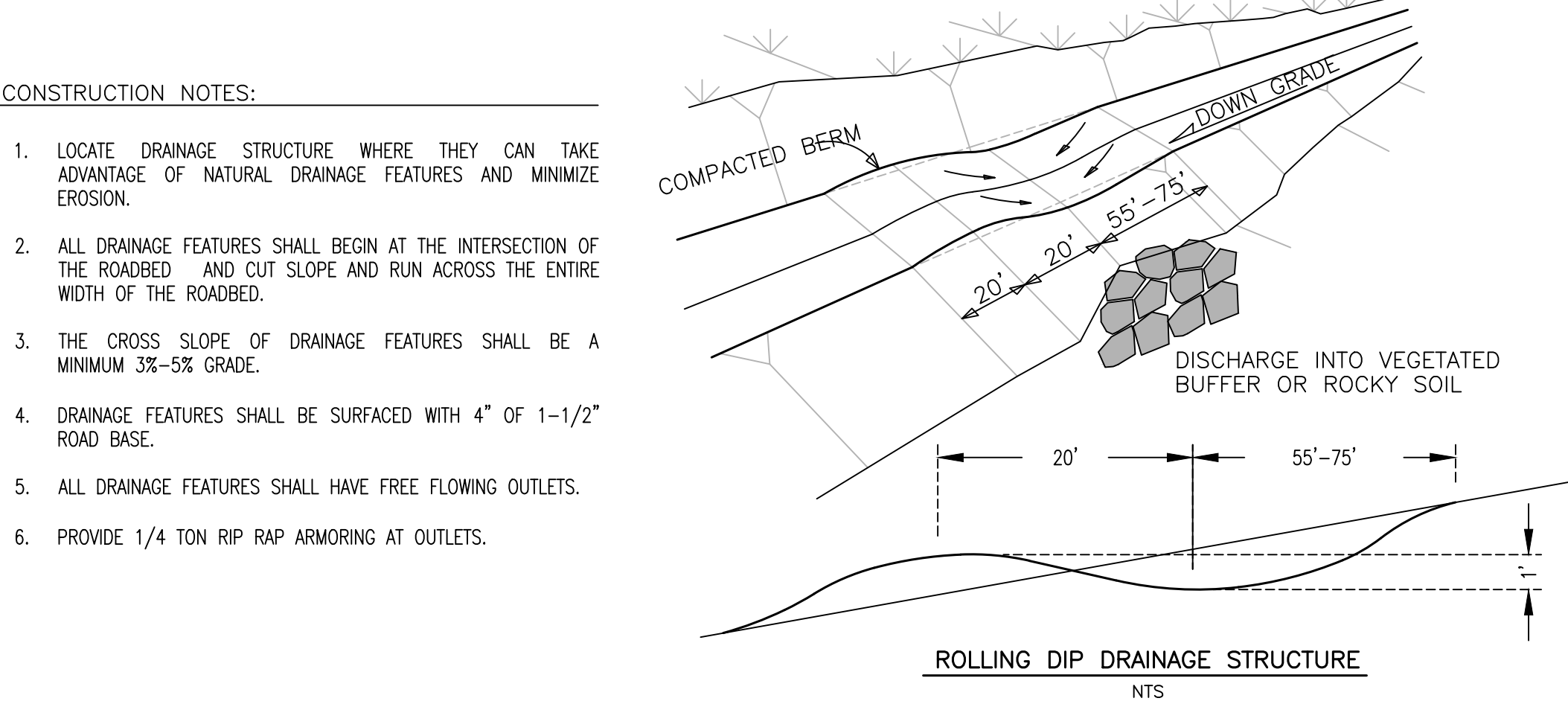
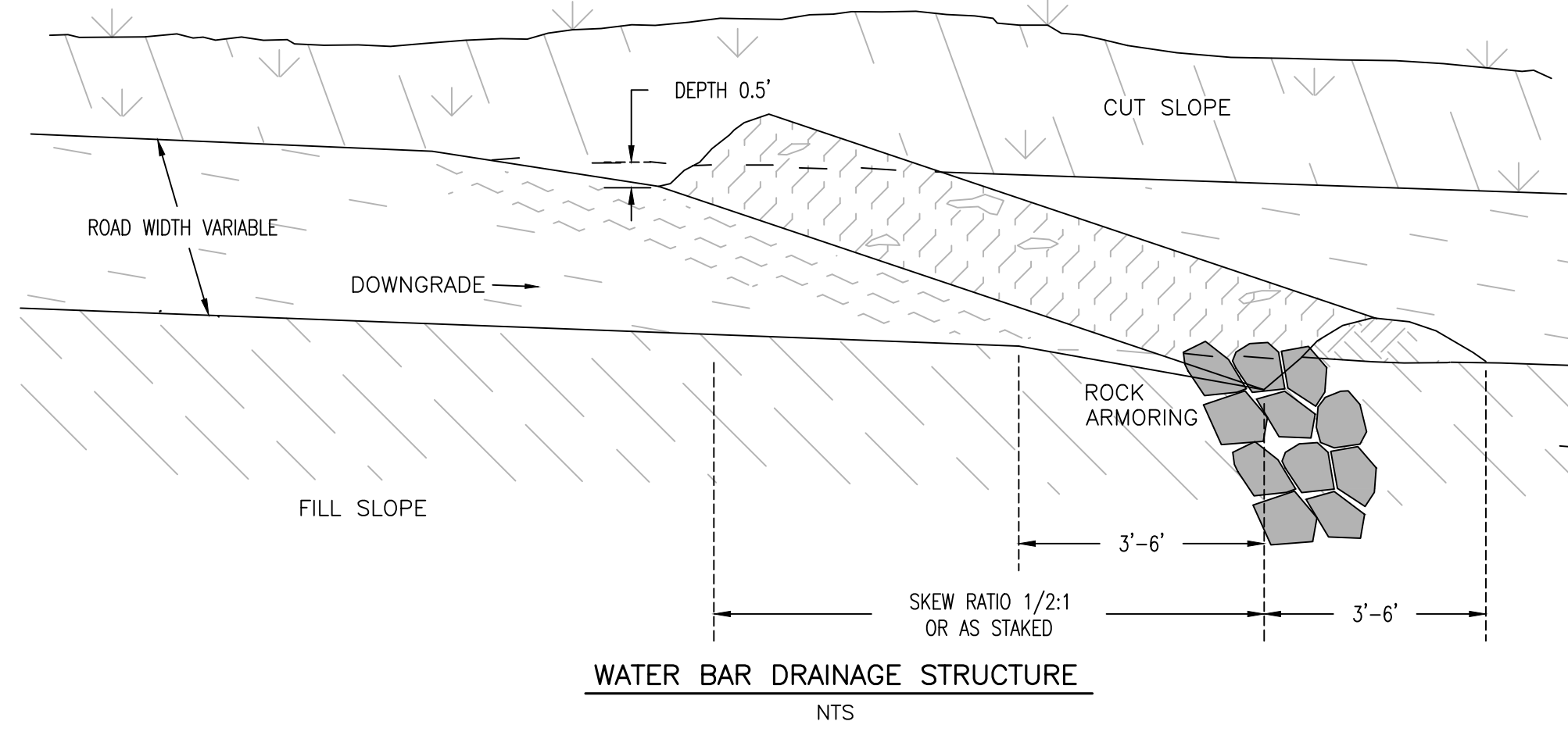
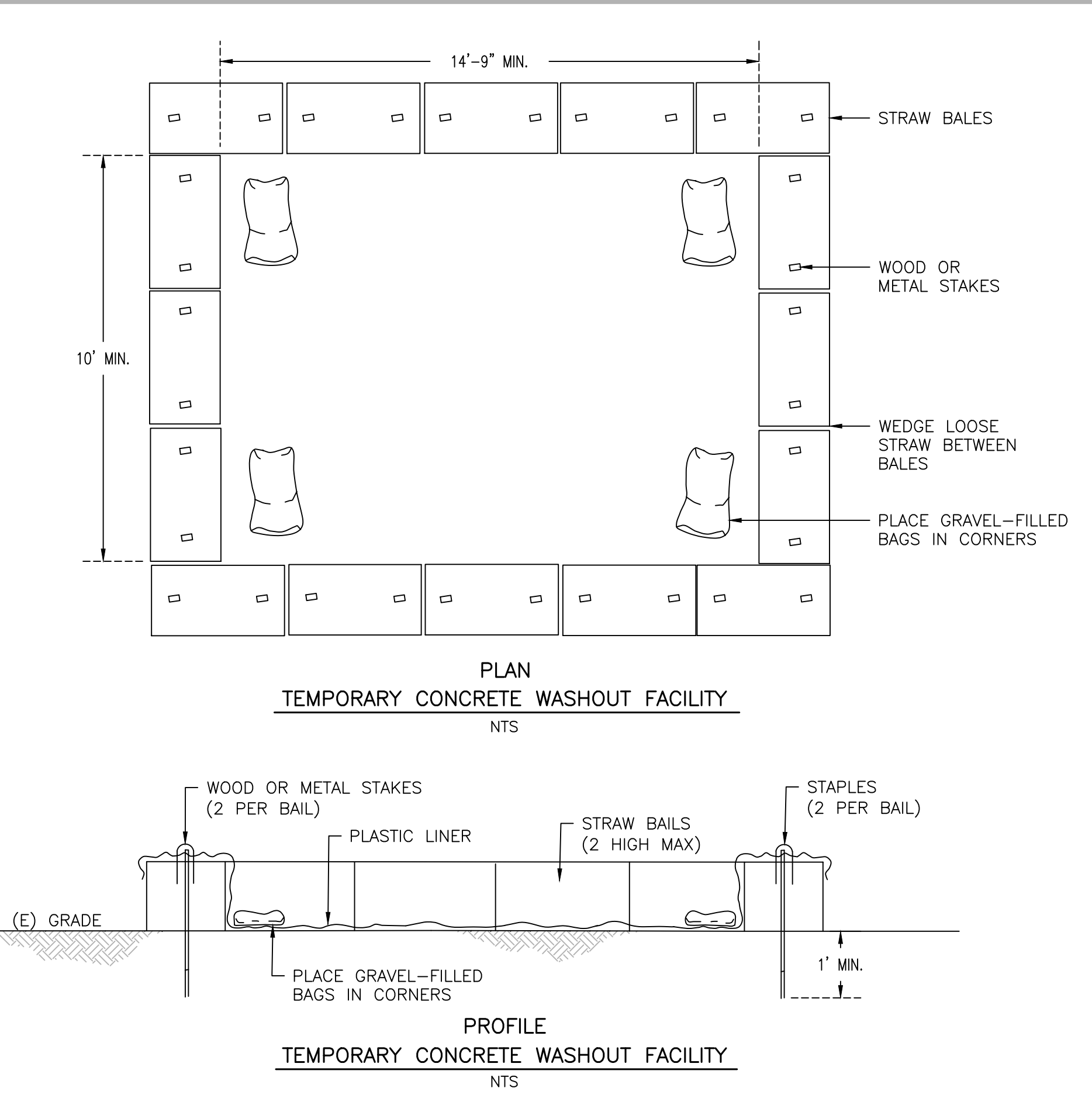
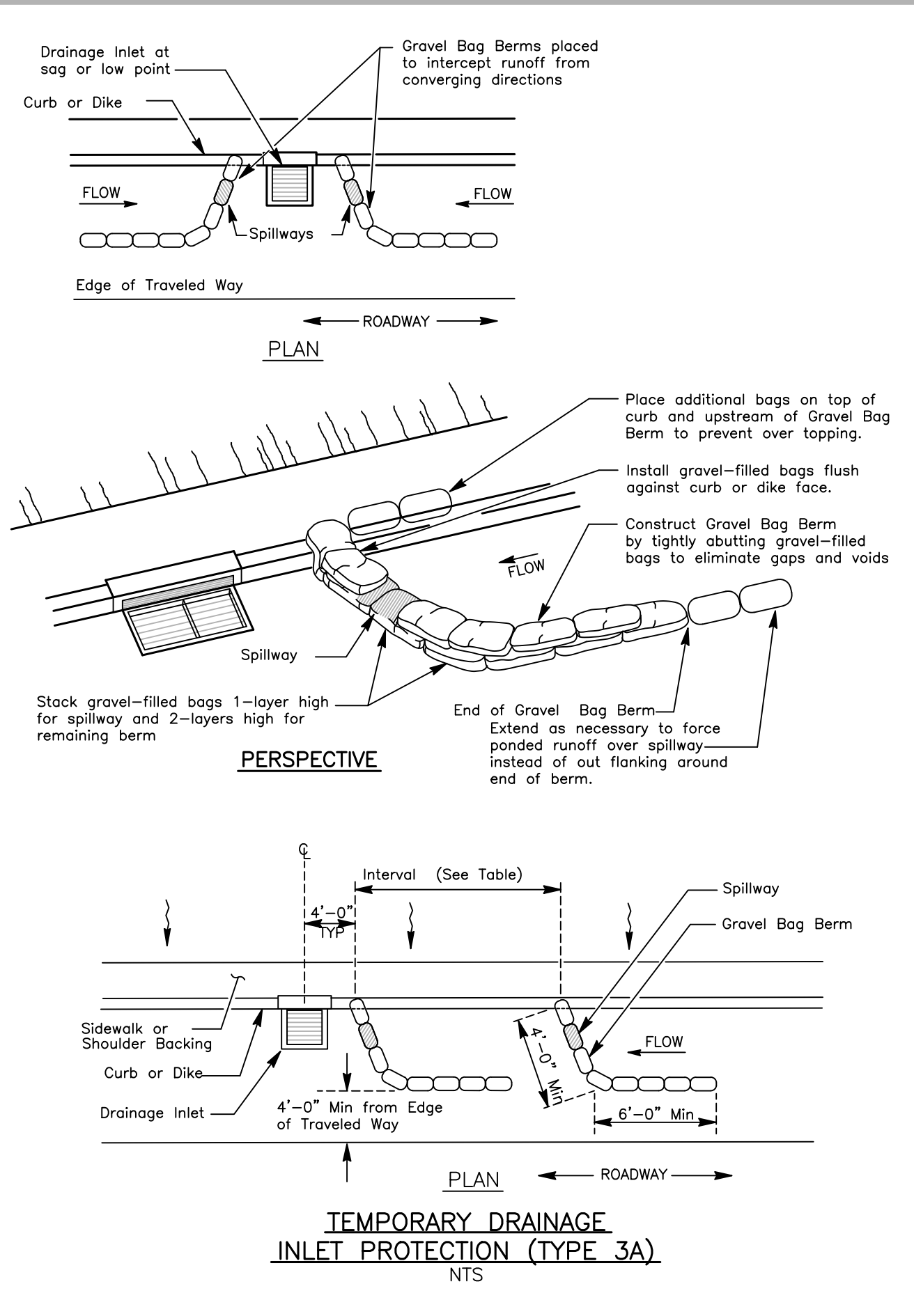
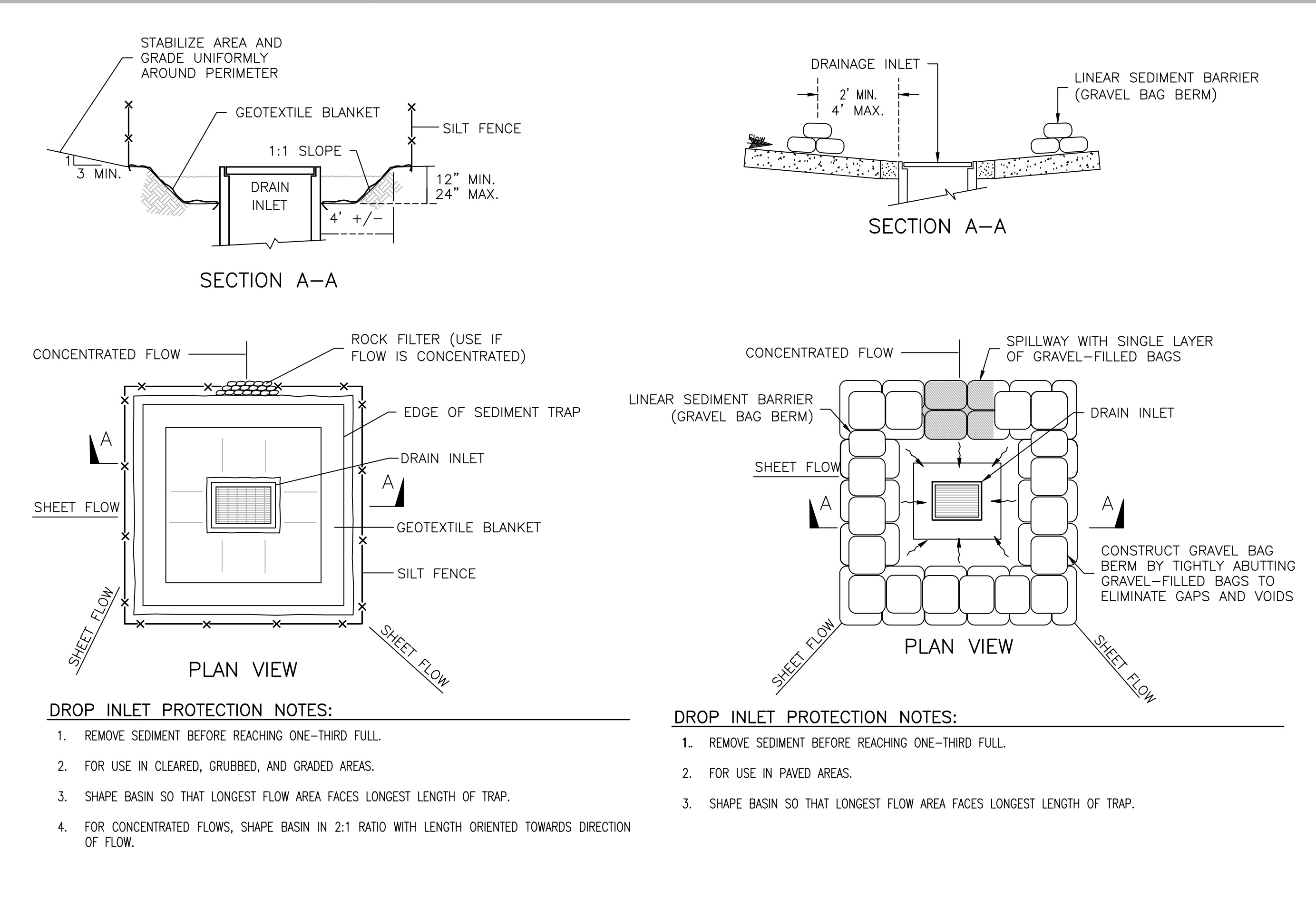
NOT FOR CONSTRUCTION

REVISION SCHEDULE
NO. | ISSUE | DATE

JOB NUMBER: 1647
DRAWN BY: RM
CHECKED BY: RH
ISSUE DATE: JUNE 2025
SCALE: AS SHOWN
TITLE: EROSION CONTROL DETAILS

SHEET:

C06.2



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Indian Housing
Authority

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Ukiah Elders

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STAMP:

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SCALE: AS SHOWN

TITLE:
EROSION CONTROL DETAILS

SHEET:

C06.3

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SITE AREA:	113,447 SF/ 2.6 ACRE
CONSTRUCTION TYPE:	TYPE V
UNIT COUNT / TYPE:	15 / 2-BEDROOM
TOTAL BUILDING AREA:	+/- 16,000 SF
RESIDENT PKG:	1 ADA PER UNIT
VISITOR PKG:	16 STANDARD + 2 ADA
TOTAL PKG :	33 (2.2 PER UNIT)



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SUE SCHEDULE	
D.O. ISSUE	DATE
PRELIMINARY REVIEW	JUNE 2025

REVISION SCHEDULE	
NO. ISSUE	DATE

B NUMBER: 2507
 DRAWN BY: Author
 CHECKED BY: Checker
 ISSUE DATE: 06/06/2025
 SCALE: 1" = 20'-0"

LE:
ARCHITECTURE SITE PLAN -
GRADE LEVEL

EET:

A1.00

PRELIMINARY - Not for Construction



OVERALL SITE PERSPECTIVE
FROM SOUTH-EAST



OVERALL SITE PERSPECTIVE
FROM NORTH

ISSUE SCHEDULE		
NO.	ISSUE	DATE
SD	PRELIMINARY REVIEW	JUNE 2025

REVISION SCHEDULE		
NO.	ISSUE	DATE

JOB NUMBER:	2507
DRAWN BY:	Author
CHECKED BY:	Checker
ISSUE DATE:	06/06/2025

SCALE:
TITLE:
**OVERALL SITE PERSPECTIVE
VIEW**

6/5/2025 6:29:11 PM



ENLARGED FLOOR PLAN_DUPLEX BLDG (SOUTH)¹
1/4" = 1'-0"



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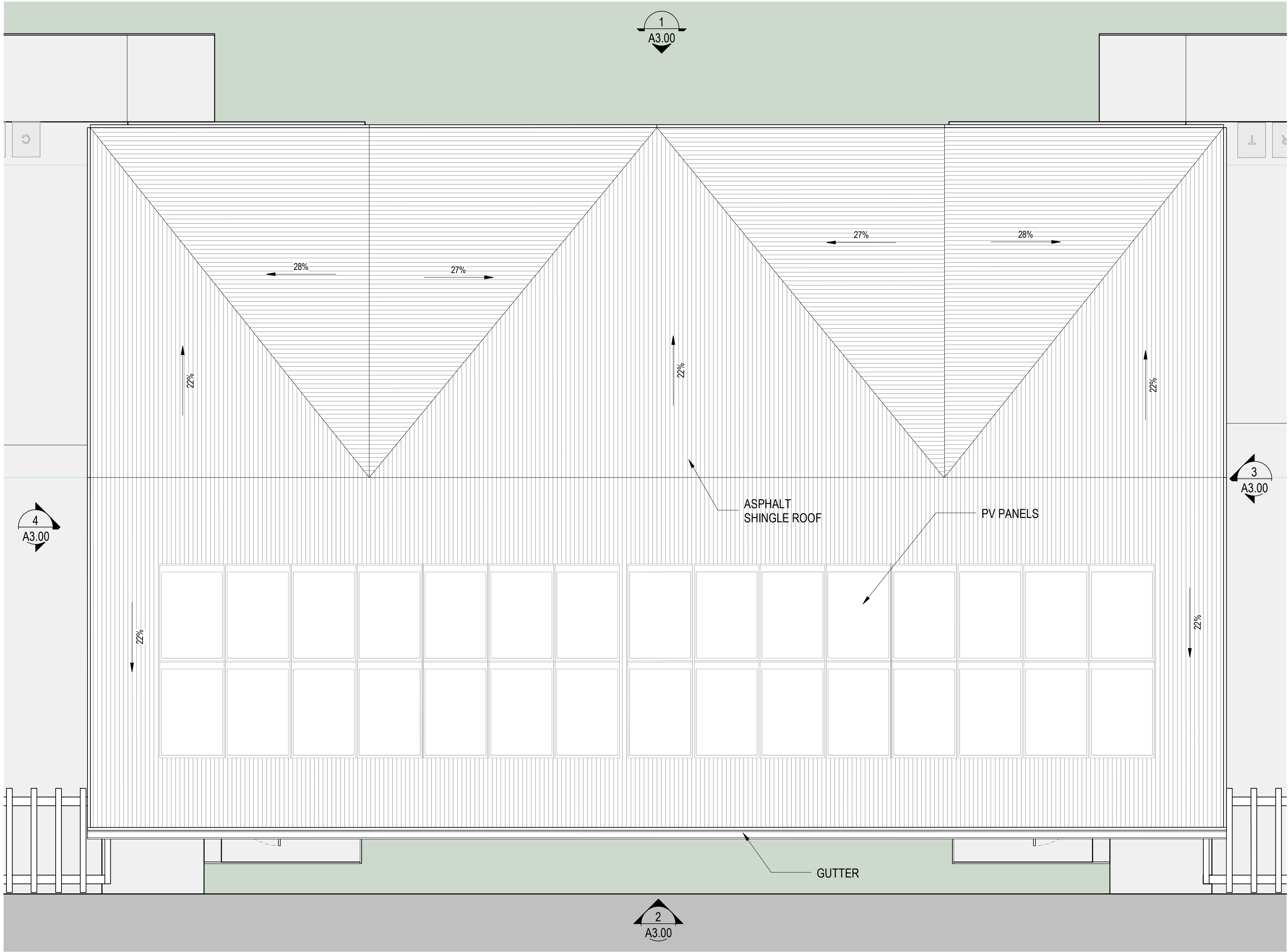
ISSUE SCHEDULE		
NO.	ISSUE	DATE
SD	PRELIMINARY REVIEW	JUNE 2025

REVISION SCHEDULE		
NO.	ISSUE	DATE

JOB NUMBER: 2507
DRAWN BY: Author
CHECKED BY: Checker
ISSUE DATE: 06/06/2025
SCALE: 1/4" = 1'-0"

TITLE:
**ENLARGED FLOOR
PLAN_DUPLEX BLDG (SOUTH)**

SHEET:
A2.00
PRELIMINARY - Not for Construction -



ENLARGED ROOF PLAN_DUPLEX BLDG (SOUTH)¹
1/4" = 1'-0"

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SD	PRELIMINARY REVIEW	JUNE 2025

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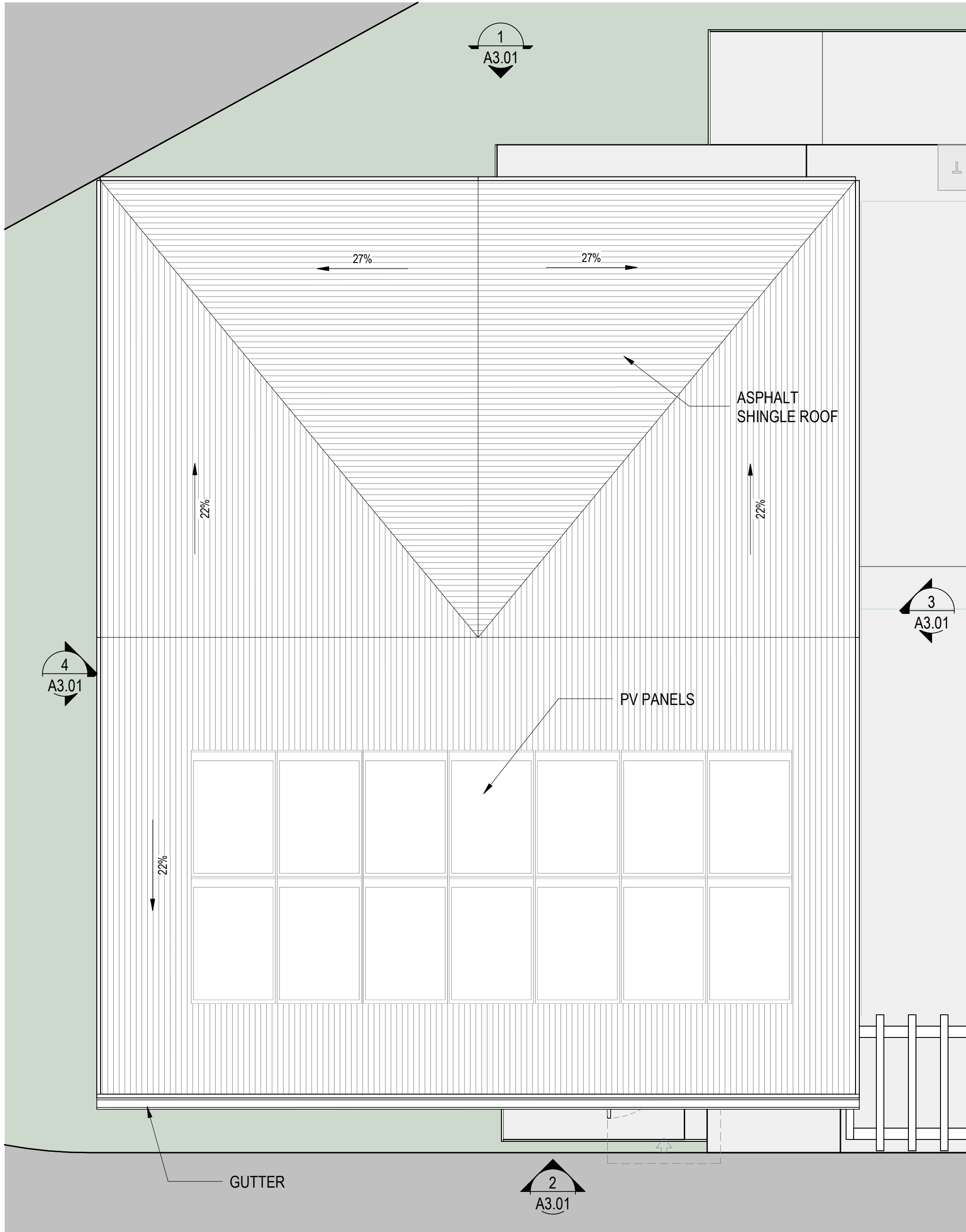
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TITLE:
**ENLARGED ROOF
PLAN_DUPLEX BLDG (SOUTH)**

SHEET:

A2.00-1

PRELIMINARY - Not for Construction -



ENLARGED ROOF PLAN_SINGLE BLDG 2
1/4" = 1'-0"



ENLARGED FLOOR PLAN_SINGLE BLDG 1
1/4" = 1'-0"

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SCALE: 1/4" = 1'-0"
TITLE:
**ENLARGED FLOOR & ROOF
PLAN_SINGLE BLDG**

SHEET:
A2.01

PRELIMINARY - Not for Construction -

6/5/2025 6:29:12 PM



ENLARGED FLOOR PLAN DUPLEX BLDG (NORTH)
1/4" = 1'-0"

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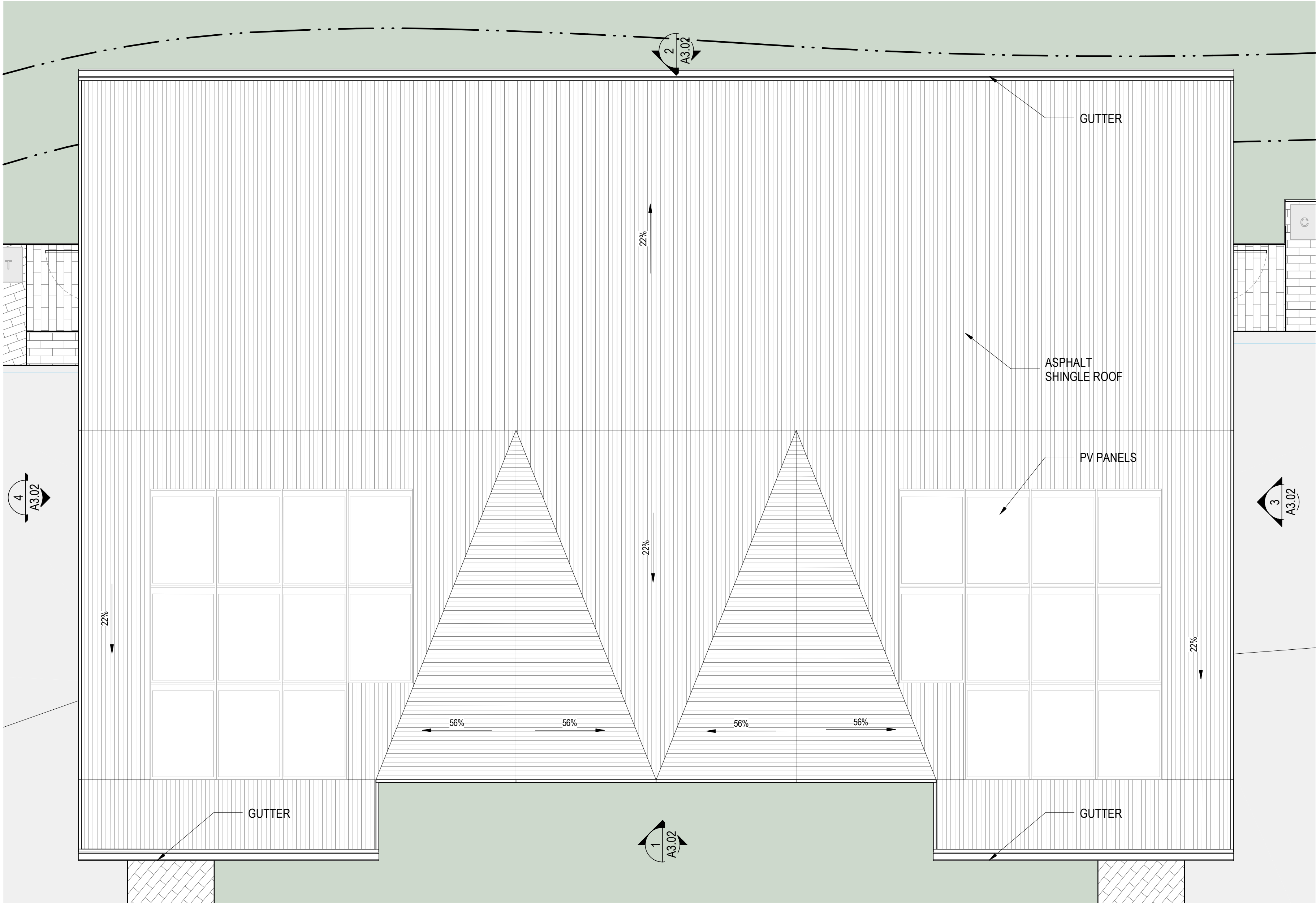
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TITLE:
**ENLARGED FLOOR
PLAN DUPLEX BLDG (NORTH)**

SHEET:

A2.02

PRELIMINARY - Not for Construction -



ENLARGED ROOF PLAN_DUPLEX BLDG (NORTH)¹
1/4" = 1'-0"

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NO.	ISSUE	DATE

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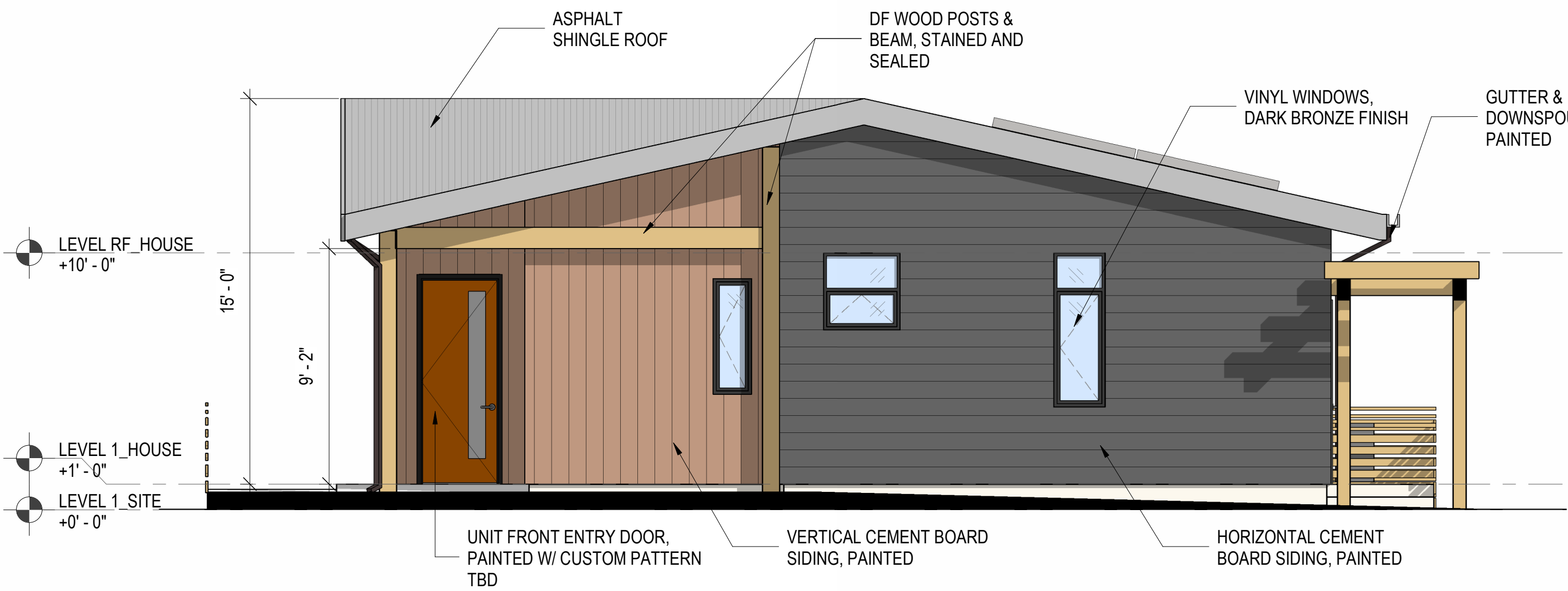
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TITLE:
**ENLARGED ROOF
PLAN_DUPLEX BLDG (NORTH)**

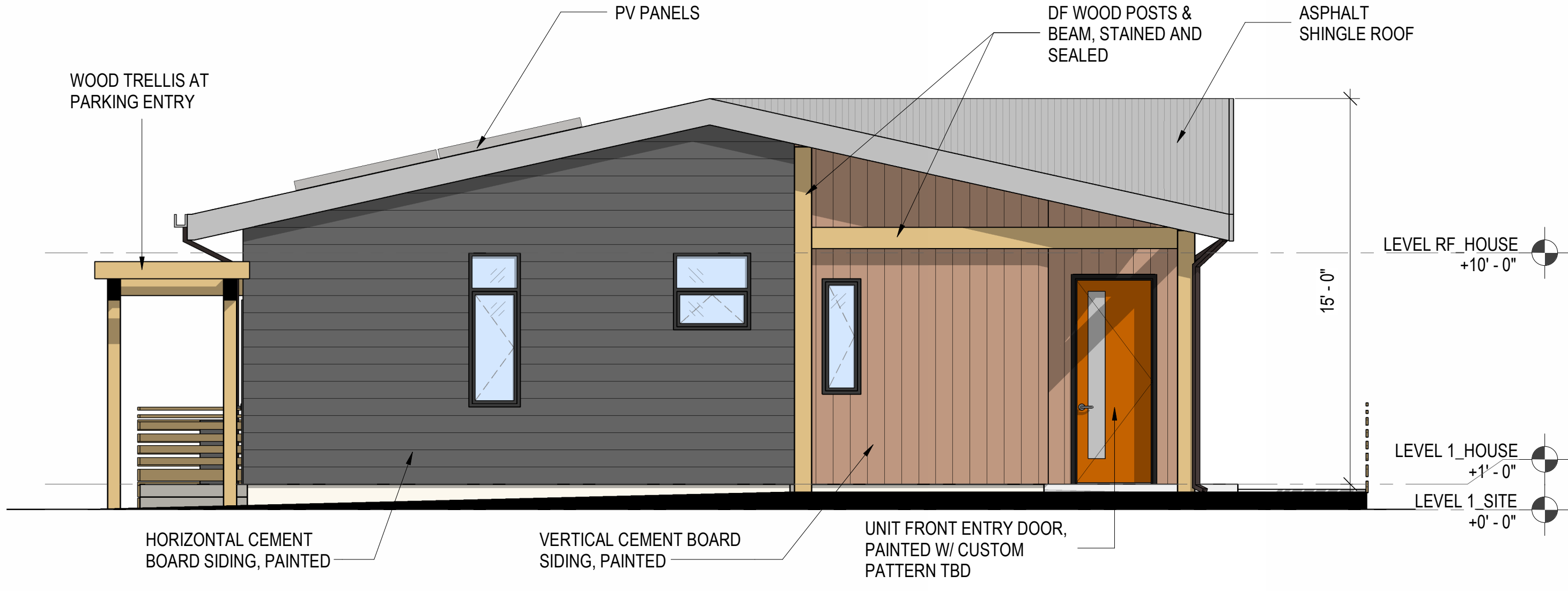
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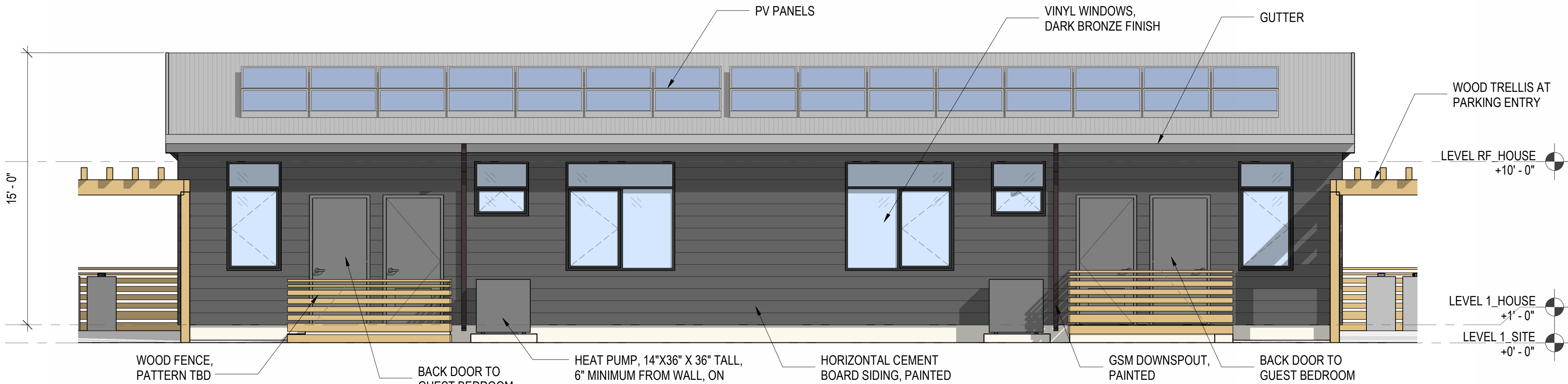
PRELIMINARY - Not for Construction -



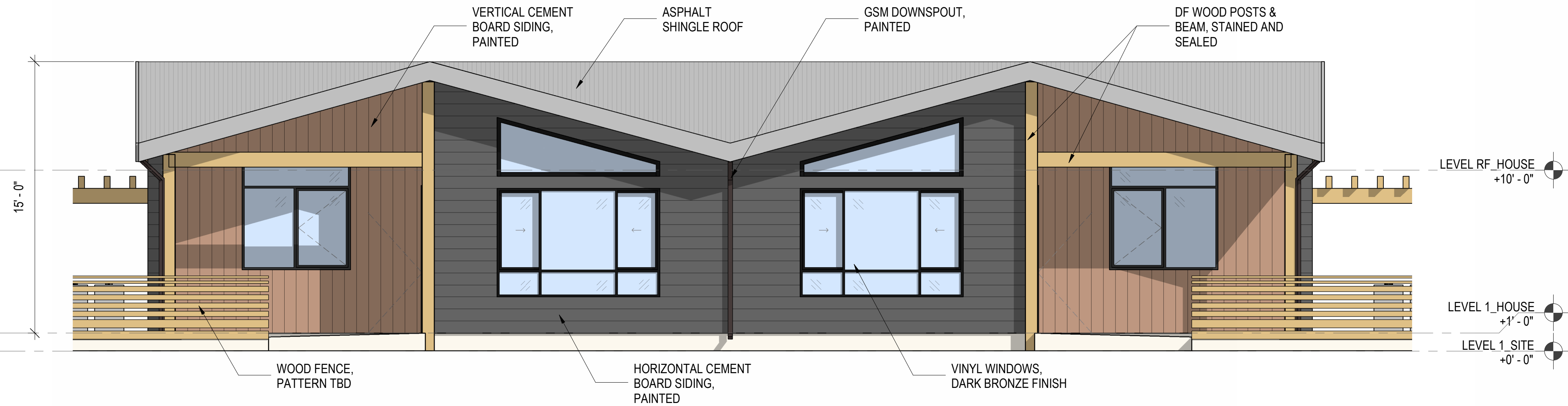
BLDG ELEVATION - DUPLEX BLDG (SOUTH)_WEST ④
1/4" = 1'-0"



BLDG ELEVATION - DUPLEX BLDG (SOUTH)_EAST ③
1/4" = 1'-0"



BLDG ELEVATION - DUPLEX BLDG (SOUTH)_SOUTH ②
1/4" = 1'-0"



BLDG ELEVATION - DUPLEX BLDG (SOUTH)_NORTH ①
1/4" = 1'-0"



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NO.	ISSUE

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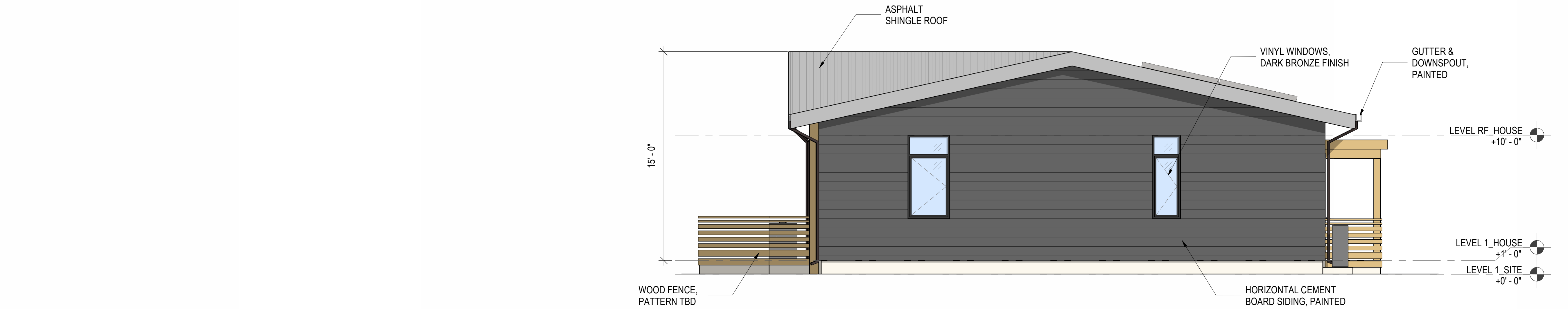
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TITLE:
BLDG ELEVATIONS, DUPLEX
BLDG - SOUTH

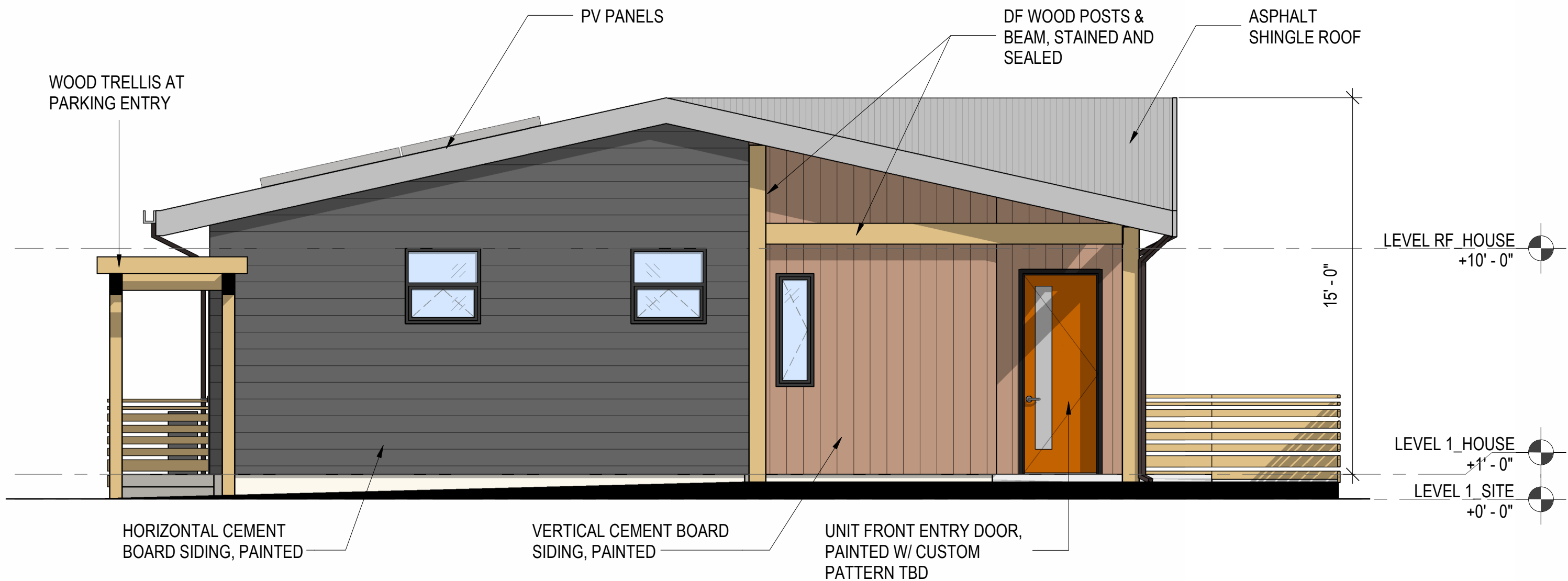
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A3.00

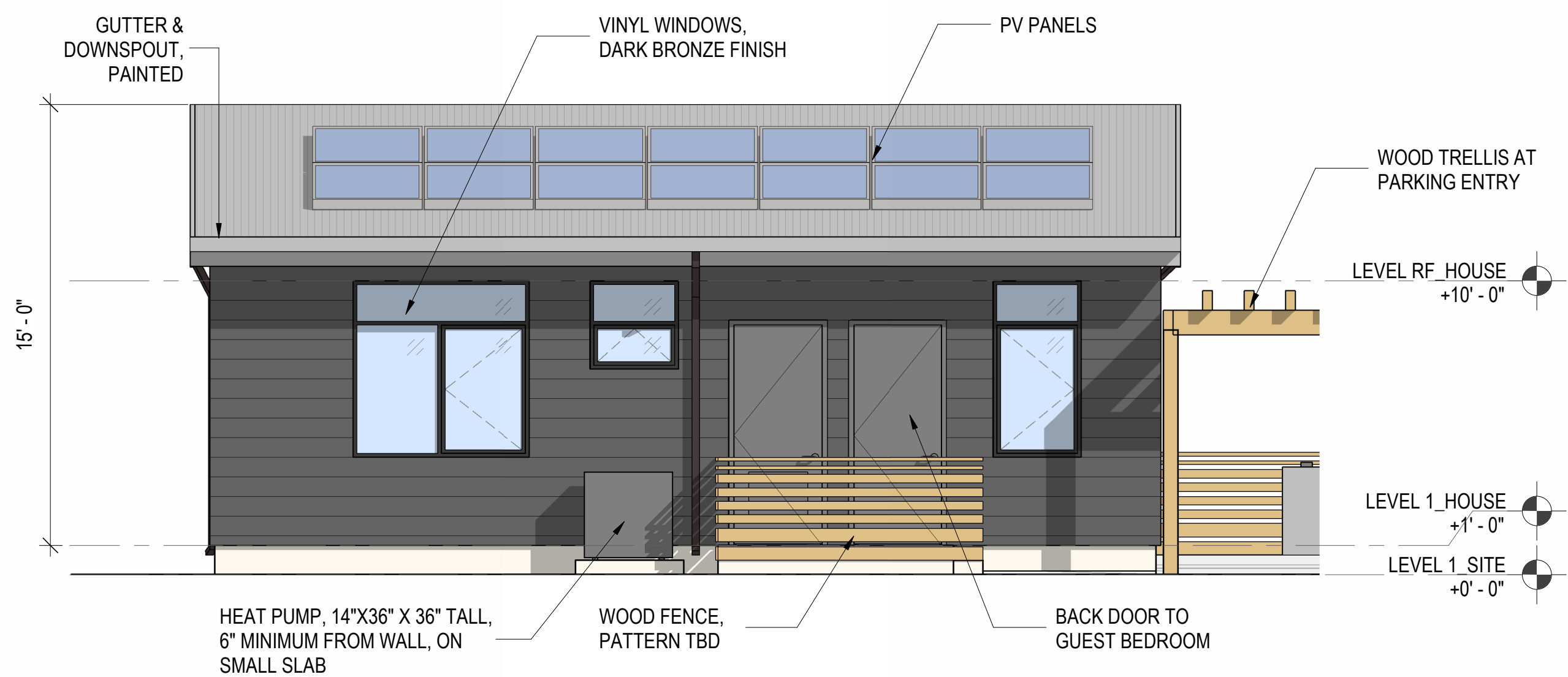
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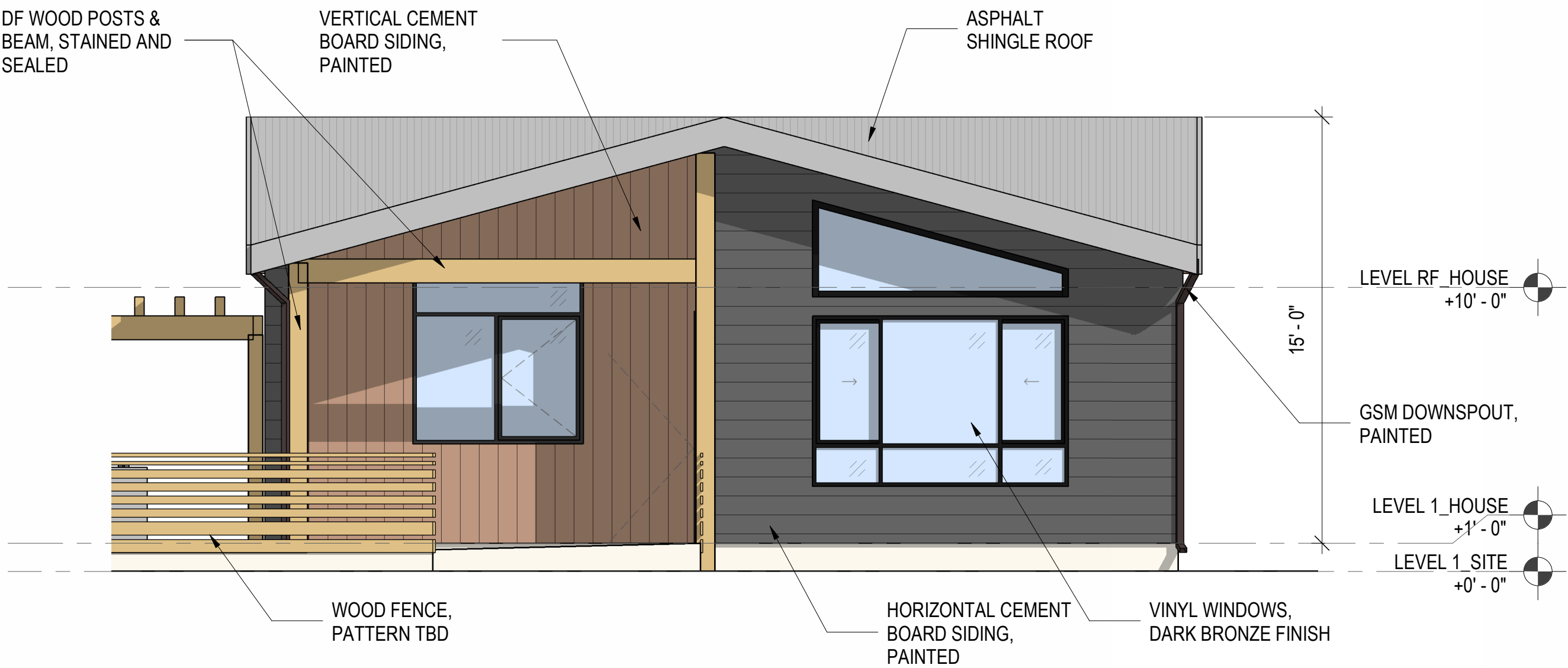
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1/4" = 1'-0"



BLDG ELEVATION - SINGLE BLDG EAST 3
1/4" = 1'-0"



BLDG ELEVATION - SINGLE BLDG SOUTH 2
1/4" = 1'-0"



BLDG ELEVATION - SINGLE BLDG NORTH 1
1/4" = 1'-0"



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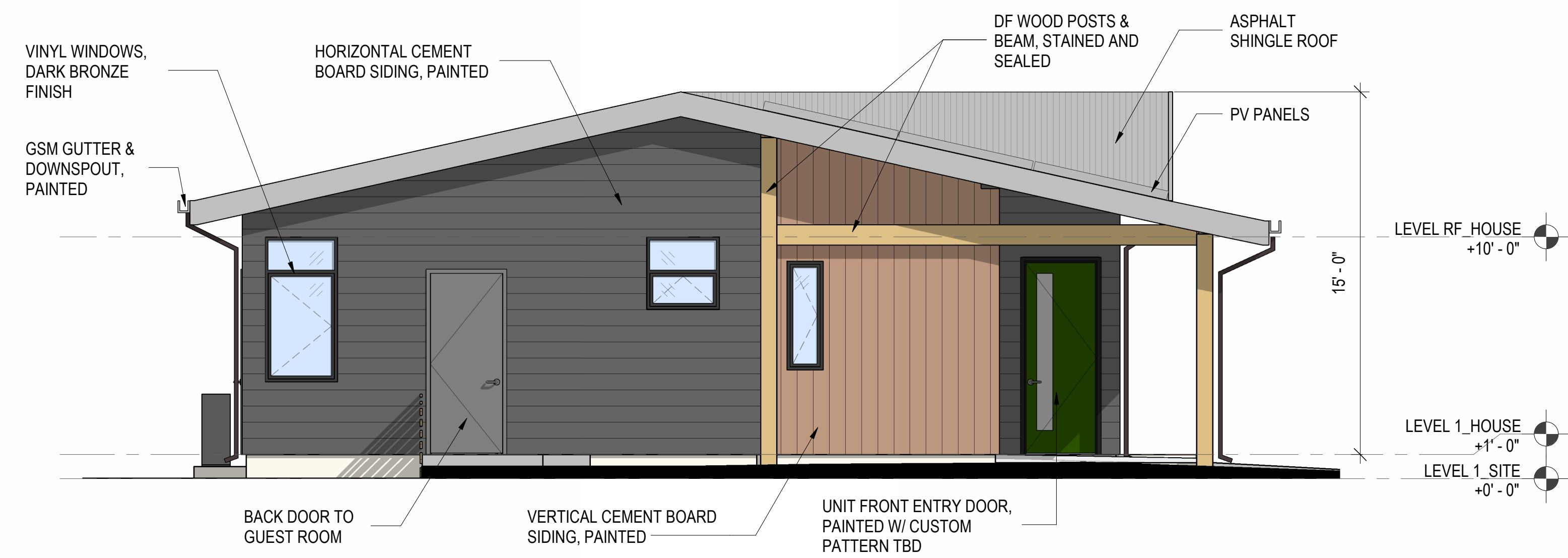
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SHEET:

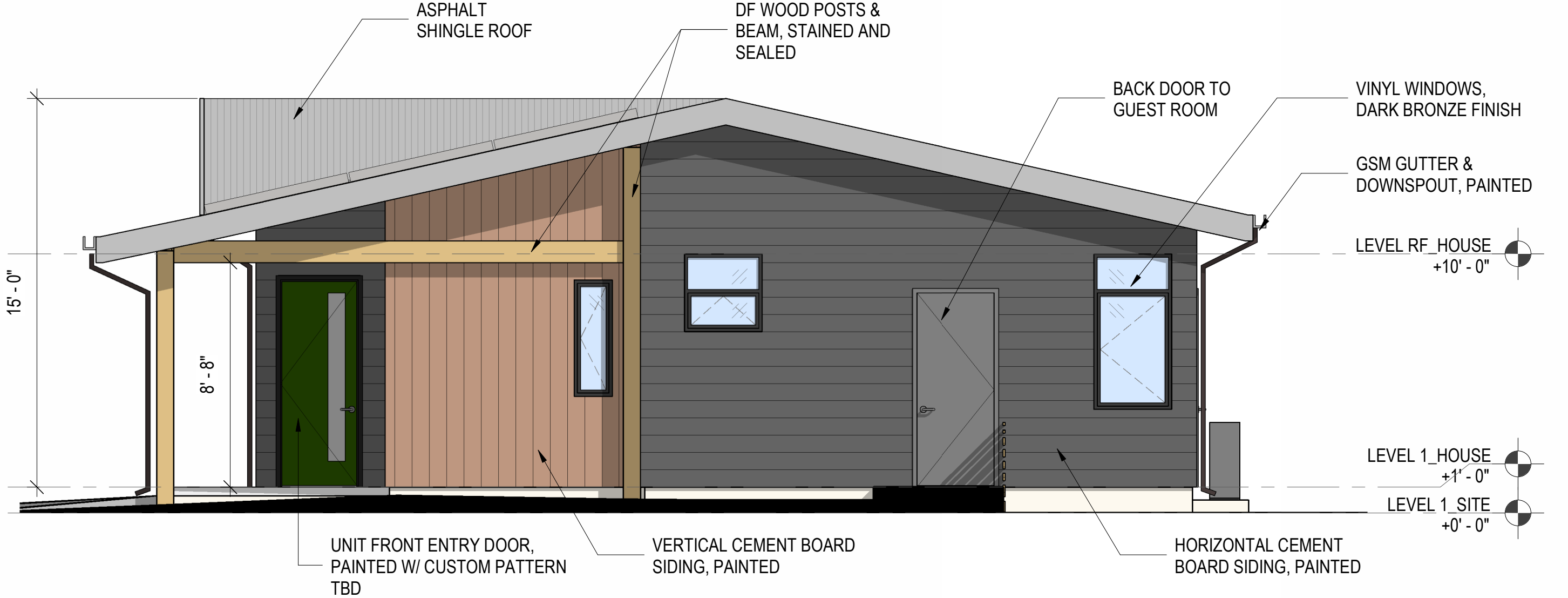
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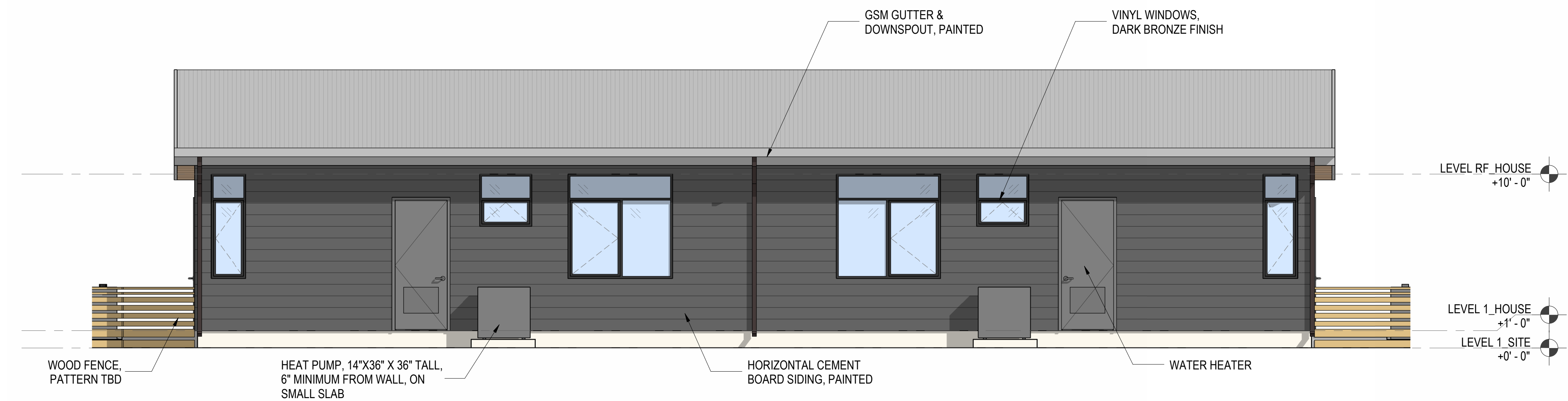
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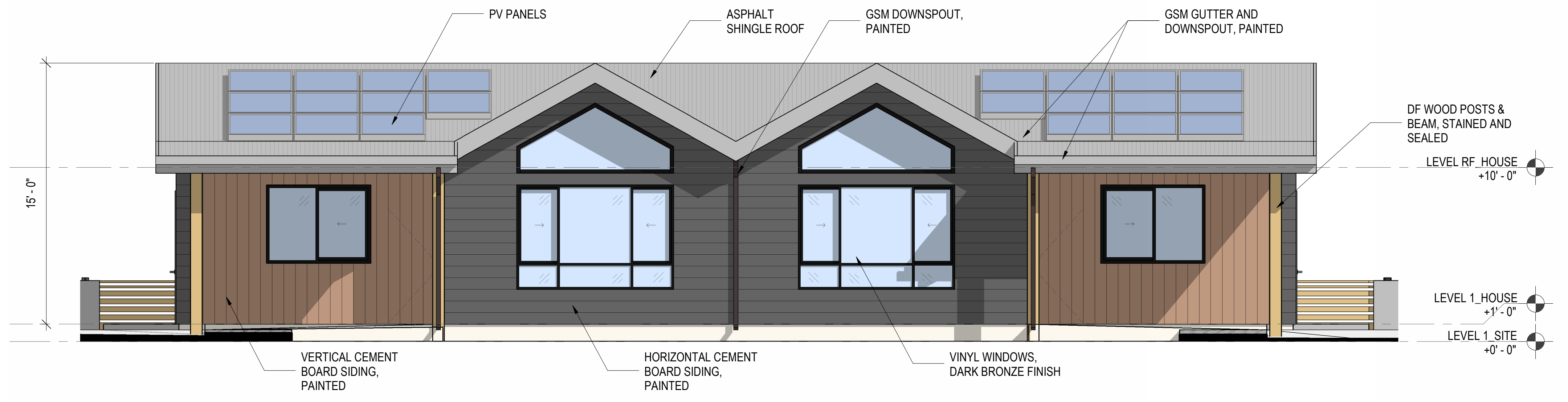
BLDG ELEVATION - DUPLEX BLDG (NORTH)_WEST 4
1/4" = 1'-0"



BLDG ELEVATION - DUPLEX BLDG (NORTH)_EAST 3
1/4" = 1'-0"



BLDG ELEVATION - DUPLEX BLDG (NORTH)_NORTH 2
1/4" = 1'-0"



BLDG ELEVATION - DUPLEX BLDG (NORTH)_SOUTH 1
1/4" = 1'-0"



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SCALE: 1/4" = 1'-0"

TITLE:
BLDG ELEVATIONS, DUPLEX
BLDG - NORTH

SHEET:

A3.02

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PERSPECTIVE VIEW TO
DUPLEX BUILDING (NORTH)



PERSPECTIVE VIEW TO
DUPLEX BUILDING (SOUTH)

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SCALE:
TITLE:
**PERSPECTIVE VIEWS - DUPLEX
BLDG**



SUGGESTED PLANT LIST - CULTURALLY SIGNIFICANT / NATIVE

QTY	BOTANICAL NAME	COMMON NAME	POMO NAME	CA NATIVE	EVERGREEN/DECIDUOUS				
TREES									
	Aesculus californicus	California Buckeye	BASHA QHALE	Native	Deciduous	40'	60'	Drip	VL
	Arbutus menziesii	Madrone	KABA	Native	Evergreen	20'	20'	Drip	L
	Quercus agrifolia	Coastal Live Oak	YU CI QHALE	Native	Evergreen	40'	60'	Drip	VL
	Quercus garryana	Oregon Oak	WYI QHALE	Native	Deciduous	40'	60'	Drip	L
	Quercus lobata	Valley Oak	SAPHA QHALE	Native	Deciduous	40'	60'	Drip	L
SHRUBS									
	Arctostaphylos glandulosa	Manzanita	QAYE QHALE	Native	Evergreen	2'	3'	Drip	L
	Artemisia douglasiana	Mugwort	QA PHULA	Native	Evergreen	3'	3'	Drip	L
	Asclepias fascicularis	Milkweed	SI DO QHALE	Native	Evergreen	3'	2'	Drip	L
	Calycanthus occidentalis	Western Spice Bush	SUNE	Native	Deciduous	6'	6'	Drip	L
	Carex barbara	Basket Grass	QA DIHQHO	Native	Evergreen	2'	2'	Drip	L
	Cercis occidentalis	California Redbud	HAYHTA QHALE	Native	Deciduous	10'	8'	Drip	VL
	Corylus cornuta californica	Hazelnut	MI DIS QHALE	Native	Deciduous	10'	8'	Drip	M
	Garrya elliptica	Silk Tassel	DU CAN QHALE	Native	Evergreen	12'	8'	Drip	L
	Heteromeles arbutifolia	Toyon	BUDU QHALE	Native	Evergreen	4'	5'	Drip	VL
	Juncus balticus	Rush	CI BA	Native	Evergreen	3'	2'	Drip	M
	Mimulus aurantiacus	Monkey Flower	HU U- WENU QHALE	Native	Evergreen	3'	3'	Drip	L
	Myrica californica	Pacific Wax Myrtle	SAPHA QHALE	Native	Evergreen	8'	8'	Drip	M
	Rhamnus californica	Coffeeberry	BASASA	Native	Evergreen	5'	5'	Drip	L
	Ribes californicum	California Currant	BUTAQAI ILUM	Native	Evergreen	4'	4'	Drip	L
	Salix exugia X hindiana	Sandbar Willow	CUTA or SEKHLAY	Native	Semi-Evergreen	10'	10'	Drip	H
	Sambucus caerulea	Elderberry	THEQHALE	Native	Semi-Evergreen	10'	8'	Drip	L

PLANTING NARRATIVE
The proposed planting palette shall consist primarily of plant species that are culturally significant to the Pomo culture. The intent is to landscape the housing development with culturally significant plant species to continue the close cultural connection between the Pomo people and their environment. The landscape will be both aesthetic and function. The plantings will provide opportunities for cultural education, foraging and land stewardship by the residents.

IRRIGATION NARRATIVE
The proposed irrigation system shall meet State of California Model Water Efficient Landscape Ordinance (MWELO).
The proposed irrigation system will be controlled by a weather based automatic controller, remote control valves and water efficient delivery methods.
The majority of the proposed planting will be organized by hydrozone and irrigated by drip irrigation, bubblers and low flow stream rotors.

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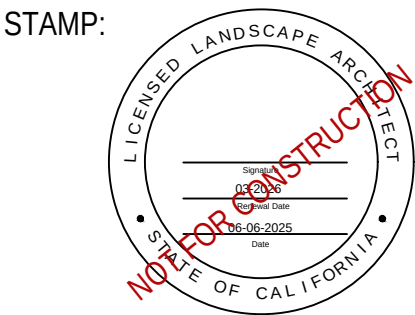
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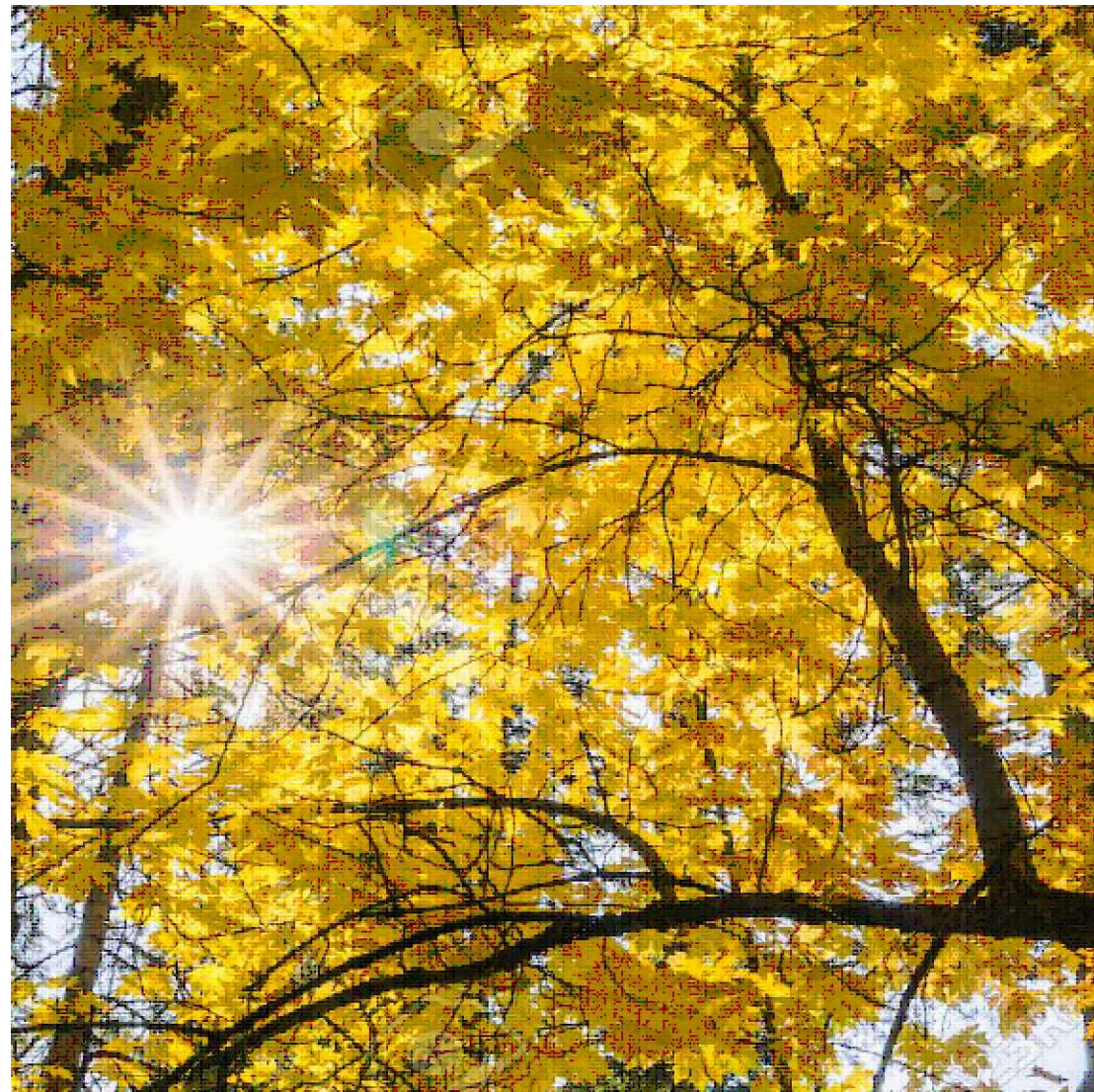
REVISION SCHEDULE		
NO.	ISSUE	DATE

JOB NUMBER:
DRAWN BY:
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ISSUE DATE:
SCALE: 1"=30'-0" AS SHOWN
TITLE: LANDSCAPE SCHEMATIC SITE PLAN

SHEET:

L1

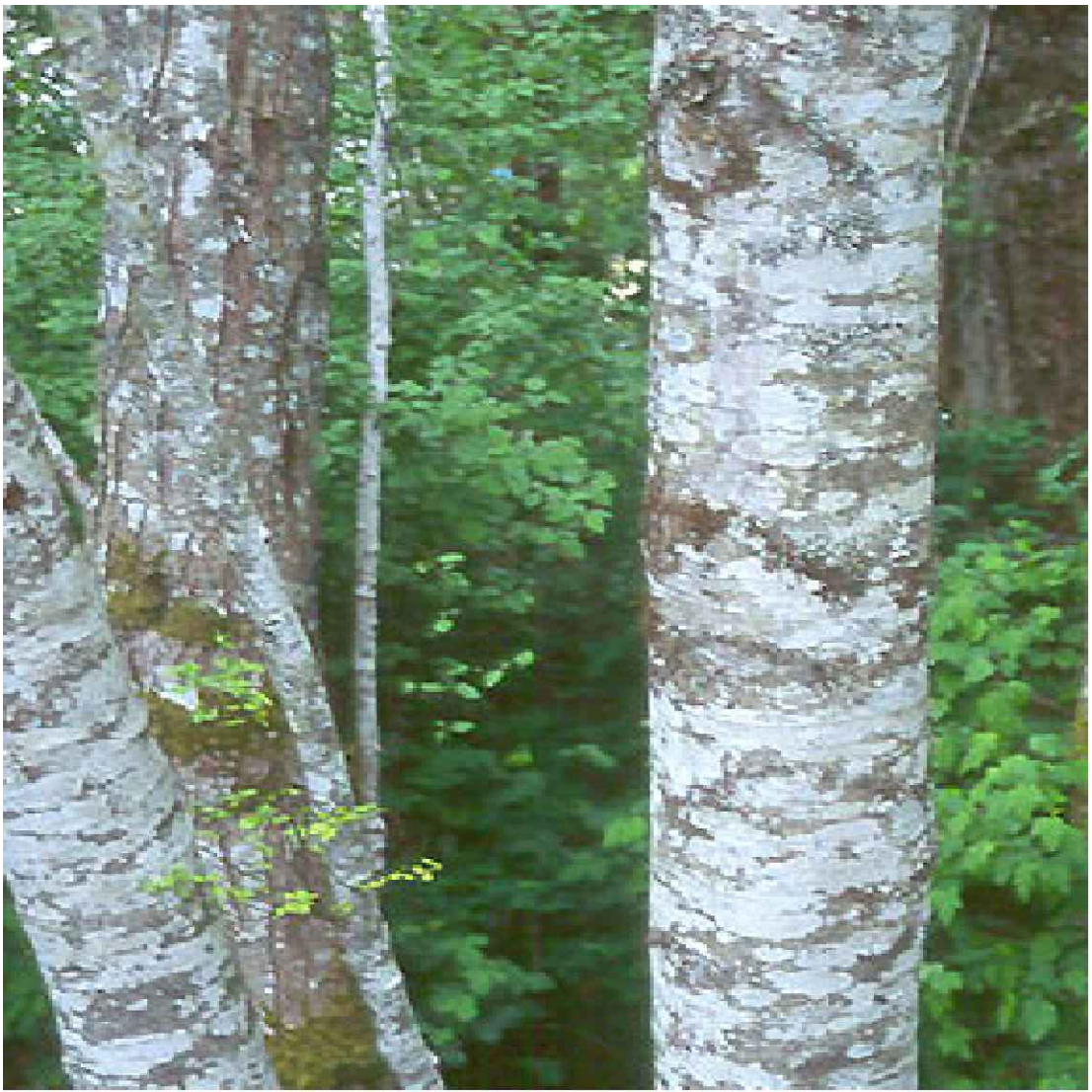
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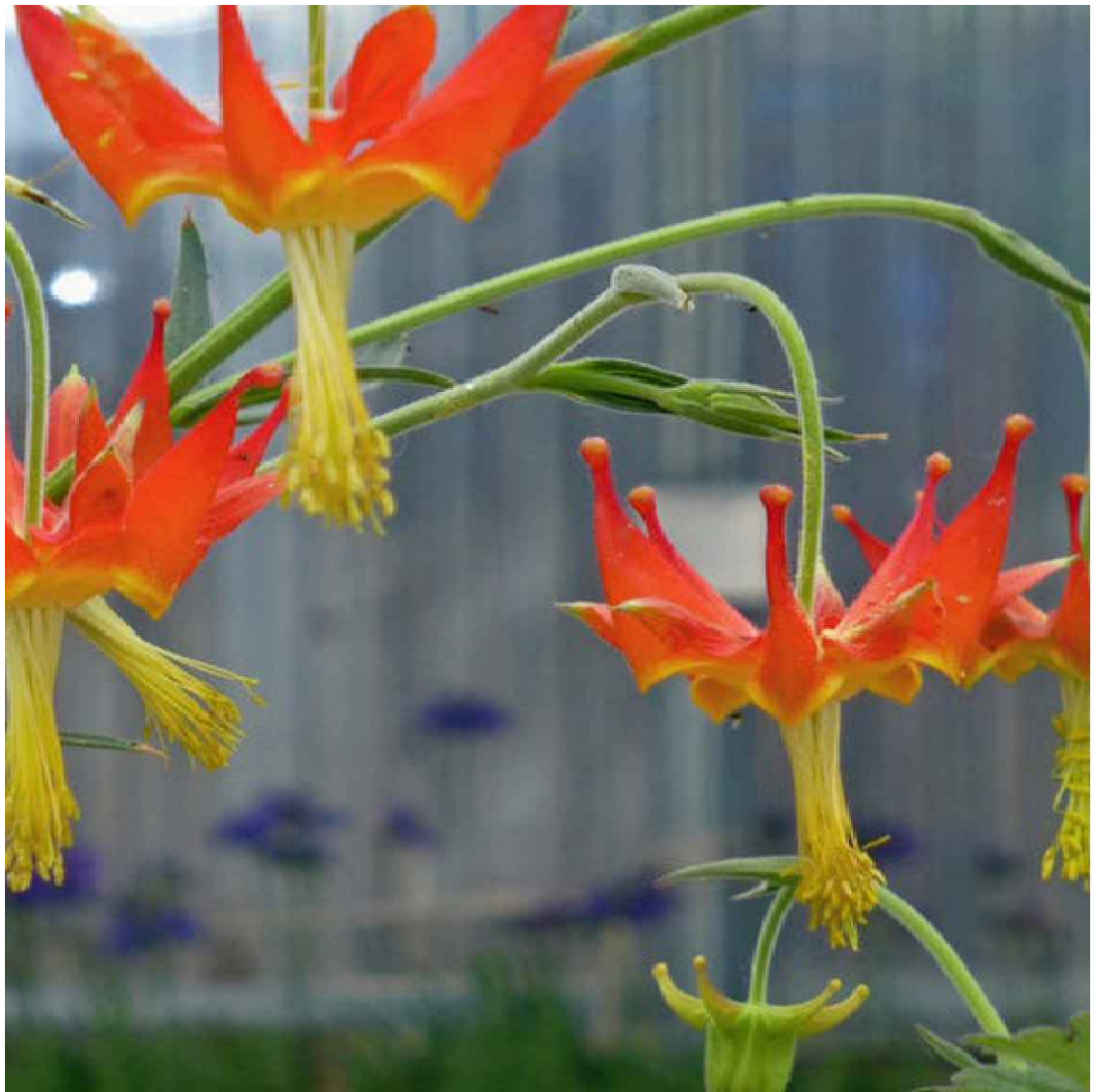
qalam
Acer macrophyllum Big Leaf Maple



basha q^hale - nut tree
Aesculus californica Buckeye



qahc^hiti
Alnus oregona Red Alder



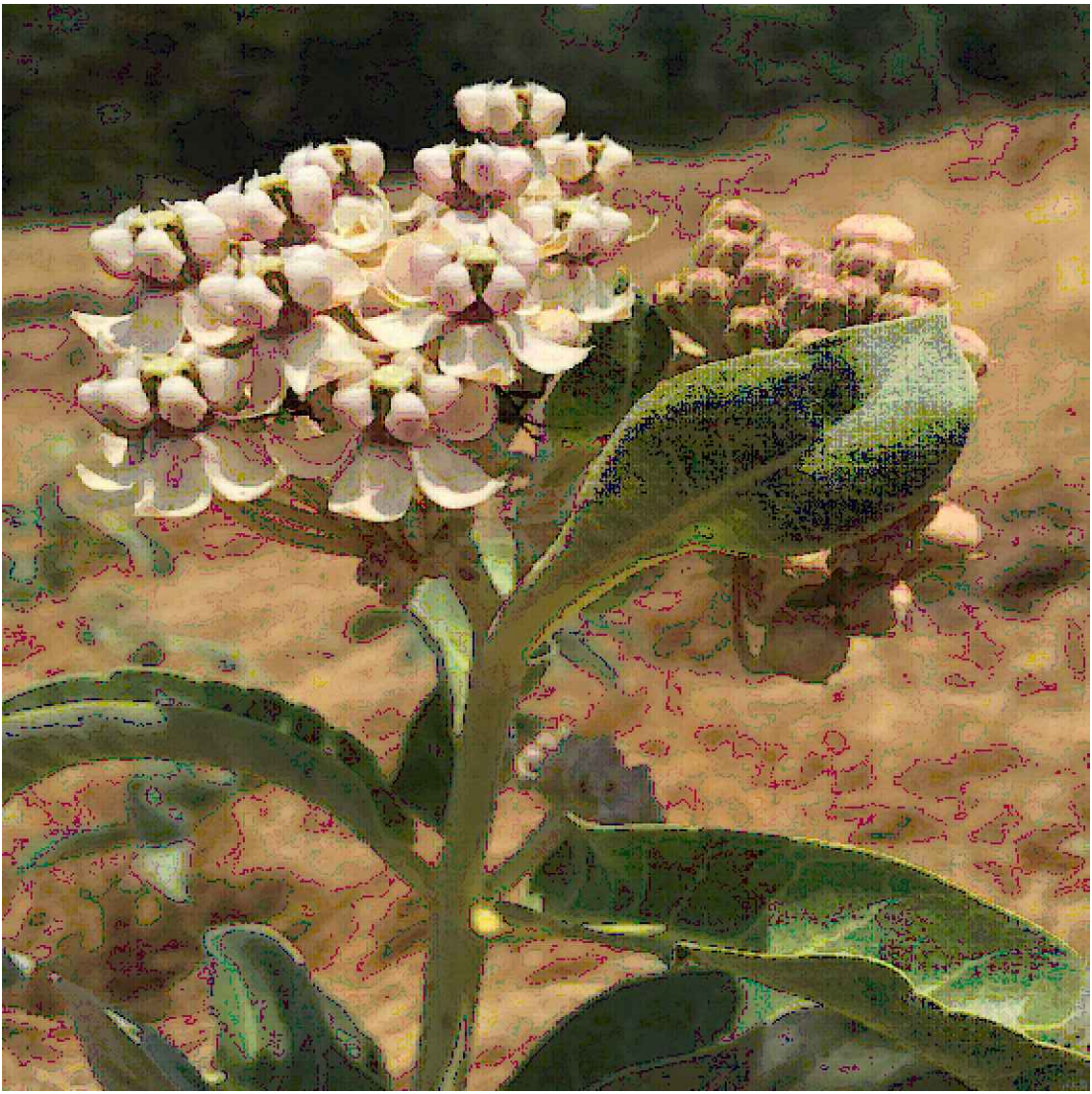
silisili q^hale - tinkle plant
Aquilegia eximia Columbine



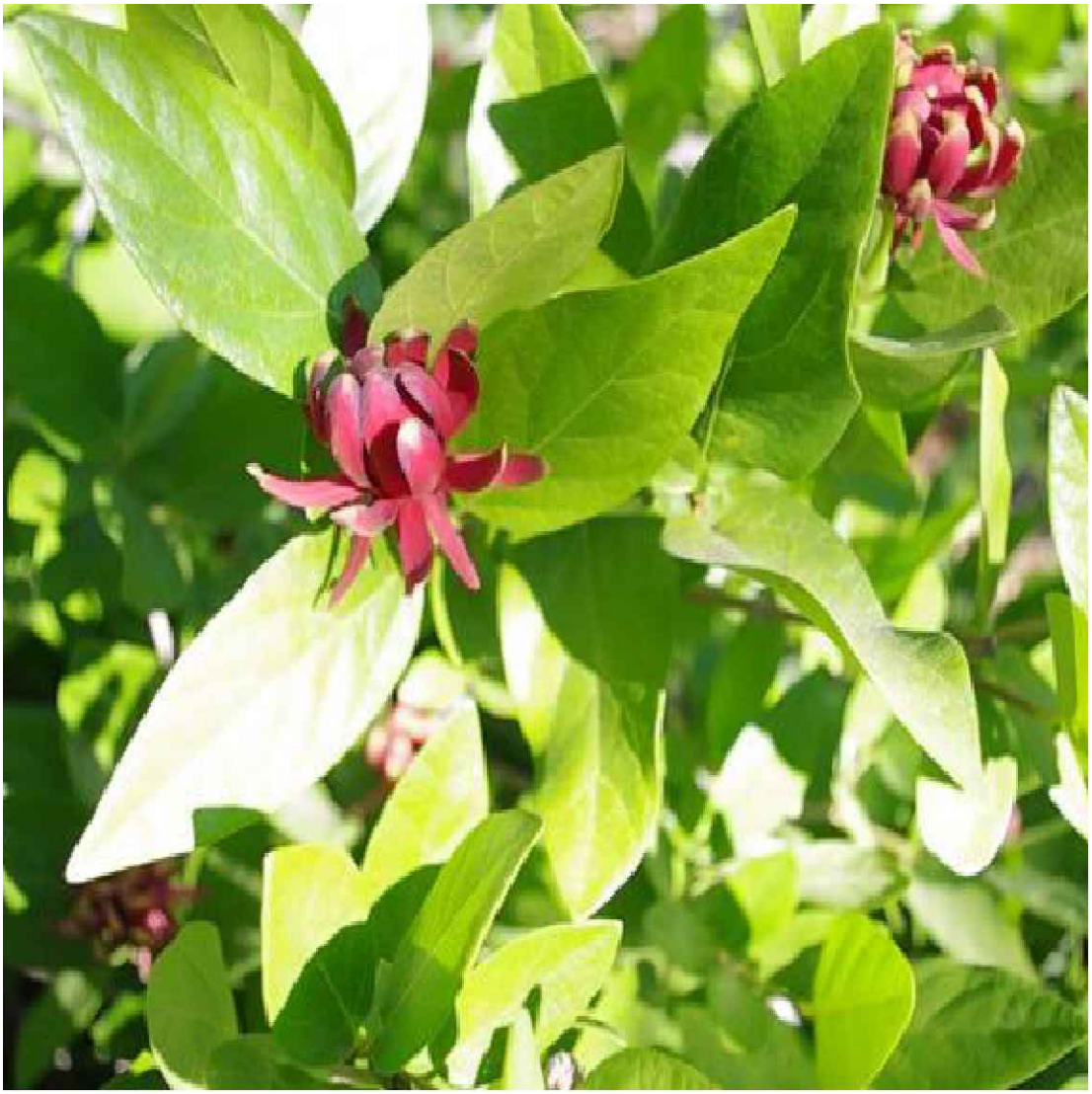
kaba
Arbutus menziesii Madrone



qa p^hula
Artemesia douglasiana Wormwood



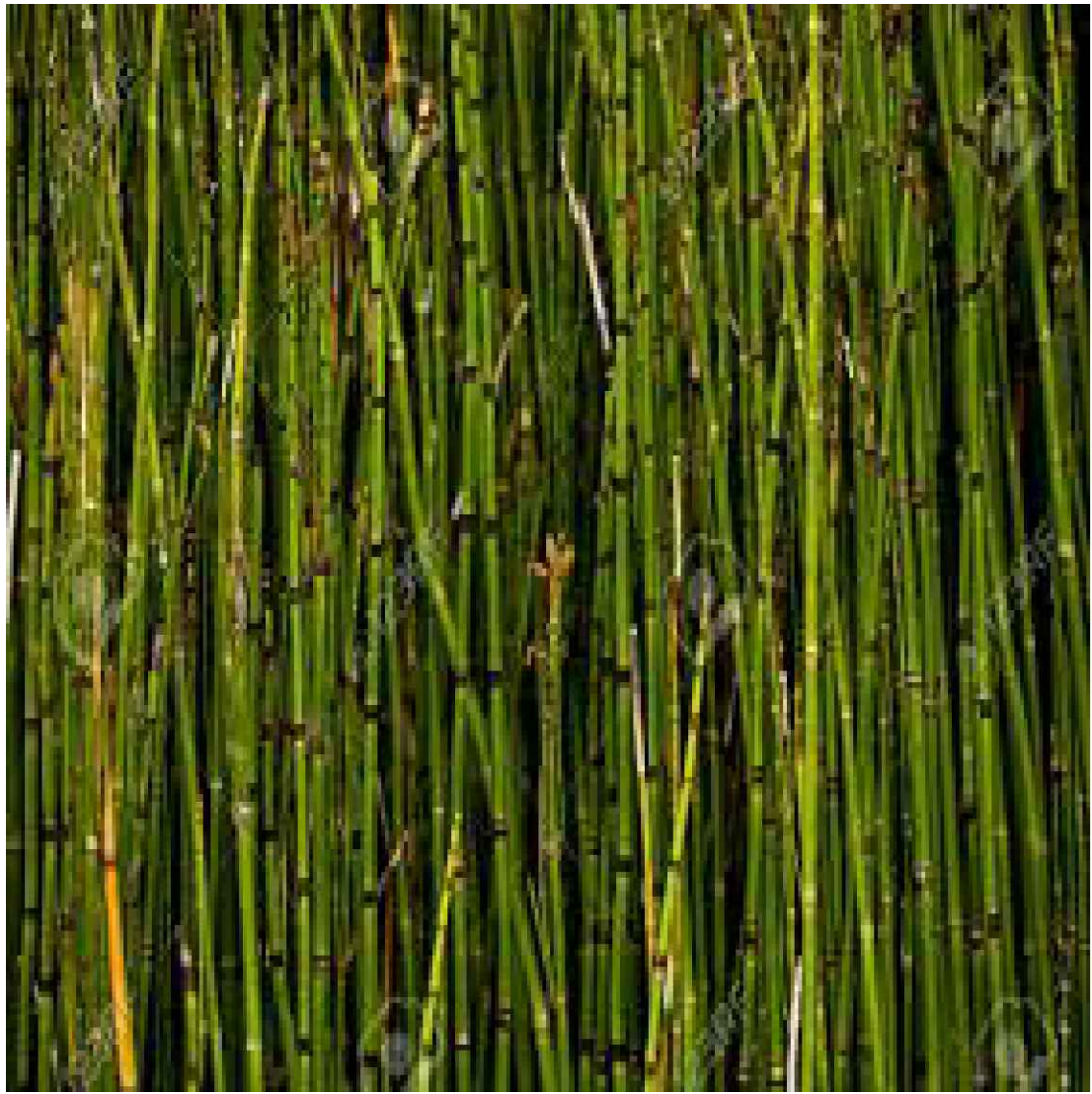
si do q^hale
Asclepias speciosa Milkweed



sune
Calycanthus occidentalis Western Spice Bush



qa dihq^ho - grass= root
Carex barbarae Basket Grass



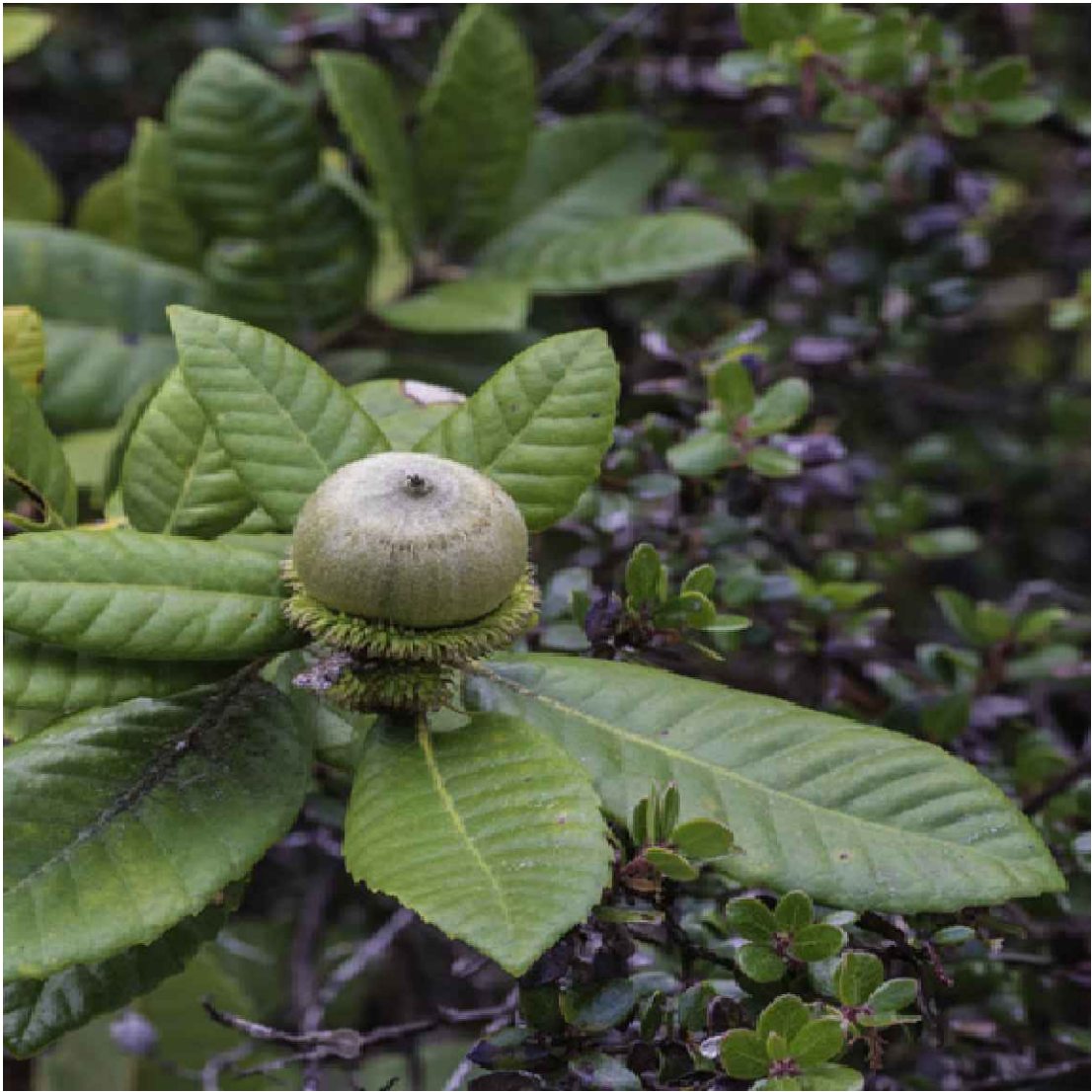
sima yu
Equisetum arvense Horsetail



du can q^hale - sticky plant
Garrya elliptica Silk Tassel



budu q^hale - berry plant
Heteromeles arbutifolia Toyon



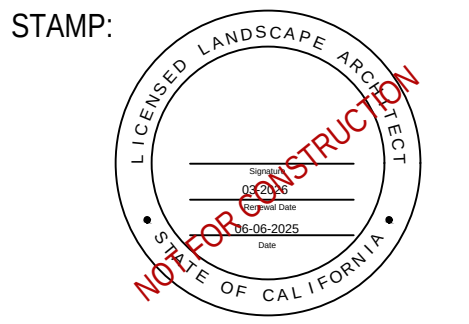
cisq^hale - beautiful tree
Lithocarpus densiflora Tan Oak



sap^ha q^hale - acorn tree
Quesrcus lobata Valley Oak



siwis
Scripus acutus Bulrush (Tule)



**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/83364415614>**

**June 18, 2025
5:15 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on June 18, 2025, having been legally noticed on June 13, 2025. The meeting was held in person and virtually at the following link: <https://us06web.zoom.us/j/83364415614>. Mayor Crane called the meeting to order at 5:16 p.m. Roll was taken with the following **Councilmembers Present:** Heather Criss, Juan V. Orozco, Susan Sher, and Douglas, F. Crane. **Councilmember Absent by Prearrangement:** Mari Rodin. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Orozco.

URGENCY ITEM

Presenters: Sage Sangiacomo, City Manager and Eric Singleton, Battalion Chief.

Motion/Second: Criss/Sher to place an urgency item on the agenda due to timelines, and placed as agenda item 14c. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

3. AB 2449 NOTIFICATIONS AND CONSIDERATIONS

4. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

5. PETITIONS AND COMMUNICATIONS

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

6. APPROVAL OF MINUTES

- a. Approval of the Minutes for the May 29, 2025, Special Joint Meeting.
- b. Approval of the Minutes for the June 2, 2025, Special Meeting.
- c. Approval of the Minutes for the June 3, 2025, Special Meeting.
- d. Approval of the Minutes for the June 4, 2025, Special Joint Meeting.
- e. Approval of the Minutes for the June 4, 2025, Regular Meeting.

Motion/Second: Sher/Criss to approve the Special and Regular meeting minutes of May 29, June 2, 3, and 4, 2025, as submitted. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

7. RIGHT TO APPEAL DECISION

Mayor Crane read the right to appeal.

8. CONSENT CALENDAR

- a. Report of Disbursements for the Month of May 2025 – *Finance*.
- b. Adoption of an Ordinance Adopting the Updated Fire Hazard Severity Zone Map for the City of Ukiah Local Responsibility Area, as Released by the California Department of Forestry and Fire Protection (CAL FIRE) Under the Direction of the Office of the State Fire Marshal (OSFM) – *Community Development*.

ORDINANCE NO. 1256

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH DESIGNATING FIRE HAZARD SEVERITY ZONES WITHIN THE CITY OF UKIAH LOCAL RESPONSIBILITY AREA.

- c. Award Contract (2526-071) to Peoria Ford for the Purchase of Two 2026 Ford Police Interceptor Utility Vehicles for the Amount of \$127,160.50 – *Police*.
- d. Approval of a Contract (2425-228) with Intercounty Mechanical & Electric, Inc. for the Installation of a Direct Expansion InRow Cooling System Replacement for the Civic Server Data Center in the Amount of \$98,175, and Approve Corresponding Budget Amendment – *Finance*.
- e. Notification of Publishing Services Agreement (2526-072) by Ukiah Daily Journal for Fiscal Year 2025/2026, in the Amount of \$7.15 per Column Inch – *City Clerk*.
- f. Consider Adoption of a Resolution (2025-27) Authorizing the Renewal of the City's Tax and Revenue Anticipation Note (TRAN) Program (2526-073) for Fiscal Year 2025-26 – *Finance*.
- g. Authorize the City Manager to Negotiate and Execute Amendment No. 2 to the Agreement (2122-218-A2) with Tyler Technologies, Inc. for SaaS Cloud-based Hosting of the Tyler Munis ERP Finance System, and Approve Continuous One-year Renewals Subject to Staff Discretion and Future Fiscal Year Budget Approvals – *Finance*.
- h. Adoption of Resolution (2025-28) Identifying the Proposed Project List for SB1: Road Repair and Accountability Act for Fiscal Year 2025/2026 – *Public Works*.

Craig Schlatter, Community Development Director answered question regarding agenda item 8b.

Motion/Second: Criss/Sher to approve Consent Calendar Items 8a-8h, with the amendment to the Resolution for agenda item 8h as stated. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

9. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

10. COUNCIL REPORTS

No Council reports were received.

11. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager; and

- **Construction Update** – Tim Eriksen, Public Works Director / City Engineer.
- **Reorganization and Public Forum Regarding Annexation** – Shannon Riley, Deputy City Manager.

12. PUBLIC HEARINGS (5:30 PM)

13. UNFINISHED BUSINESS

- a. Status Report on Emergency Contract with Diamond D Construction, LLC for the Emergency Repair of the Western Hills Mudslide at the City Water Tank (Pressure Zone 1-North, or PZ1-N) and Request for Authorization to Continue Work Under This Emergency Contract.**

Presenter: Sage Sangiacomo, City Manager.

No public comment was received.

Motion/Second: Criss/Sher to receive the report and approve the continued work on the emergency contract (PO 48757) with Diamond D Construction for the emergency repair of the Western Hills mudslide at the City water tank PZ1-N. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

- b. Approval and Adoption of 2025-26 Fiscal Year City Budget through Resolution, Five-Year Capital Improvement Plan, the Gann Limit Resolution, and Budget Agreement with the Ukiah Valley Sanitation District.**

Presenter: Dan Buffalo, Finance Director.

No public comment was received.

Motion/Second: Criss/Sher to approve and adopt budget resolution (2025-29) for the fiscal year 2025-26. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

Motion/Second: Sher/Criss to approve and adopt the updated Five-Year Capital Improvement Program Schedule for the fiscal year 2025-26. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

Motion/Second: Criss/Sher to approve and adopt Gann Limit resolution (2025-30) for fiscal year 2025-26. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

Motion/Second: Sher/Orozco to approve (in substantial form) and authorize City Manager to sign fiscal year 2025-26 budget agreement (2526-074) with the Ukiah Valley Sanitation District. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

14. NEW BUSINESS

- a. Approval of a 'Demolition Permit' to Remove an Existing Commercial Structure Subject to Historical Review at 214 East Perkins (APNs 002-192-24 and 002-192-25); File No. 25-000409.**

Presenter: Katherine Schaefer, Planning Manager.

Public Comment: Eric McMilin; Daniel Grassi, OneTogether Solutions (*Developer Representative*);

Natalee McMilin; Daniel Grassi, OneTogether Solutions (*speaking a second time*).

Motion/Second: Criss/Sher to approve the 'Demolition Permit' to remove an existing commercial structure subject to historical review, located at 214 East Perkins (APNs 002-192-24 and 002-192-25); File No. 25-000409. Motion **carried** by the following roll call votes: AYES: Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: Rodin. ABSTAIN: None.

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

Presenter: Sage Sangiacomo, City Manager.

Report received.

c. (Urgency Item) Authorization to Purchase Two Type-I Fire Engines for Ukiah Valley Fire Authority.

Presenters: Eric Singleton, Battalion Chief and Dave Kirch, Fleet Maintenance Manager.

Motion/Second: Crane/Sher to authorize the purchase of two Type-I fire engines from Golden State Fire Apparatus in the amount of \$1,945,048.96 for the Ukiah Valley Fire Authority and authorize the City Manager to sign a Municipal Lease Agreement with Financial Pacific Leasing and any other related documentation for the financing of the purchase utilizing the Umpqua capital line of credit. Motion **carried** by the following roll call votes: AYES: Rodin, Criss, Orozco, Sher, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 6:40 P.M.

15. CLOSED SESSION

a. Conference with Legal Counsel – Anticipated Litigation

(Government Code Section 54956.9(d)(4))

Initiation of litigation (1 case)

b. Conference with Legal Counsel – Existing Litigation

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

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

c. Conference with Legal Counsel – Existing Litigation

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

Name of case: Vichy Springs Resort, Inc v. City of Ukiah, et al.; Case No. 24-cv-07106-JSC

d. Conference with Legal Counsel – Existing Litigation

(Government Code Section 54956.9)

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

e. Conference Involving a Joint Powers Agency (Inland Water and Power Commission)

City representative on IWPC Board (Mari Rodin)

Discussion will concern: (Conference with Real Property Negotiators (Gov't Code §54956.8)

Property: PG&E Potter Valley Project;

Agency Negotiators: Scott Shapiro, Janet Pauli.

Negotiating Parties: IWPC and PG&E

Under Negotiation: Price and Terms)

f. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)
Property: APN No: 167-280-15-00
Negotiator: Shannon Riley, Deputy City Manager
Negotiation Party: AE Carousel, LP
Under Negotiation: Price & Terms of Payment

g. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 184-080-37; 184-080-36; 184-090-01; 184-090-07; 184-090-06; 184-100-04
Negotiator: Sage Sangiacomo, City Manager
Negotiating Parties: Henry's Original
Under Negotiation: Price & Terms of Payment

h. Conference with Labor Negotiator (54957.6)

Agency Designated Representative: Sage Sangiacomo, City Manager
Employee Organizations: All bargaining units
Unrepresented Employee: Police Chief

No action reported; direction provided to Staff.

16. ADJOURNMENT

There being no further business, the meeting adjourned at 7:55 p.m.

Kristine Lawler, CMC/CPMC
City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Contract with Stone Creek Environmental Consulting for Engineering Services and Consulting Services Related to Storm Water Permitting for Fiscal Years 2025/2026.

DEPARTMENT: Public Works

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Tim Eriksen, Director of Public Works/City Engineer

ATTACHMENTS:

1. 250508 Ukiah Proposal for 2025 2026

Summary: Council will consider awarding a professional services agreement to Stone Creek Environmental Consulting in the amount of \$80,000 for engineering services.

Background: Discharges of storm water and non-storm water from a Municipal Separate Storm Sewer System (MS4), particularly in an urbanized area, have the potential to carry pollutants into receiving waters. A higher percentage of impervious surfaces in an urban area increases pollutant loading, resulting in turbid water discharges, nutrient enrichment, bacterial contamination, and toxic compounds. In the Russian River Watershed, pollutants of concern in these discharges include: heavy metals, indicator bacteria, nutrients, pesticides, petroleum hydrocarbons, and trash.

Discussion: The City is designated as a Phase 1 co-permittee along with other agencies regulated by the North Coast Regional Water Quality Control Board (Board). These agencies operate under an MS4 permit issued by the Board, which requires specific monitoring, reporting tasks, and the development of special studies in order to maintain permit compliance.

To ensure compliance, Staff requested a proposal (Attachment 1) from Stone Creek Environmental Consulting for engineering and consulting services. Additional requirements of the permit require critical source inspections. Stone Creek will perform these inspections, document findings, and draft corrective action orders. Stone Creek will also assist in developing a critical source inspection program to train Staff on conducting future inspections.

Stone Creek has done the stormwater permit support for the City for the last five years. It possesses institutional knowledge of the City's storm water infrastructure and of the City organization. For this reason, Staff is requesting sole source procurement.

As compliance costs and mandates continue to increase for storm water related issues, cost recovery strategies will need to be considered. Staff will bring back a cost recovery item for Council's consideration and direction in the upcoming fiscal year (FY 26).

Staff recommends Council award a professional services agreement to Stone Creek Environmental Consulting in the amount of \$80,000 for engineering services related to the City's Stormwater Permit.

Recommended Action: Approve professional services agreement to Stone Creek Environmental Consulting for Engineering Services related to the City's Stormwater Permit.

BUDGET AMENDMENT REQUIRED: NO
CURRENT BUDGET AMOUNT: 10024224.52100: \$80,000
PROPOSED BUDGET AMOUNT: N/A
FINANCING SOURCE: General Fund
REVENUE: No GRANT: No
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A
COORDINATED WITH: N/A
STRATEGIC PLAN (SP): SP 1C - Encourage and support an environmentally sustainable and resilient community by embracing new technology, setting policy, and evaluating critical infrastructure.
CLIMATE INITIATIVES (CI): 7a – Expand sustainable water practices.
GENERAL PLAN ELEMENTS (GP): GP-A5 - Environment and Sustainability Element

Approved: 
 Sage Sangiacomo, City Manager



Stone Creek Environmental Consulting
 8733 Lakewood Drive, Suite B
 Windsor, CA 95492
colleen@consultingstonecreek.com
 707-318-9415

Date: May 8, 2025

Mr. Tim Eriksen
 City of Ukiah
 300 Seminary Avenue
 Ukiah, CA 95482

Subject: Proposal for Stormwater Support Services, Fiscal Year 2025/2026

Dear Mr. Eriksen:

Stone Creek Environmental Consulting (Stone Creek) is pleased to present this proposal and fee estimate to provide stormwater support services to the City of Ukiah (City). Colleen Hunt, owner, is a Certified Professional in Municipal Stormwater Management and brings direct regulatory compliance experience with municipal stormwater permit requirements. She has worked with dozens of municipal stormwater Permittees during her time with the Regional Water Board and for the past seven years as a consultant. Colleen has been providing stormwater assistance to the City since 2020.

The City is subject to requirements of the Regional Water Board's Waste Discharge Requirements Order No. R1-2015-0030, National Pollutant Discharge Elimination System (NPDES) Permit No. CA0025054 for Discharges from the Municipal Separate Storm Sewer System (MS4) (Permit). The Permit became effective January 6, 2016, and expired on January 5, 2021. The Permit is administratively extended until the Regional Water Board renews the Permit. Until a new Permit is adopted, the City must continue implementing the requirements of the expired Permit.

This Scope of Work is to provide the City with ongoing support for stormwater management requirements, including:

- Construction Site Inspections
- LID Installation and Maintenance Inspections
- Critical Source Inspections
- SMARTs Reporting
- Municipal Staff Training
- Annual Reporting
- Trash Implementation Plan
- Asset Management Planning
- Co-Permittee Meeting Assistance

Scope of Work

Task 1. Low Impact Development Maintenance Inspections

Permit Section VI.D.12. requires the City to track and inspect all new development and redevelopment projects with LID BMPs. Inspections are required to be conducted over a two-year cycle. Post-construction BMPs that were last inspected in 2024 and are due again in 2026. Additionally, any projects completed in 2024 would also need to be inspected in 2026. Under this task, Stone Creek will assist the City in performing required LID inspections. This task will include inspecting LID BMPs to assess functionality, with particular attention to BMP maintenance including failure, invasive vegetation, health of desired vegetation and excessive mowing, vector risk, trash and debris, sediment clogging, improper modifications, solids removal, pump-out, and blockages. As specified in the Permit, inspections address LID BMPs that are in the public right-of-way or at locations that would not require entering private property. Each inspection will be documented on an inspection checklist, which will include recommendations for follow-up, as applicable. A photo record of the BMPs will be provided as part of the inspection summary report. The City is responsible for enforcement of deficient BMPs documented during the inspections.

Budget includes direct costs for mileage and 2NForm software licensing fee and assumes inspections for up to 8 projects.

Task 1. Deliverable: Inspection Reports

Task 2. Critical Source Inspections

The City is required to conduct critical source inspections once every three years at facilities defined by the Permit. This task will assist the City in performing inspections for the 25/26 fiscal year. Approximately 33 facilities are due for inspection.

This task will include reviewing and updating the critical source facility inventory and conducting inspections at the facilities due for an inspection. Inspection procedures will include inspecting the facilities to determine the presence of potential or actual non-stormwater discharges, assessing the presence of BMPs, determining BMP effectiveness, providing education and outreach on stormwater pollution prevention, and issuing corrective actions for minor deficiencies. Stone Creek will follow up with facilities where corrective action is issued to document compliance. Facilities with major violations or those not complying with corrective action notices will be referred to the City for further follow-up. Inspection findings will be documented in inspection reports.

Task 2. Deliverables: Inspection Reports

Task 3. Municipal Staff Training

Section G.12. of the Permit requires the City to annually train staff whose interactions, jobs, and activities may affect stormwater quality. We will provide training on stormwater topics selected by the City. This may include illicit discharge, non-stormwater discharges, BMP requirements associated with municipal activities, and/or integrated pest management. Training will be provided in-person or pre-recorded.

Task 3. Deliverable: Stormwater training, including preparation of a PowerPoint presentation, training materials, and training documentation records.

Task 4. Annual Report

Section J of the Permit requires the City to submit an Annual Report for each fiscal year. The Annual Report for the 2024/2025 reporting period is due October 15, 2025. At the beginning of the new Permit term, the Regional Water Board developed an annual report template for Permittee use. The template provides a streamlined method for annual reporting. Completing the template satisfies the annual reporting requirements specified in Section J.

Under this task, we will assist the City in populating the reporting template and gathering the necessary information. The City will need to complete sections of the report with data not readily available to us in order to complete the report. The City will be responsible for submitting the final report to the Regional Water Board.

Schedule:

August 15, 2025	Staff to provide data to complete Annual Report
September 12, 2025	Draft Annual Report submitted to the City for review
October 1, 2025	City comments on the draft Annual Report due back to Stone Creek
October 11, 2025	Stone Creek to provide the final Annual Report for submittal to the Regional Water Board

Assumptions:

- Schedule assumes the Agreement for this Scope of Work will be executed no later than August 1, 2025.
- City staff provides data to complete the Annual Report according to the schedule.

Task 4 Deliverable: Draft Annual Report; Final Annual Report

Task 5. Trash Implementation Plan

The City of Ukiah is participating in the Streets to Creek Trash Pilot program, which aims to evaluate trash accumulation in relation to the implementation of institutional trash control measures. This task is to assist the City with completing the pilot study. This task will include conducting the final On land Visual Trash Assessments (OVTAs) in the study area and summarizing findings in a report. The final report will be provided by October 1, 2025 for inclusion in 24/25 Annual Report.

We are anticipating comments from the Regional Water Board on the City's trash plan by the end of May 2025. Assuming the plan is approved after responding to comments, the City will need to begin implementing the trash plan. This task is to assist the City with responding to comments, amending the trash plan as needed to incorporate comments, and begin implementing the trash plan. As part of this task, Stone Creek will assist with the trash plan implementation as follows:

Develop education and outreach materials to distribute to businesses and residents in moderate trash-generating areas. This will include selecting outreach materials focused on trash, print materials, and distribution.

Conduct OVTAs. The City will be required to track progress and effectiveness of outreach materials by conducting three rounds of OVTAs in a calendar year at eight locations. Under this task, Stone Creek will conduct a total of 24 OVTAs, document findings, and track compliance progress. A summary report will be provided after completing all three rounds of OVTAs.

Assumptions:

The Regional Water Board approves the trash plan by December 2025, with unsubstantial changes. Should the changes of the TIP approval result in substantial changes, Stone Creek will revise this task as needed.

Assumes two meetings with the City to discuss the trash plan and the steps needed to implement the plan over the next 3-5 years.

Task 5. Deliverable: Education and outreach materials distributed to businesses; OVTA Summary Report as a pdf, and meeting notes.

Task 6. SMARTS Reporting

This task is to assist the city with SMARTS reporting requirements for the Department of Public Work's active construction site projects subject to the state construction general permit (CGP). This includes assistance with the following tasks:

- Preparing permit applications (NOI) and terminations (NOT),
- Creating “ad hoc” monitoring reports within 10 days of monitoring activities,
- Preparing the project annual reports, due September 1, 2025.

This task assumes assistance for SMARTS reporting for up to two projects.

Task 6. Deliverables: TBD based on direction of City.

Task 7. Asset Management

Based on our understanding, all future municipal stormwater permits in the state of California will include requirements for developing an asset management program. Draft permit language outlines a four-phase approach to asset management which includes:

- Inventory and mapping
- Characteristics
- Level of service
- Maintenance and improvement planning

Implementing a storm drain infrastructure asset management program is a significant undertaking that requires substantial time and resources. While the exact requirements included in the permits are not yet known, it is clear that a full program will be included in the permits and will need to be incorporated into the City’s stormwater management plan. This task will assist the City with planning an approach and methodology for meeting future permit asset management requirements.

This task will include addressing the data gaps identified in the previous analysis conducted by Stone Creek. This includes collecting additional data to support the inventory and characterization requirements of asset management requirements, including but not limited to mapping inlets, collecting asset characteristic data such as material, size, and date of installation.

Task 7 Deliverables: Updated Asset Management Map and Inventory

Task 8. Co-Permittee Meeting Assistance

This City is scheduled to take notes during the Co-Permittee meetings in January, February, and March of 2026. Under this task, Stone Creek is available to take notes on behalf of the City. This includes attending meetings, taking notes, and distributing to the group within one week of each meeting.

Task 8. Deliverable: Three sets of meeting notes.

Task 9. Program Management

This task includes general project management activities necessary for effective contract oversight. Tasks include developing a project schedule, managing budget, monthly invoicing, and routine communications with the City, including in-person meetings to report progress and discuss key recommendations and decisions.

Task 9. Deliverable: Invoices

Cost Recovery Tasks

The following tasks have been identified as cost recovery tasks. Direct hours for each project will be itemized individually enabling the City to recover those costs directly from the project sponsor. Budget for these tasks will not come out of the City's funds and therefore have been presented separately for accounting purposes.

Task 10. Construction Site Inspections

Section VI.F4.e of the Permit requires the City to conduct routine inspections of active construction site projects which disturb one acre or more of land. Inspections are required to take place in September, after the first significant rain event, and monthly during the rainy season. Under this task, we will assist the City with construction site inspections. This includes tracking the project inventory, conducting inspections, documenting inspection findings, providing recommendations to improve BMP management, and coordinating follow-up with City staff. Stone Creek will continue to use 2NForm software platform to track construction site projects. Project budget includes direct costs such as mileage and 2NForm licensing fee. We assume up to five active construction projects will be included for inspection under this scope of work.

Task 10. Deliverable: Electronic record of inspections.

Task 11. Installation Inspections

Section VI.D.12.c. requires the City to inspect all applicable development sites during installation of post-construction BMPs to ensure proper function. Generally, the inspections occur during four phases of work:

1. Completion of initial excavation.
2. Placement of aggregate layer.
3. Placement of bioretention soil media.
4. Planting of bioretention plants.

Under this task, Stone Creek is available to conduct installation inspections. It is assumed that the City will notify Stone Creek when a project is in the process of installing post-construction,

BMPs and will provide project contact information so that Stone Creek can make arrangements for inspections. Direct hours for each project will be itemized individually enabling the City to recover those costs directly from the project sponsor. This task assumes up to two project installation inspections.

Task 11. Deliverable: Inspection Reports

Fee Estimate and Level of Effort

The Scope of Work will be conducted as described above for an estimated not-to-exceed budget of \$80,000. The estimated fee and associated level of effort are summarized below.

Task	Level of Effort, hours	Estimated Fee, \$
Task 1. LID Maintenance Inspections	22	6,750
Task 2. Critical Source Inspections	74	15,000
Task 3. Municipal Staff Training	12	3,000
Task 4. Annual Report	12	2,500
Task 5. Trash Implementation Plan	52	11,000
Task 6. SMARTS Reporting	24	6,000
Task 7. Asset Management Planning	62	12,000
Task 8. Co-Permittee Meeting Assistance	12	3,000
Task 9. Project Management	14	2,250
City Budget	284 hours	61,500
Task 10. Construction Site Inspections	64	15,000
Task 11. LID Installation Inspections	8	3,500
Cost Recovery Budget	72 hours	18,500
Total	356	80,000

Billing rates for the estimate are provided below. Rates will be valid for the duration of the contract:

Classification	2025 rates
Quality Assurance	\$305
Principal Compliance Specialist	\$275
Compliance Specialist II	\$193
Compliance Specialist I	\$174
Field Inspector	\$185
Intern	\$110
Administrative Assistance	\$110

Direct Costs
Mileage

Cost + 10%
Standard Federal Rate

Any services not included in this Scope of Work will be performed only after receiving written authorization and a corresponding budget augmentation from the City. I am looking forward to working with you on this important work. Please feel free to contact me at 707-318-9415 or colleen@consultingstonecreek.com if you have any questions or would like to discuss this proposal further.

Sincerely,



Colleen Hunt, CPMSM #343
Professional Consultant



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Negotiate and Execute an Inter-Facility Dispatch Contract with All Access Transfer Center.

DEPARTMENT: Fire

PREPARED BY: Justin Buckingham, Battalion Chief

PRESENTER: Justin Buckingham, Battalion Chief

ATTACHMENTS:

1. Draft UVFA IFT Dispatch Services Agreement

Summary: The Council will consider authorizing the City Manager to negotiate and execute a contract between the City of Ukiah and All Access Transfer Center regarding dispatch services for interfacility transfer (IFT) Ambulances.

Background: In November 2024, the City of Ukiah and Adventist Health entered into a contract for the Ukiah Valley Fire Authority to provide interfacility transfers (IFT) from three of their hospitals. The Ukiah Valley Fire Authority began providing IFT services through this contract. The service area includes Adventist Health Howard Memorial (Willits), Adventist Health Ukiah Valley (Ukiah), and Adventist Health Clearlake (Clearlake). Due to the geographical spacing, the volume of transfers, and the nuances of the different levels of care, it is essential that we have a dispatch center to act as the command-and-control center for the IFT program. Our current dispatch provider has no interest in continuing in this capacity, so we began searching for a suitable dispatch agency. All Access Transfer Center (AATC), a subsidiary of Global Medical Response, handles all of the coordination of transfers from the hospital to the provider. We inquired if AATC would be interested in taking on this role, as they were already handling all of the other components of the IFT service, both for the hospitals and for our agency. They agreed to explore the idea, and collaboratively we developed a model that will increase our efficiency, free up staff time, and decrease the time needed to fulfill the IFT requests. The proposed cost of \$130,000 per year is significantly cheaper than our current 911 dispatch center, which was proposed if they were to continue in this capacity. AATC also specializes in all facets of the IFT business, making them better suited to handle the dispatching of our resources.

Discussion: The proposed contract with AATC, included with this report as Attachment 1, will cover the dispatching of the IFT Ambulances, which will lead to increased efficiency, maximizing our ability to fulfill the contractual obligations. Note, the attached draft is in substantial form, but will still need to be reviewed by the City Manager's Office, Risk, and City Attorney. Related to the terms, staff has already sought a reduction in the annual contractual increase from 5% to 3%.

Staff recommends Council authorize the City Manager to negotiate and execute the contract for dispatch services with the All Access Transfer Center (AATC).

Recommended Action: Authorize the City Manager to negotiate and execute the contract for Inter Facility (IFT) dispatch services with All Access Transfer Center (AATC).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 71021150.52100: \$150,000.00

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Ambulance Fund

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Douglas Hutchison, Fire Chief, Darcy Vaughn, Esq., City Attorney

STRATEGIC PLAN (SP): **SP 1B** - Provide services that support a high quality of life for all residents, including fostering diverse, inclusive, sustainable, and accessible neighborhoods; **SP 3B** - Analyze and consider opportunities for regional partnerships that support or improve the delivery of municipal services; **SP 4A** - Identify and remove barriers to economic development while leveraging economic opportunities.

CLIMATE INITIATIVES (CI):

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

Approved: 
Sage Sangiacomo, City Manager

IFT DISPATCH SERVICES AGREEMENT

THIS IFT DISPATCH SERVICES AGREEMENT is made between the Global Medical Response company ("AATC") and the customer (the "Customer") set out on the signature page of this Agreement. This Agreement is effective as of the Commencement Date as defined herein.

WHEREAS, AATC is in the business of providing inter-facility, dispatch services and other logistics services for medical transportation providers, wheelchair providers and other transportation providers;

WHEREAS, Customer has conducted an analysis of its needs, and has determined that such needs will be best met through an agreement with AATC;

NOW, THEREFORE, AATC and Customer do hereby agree as follows:

1. **Provision of Services.** AATC will provide the dispatch services described in Schedule "A" hereto (the "Services") to Customer on the terms and conditions specified herein. AATC's operations will comply with the requirements and specifications described on Schedule "A" hereto. AATC acknowledges that Customer's Operations operate on a 24 hour / 7 day a week basis, and that it is of importance that the Services be available at all times.
2. **Compliance.** The parties will comply in all material respects with all applicable federal, state and local laws and regulations, including the federal Anti-kickback Statute.
3. **Standards.** The Services shall be provided in accordance with prevailing industry standards of quality and care applicable to the emergency medical services industry.
4. **Compensation and Billing.** The Customer will pay AATC the amounts set out in Schedule "A" for Services set forth therein. Payment shall be due within thirty (30) days of receipt of invoice by Customer. Any payments not timely made shall accrue interest at the rate of twelve percent (12%) per annum.
5. **Indemnification.** Each party will indemnify and hold the other party harmless from and against liability claims resulting from or alleged to result from any negligence or willful misconduct of the indemnifying party related to the performance of this Agreement.
6. **Insurance.** Each party represents that it has and will maintain comprehensive automobile insurance, comprehensive general liability insurance, and professional liability insurance all in minimum amounts that are customary and usual within the emergency medical services industry and workers' compensation insurance in the statutory required amounts.
7. **Record Retention.** AATC will retain books and records respecting Services rendered to Patients for the time periods required under all applicable laws (including the requirements of the Secretary of Health and Human Services ("HHS")) and allow access to such books and records by duly authorized agents of the Secretary of HHS, the Comptroller General and others to the extent required by law.
8. **Term.** The initial term of this Agreement shall commence on June 23, 2025 ("Commencement Date") and shall run for a period of one (1) year. This Agreement shall automatically renew for additional one (1) year terms thereafter. The initial term and all renewal periods that the parties may agree to shall be cumulatively referred to as the "Term".
9. **Termination.** Each party may terminate this Agreement at any time, without cause and at its sole discretion, upon thirty (30) days written notice to the other party. In addition to the foregoing: (i) AATC may terminate this Agreement upon a default by the Customer in the payment of monies due and owing to AATC if such breach is not cured within ten (10) days of notice thereof to the Customer; (ii) the Customer may terminate this Agreement upon the failure of AATC to confirm that it will provide Services in response to a timely request made pursuant to Section 4.a, if such failure is not cured within five (5) days of notice thereof to AATC; and (iii) the Customer may terminate this Agreement immediately upon notice to AATC following AATC's loss or suspension of licensure necessary for the provision of the Services.
10. **Notices.** Any notice required or permitted by this Agreement shall be in writing and shall be delivered as follows, with notice deemed given as indicated: (a) by personal delivery, when delivered personally; (b) by overnight courier, upon written verification of receipt; (c) by facsimile transmission, upon acknowledgment of receipt of electronic transmission; or (d) by certified or registered mail, return receipt requested, upon verification of receipt. Notice shall be sent to the following addresses:

If to Customer:

Insert Customer Contact
Insert Customer Legal Name
Insert Street Address
Insert City, State, Zip

If to AATC:

Global Medical Response
Insert Street Address
Insert City, State, Zip
Attn:

With Mandatory Copy to:

Legal Department
Global Medical Response, Inc.
4400 State Hwy 121, Ste. 700
Lewisville, TX 75056

11. **Confidentiality.** All information with respect to the operations and business of a party (including the rates charged hereunder) and any other information considered to be and treated as confidential by that party gained during the negotiation or Term of this Agreement will be held in confidence by the other party and will not be divulged to any unauthorized person without prior written consent of the other party, except for access required by law, regulation and third party reimbursement agreements.

12. **Referrals.** It is not the intent of either party that any remuneration, benefit or privilege provided for under this Agreement shall influence or in any way be based on the referral or recommended referral by either party of patients to the other party or its affiliated providers, if any, or the purchasing, leasing or ordering of any services other than the specific services described in this Agreement. Any payments specified herein are consistent with what the parties reasonably believe to be a fair market value for the services provided.

13. **Relationship.** In the performance of this Agreement, each party hereto shall be, as to the other, an independent contractor and neither party shall have the right or authority, express or implied, to bind or otherwise legally obligate the other. Nothing contained in this Agreement shall be construed to constitute either party assuming or undertaking control or direction of the operations, activities or medical care rendered by the other. AATC and Customer administrative staff shall meet on a regular basis to address issues of mutual concern related to the provision of Services and the parties' respective rights and obligations hereunder.

14. **Force Majeure.** AATC shall not be responsible for any delay in or failure of performance resulting from acts of God, riot, war, civil unrest, natural disaster, labor dispute or other circumstances not reasonably within its control.

15. **Compliance Program and Code of Conduct.** AATC has made available to the Customer a copy of its Code of Conduct, Anti-kickback policies and other compliance policies, as may be changed from time-to-time, and the Customer acknowledges receipt of such documents. AATC warrants that its personnel shall comply with AATC's compliance policies, including training related to the Anti-kickback Statute.

16. **Non-Exclusion.** Each party represents and certifies that neither it nor any practitioner who orders or provide Services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each party further represents and certifies that it is not ineligible to participate in Federal health care programs or in any other state or federal government payment program. Each party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide Services, from participation in Federal health care programs, the party must notify the other party within five (5) days of knowledge of such fact, and the other party may immediately terminate this

Agreement, unless the excluded party is a practitioner or employee who immediately discontinues ordering or providing Services hereunder.

17. **Miscellaneous.** This Agreement (including the Schedules hereto): (a) constitutes the entire agreement between the parties with respect to the subject matter hereof, superseding all prior oral or written agreements with respect thereto; (b) may be amended only by written instrument executed by both parties; (c) may not be assigned by either party without the written consent of the other party, such consent not to be unreasonably withheld; (d) shall be binding on and inure to the benefit of the parties hereto and their respective successors and permitted assigns; (e) shall be interpreted and enforced in accordance with the laws of the state where the Services are performed, without regard to the conflict of laws provisions thereof, and the federal laws of the United States applicable therein; (f) may be executed in several counterparts (including by facsimile), each of which shall constitute an original and all of which, when taken together, shall constitute one agreement; and (g) shall not be effective until executed by both parties. In the event of a conflict between this Agreement and any Schedule hereto, the terms of this Agreement shall govern.

IN WITNESS WHEREOF, the parties have hereto executed this Agreement.

Calstar Air Medical Services, LLC

By: _____
Sean Russell

Ukiah Fire Department

By: _____

Print Name: _____

Print Title: _____

DISPATCH SERVICES AGREEMENT

SCHEDULE "A"

1. Dispatch Services. AATC shall provide IFT dispatch services for Ukiah Fire Department in and around Mendocino County. Subject to AATC's terms and conditions, AATC shall provide transport provider access to its transport.net platform for transports originating from Adventist Health System in Mendocino County, provided that Adventist Health System continues to utilize the transport.net platform. Ukiah Fire Department shall be responsible for ensuring all facilities contact AATC to coordinate the dispatch services.

2. Warranty Disclaimer.

THE TRANSPORT.NET PLATFORM is PROVIDED "AS IS" AND PROVIDER HEREBY DISCLAIMS ALL WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE. PROVIDER SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE, OR TRADE PRACTICE. PROVIDER MAKES NO WARRANTY OF ANY KIND THAT THE SERVICES AND DOCUMENTATION, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS, OPERATE WITHOUT INTERRUPTION, ACHIEVE ANY INTENDED RESULT, BE COMPATIBLE OR WORK WITH ANY SERVICES, SYSTEM OR OTHER SERVICES, OR BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE, OR ERROR FREE.

3. Compensation. Customer shall pay \$130,000 annually to AATC, payable on the first of each month in 12 equal installments. This amount shall increase by 5% annually on each anniversary of this Agreement.



AGENDA SUMMARY REPORT

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

DEPARTMENT: Finance

PREPARED BY: Myles Fisette, Purchasing Manager

PRESENTER: Consent Calendar

ATTACHMENTS:

1. SoldAssetReport

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

Background: In May 2025, an on-line auction was released for the sale of miscellaneous items from City departments that have been determined obsolete, or in poor condition, and no longer used.

The total amount of the sale was \$1,044.00. Attachment 1 provides the list of items sold, the amount they sold for, and the departments the sale proceeds have been applied to.

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

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

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

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: Yes / No GRANT: Yes / No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mary Horger, Assistant Finance Director; Ryan Burkhart, IT Manager

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

Sold Asset Report
May 2025

Item #	ID	Inventory ID	Description	Sold Amount	Tax	Department
1	226	226	APC Symmetra LX	\$1,032.00	\$103.04	Information Technology
2	228	228	Motorola Cabinet, 15 RU, 600D, EIA 19 in	\$12.00	\$1.20	Information Technology
3	229	229	APC InRow SC	-	-	Information Technology
				\$1,044.00	\$104.24	

TOTAL DISTRIBUTION OF SALE PROCEEDS	
Information Technology	\$1,044.00



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Rejecting All Bids Received for the Abandonment of Environmental Monitoring and Remediation Wells Project, Specification 24-08.

DEPARTMENT: Public Works

PREPARED BY: Myles Fisette, Purchasing Manager

PRESENTER: Tim Eriksen, Director of Public Works/City Engineer

ATTACHMENTS:

1. Spec 24-08 Abandonment of Environmental Monitoring and Remediation Wells
2. Bid Tabulation Spec 24-08 Abandonment of Environmental Monitoring and Remediation Wells

Summary: Council will consider rejecting all bids on the contract for the Abandonment of Environmental Monitoring and Remediation Wells Project, Specification 24-08.

Background: On May 7, 2025, the Ukiah City Council approved the plans and specifications for the Abandonment of Environmental Monitoring and Remediation Wells Project, Specification 24-08, and directed Staff to advertise bids. The engineer's estimate for the well abandonment is \$171,433 and project management is \$53,707 for a total project cost of \$225,140.

Discussion: On May 20, 2025, the bid was released for Spec 24-08 Abandonment of Environmental Monitoring and Remediation Wells. Please see Attachment 1 for a copy of the finalized bid specifications. The bid notice was distributed to the Builder's Exchanges, as well as contractors on the Qualified Bidder's list and posted to Bidnet Direct. A non-mandatory pre-bid meeting was conducted on June 12, 2025. Bids were due and opened at 2 p.m. on June 24, 2025. Unfortunately, the lowest bid was significantly greater than the engineer's estimate for the project (see Attachment 2 for Bid Tabulation).

The insurance policy that the City is using to reimburse for the costs associated with the remediation of these wells has only approved expenditures equal to the engineer's estimate with a small contingency. Staff plans to revise the bid specification by including the removal of the remediation equipment and open the project to Class A licensed contractors and release the project again. Staff's goal with this repackaging is to allow for more competition and a lower total project cost.

Recommended Action: Reject all bids received for the Abandonment of Environmental Monitoring and Remediation Wells Project, Specification 24-08.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 20824300.52100.18486: \$0

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Insurance Proceeds

REVENUE: Yes / No **GRANT:** Yes / No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director; Andrea Trincado, Project & Grants Administrator

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
ABANDONMENT OF ENVIRONMENTAL MONITORING AND REMEDIATION WELLS
SPECIFICATION NO. 24-08

NON-MANDATORY PRE-BID MEETING
9:00 A.M., JUNE 12, 2025
1320 AIRPORT ROAD
UKIAH, CALIFORNIA 95482

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
300 Seminary Avenue
Ukiah, California 95482-5400



Bids Open: Tuesday, June 24, 2025
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

DOUGLAS CRANE – MAYOR
SUSAN SHER – VICE-MAYOR
JUAN OROZCO – COUNCIL MEMBER
HEATHER CRISS – COUNCIL MEMBER
MARI RODIN – 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 PUBLIC WORKS
MAY 2025

TABLE OF CONTENTS

	PAGE
NOTICE TO BIDDERS	
INSTRUCTIONS TO BIDDERS	1
GENERAL CONDITIONS	
SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS	3
1-01. Definitions	
1-02. Examinations of Plans, Special Provisions and Site of Work	
1-03. Proposal	
1-04. Withdrawal of Bids	
1-05. Public Opening of Bids	
1-06. Bid Guaranty	
1-07. Qualification of Bidders	
1-08. Disqualification of Bidders	
1-09. Identification of Subcontractors	
1-10. General Provisions of the Standard Specifications	
SECTION 2. AWARD AND EXECUTION OF CONTRACT	5
2-01. Award of Contract	
2-02. Return of Proposal Guaranties	
2-03. Execution of Contract	
SECTION 3. SCOPE AND INTENT OF CONTRACT	5
3-01. Effect of Inspection and Payments	
3-02. Effect of Extension of Time	
3-03. Extra Work	
3-04. Assignment of Contract	
3-05. Subcontractors	
3-06. Interpretation of Special Provisions and Drawings	
3-07. Liability of City Officials	
3-08. Dispute Resolution	
SECTION 4. BONDS	6
4-01. Faithful Performance Bond	
4-02. Material and Labor Bond	
4-03. Defective Material and Workmanship Bond	
4-04. Notification of Surety Companies	
SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS	6
5-01. Minimum Scope of Insurance	
5-02. Minimum Limits of Insurance	
5-03. Deductibles and Self-Insured Retentions	
5-04. Other Insurance Provisions	
5-05. Acceptability of Insurers	
5-06. Verification of Coverage	
5-07. Subcontractors	

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR 8

- 6-01. Legal Address of Contractor
- 6-02. Office of Contractor at Site
- 6-03. Attention to Work
- 6-04. Liability of Contractor
- 6-05. Protection of Persons and Property
- 6-06. Protection of City Against Patent Claims
- 6-07. Protection of Contractor's Work Property
- 6-08. Regulations and Permits
- 6-09. Construction Utilities
- 6-10. Approval of Contractor's Plans
- 6-11. Suggestions to the Contractor
- 6-12. Termination of Unsatisfactory Subcontracts
- 6-13. Preservation of Stakes and Marks
- 6-14. Assistance to Engineer
- 6-15. Removal of Condemned Materials and Structures
- 6-16. Proof of Compliance with Contract
- 6-17. Errors and Omissions
- 6-18. Cooperation
- 6-19. Right of Contractor to Stop Work
- 6-20. Hiring and Dismissal of Employees
- 6-21. Wage Rates
- 6-22. Cleaning Up
- 6-23. Guaranty

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY 13

- 7-01. Authority of the Engineer
- 7-02. Inspection
- 7-03. Surveys
- 7-04. Rights-of-Way
- 7-05. Retention of Imperfect Work
- 7-06. Changes in the Work
- 7-07. Additional Drawings by City
- 7-08. Additional and Emergency Protection
- 7-09. Suspension of Work
- 7-10. Right of City to Terminate Contract
- 7-11. Use of Completed Portions

SECTION 8. WORKMANSHIP, MATERIALS AND EQUIPMENT 16

- 8-01. General Quality
- 8-02. Quality in Absence of Detailed Specifications
- 8-03. Materials and Equipment Specified by Name
- 8-04. Source of Materials
- 8-05. Storage of Materials
- 8-06. Drawings, Samples and Tests

SECTION 9. PROSECUTION OF WORK 16

- 9-01. Equipment and Methods
- 9-02. Time of Completion
- 9-03. Avoidable Delays

- 9-04. Unavoidable Delays
- 9-05. Notice of Delays
- 9-06. Extension of Time
- 9-07. Unfavorable Weather and Other Conditions
- 9-08. Saturday, Sunday, Holiday and Night Work
- 9-09. Hours of Labor

SECTION 10. PAYMENT 18

- 10-01. Certification by Engineer
- 10-02. Progress Estimates and Payment
- 10-03. Substitution of Securities
- 10-04. Acceptance
- 10-05. Final Estimate and Payment
- 10-06. Delay Payments
- 10-07. Extra Work and Work Omitted
- 10-08. Compensation for Extra Work or Work Omitted
- 10-09. Compensation to the City for Extension of Time
- 10-10. Liquidated Damages for Delay

SECTION 11. MISCELLANEOUS 21

- 11-01. Notice
- 11-02. Computation of Time
- 11-03. Claims Procedure Required by Public Contract Code Section 9204
- 11-04. Litigation and Forum Selection
- 11-05. Waiver

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION 25

- 12-01. Location and Scope of Work
- 12-02. Arrangement of Technical Specifications
- 12-03. Arrangement of Plans
- 12-04. Business Licenses
- 12-05. Permits
- 12-06. Standard Specifications and Standard Plans
- 12-07. Temporary Facilities
- 12-08. Public Convenience and Safety
- 12-09. Maintaining Traffic
- 12-10. Stream Pollution
- 12-11. Warranties
- 12-12. Utilities
- 12-13. Preconstruction Conference
- 12-14. Safety Requirements

SECTION 13. CONSTRUCTION DETAILS 27

- 13-01. Scope
- 13-02. Personnel and Equipment
- 13-03. Permits, Certificates, Laws, and Ordinances
- 13-04. Well Abandonment
- 13-05. Disposal of Soil Cuttings, Decontamination Water, and Construction Debris
- 13-06. Environmental Control
- 13-07. Cleanup

13-08. Payment

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS..... 31

14-01. Provisions to be Excluded from General Conditions

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS..... 31

15-01. Provisions of General Conditions to be Amended

CERTIFICATES AND DOCUMENTS

BID SUBMITTAL CHECKLIST 32

PROPOSAL 33

BIDDING SCHEDULE 34

FAIR EMPLOYMENT PRACTICES CERTIFICATION 37

WORKER'S COMPENSATION CERTIFICATE 38

CERTIFICATE OF NONDISCRIMINATION IN EMPLOYMENT 39

LIST OF PROPOSED SUBCONTRACTORS 40

STATEMENT OF EXPERIENCE OF BIDDER..... 41

SIGNATURE OF BIDDER..... 42

BIDDER'S BOND 43

NON-COLLUSION AFFIDAVIT 44

AGREEMENT 45

INDEMNIFICATION AGREEMENT 49

EXAMPLE BOND FORMS 50

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND 55

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND 56

INSURANCE CERTIFICATES AND ENDORSEMENT FORMS

APPENDICES: APPENDIX A

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR ENVIRONMENTAL WELL ABANDONMENT SPECIFICATION NO. 24-08

NOTICE IS HEREBY GIVEN that sealed standard proposals for Environmental Well Abandonment 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 24, 2025, 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 "Environmental Well Abandonment ". 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.	Site Preparation, Mobilization and Demobilization	1	Lump Sum
2.	Agency Fees, Including Permits and Inspection	1	Lump Sum
3.	Monitoring Well Abandonment	620	Vertical Feet
4.	Remediation Well Abandonment	612	Vertical Feet
5.	Cement Grout Well Backfill	1,232	Vertical Feet
6.	Restore Former Monitoring Well Locations to Match Existing Conditions	23	Each
7.	Sawcut Existing Asphalt Paving and/or Concrete at Existing Remediation Well Boxes	350	Linear Feet
8.	Remove, Haul, and Dispose of Remediation Well Box; Remove Concrete Collar; and Cut & Cap Conduit	28	Each
9.	Backfill Remediation Well Boxes with CDF to 4" Minus	7	Cubic Yards
10.	Replace Asphalt Concrete at Remediation Well Box Locations	360	Square Feet
11.	Backfill Remediation Well Boxes with Class II Aggregate Base to Final Grade	2.5	Cubic Yards

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 Fiset, Purchasing Manager at (707) 463-6225 or by email at mfiset@cityofukiah.com.

NON-MANDATORY PRE-BID MEETING will be held at 9:00 a.m., June 12, 2025, at 1320 Airport Road, Ukiah, California 95482.

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

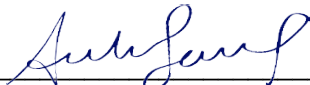
No contractor or subcontractor may be listed on a bid proposal for a public works unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed. under Labor Code section 1771.1(a). The prime contractor shall be responsible for posting job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

Pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, 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. Copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done 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 C-57 Water Well 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: 05/20/25



Araceli Sandoval, Deputy City Clerk, City of Ukiah, California

PUBLISH ONCE: May 27, 2025

INSTRUCTIONS TO BIDDERS

Environmental Well Abandonment 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.

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 1320 Airport Road, Ukiah, California 95482.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

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

1-03. Proposal. Bids shall be made on the blank forms prepared by the City. All bids shall give the prices bid, both in writing and in figures and shall be signed by the bidder or his or her authorized representative, with his or her address. If the bid is made by an individual or partner, his or her name and the post office address of his or her business or partnership, along with his or her signature or the signature of one or more partners must be shown; if made by a corporation, the bid shall show the name of the state under the laws of which the corporation is chartered, the name of the corporation and the title of the person who signs on behalf of the corporation.

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the

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

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

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

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

SECTION 4. BONDS

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

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

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

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

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

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

5-04. Other Insurance Provisions.

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

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

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

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

6-04. Liability of Contractor. The Contractor shall do all of the work and furnish all labor, materials, tools and appliances, except as otherwise herein expressly stipulated, necessary or proper for performing and completing the work herein required in the manner and within the time herein specified. The mention of any specific duty or

liability imposed upon the Contractor shall not be construed as a limitation or restriction of any general liability or duty imposed upon the Contractor by this contract, said reference to any specific duty or liability being made herein merely for the purpose of explanation.

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

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

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

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

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

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

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

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

Should the Contractor, his or her agents, servants or employees, or any of them be enjoined from furnishing or using any invention, article, material or appliance supplied or required to be supplied or used under this contract, the Contractor shall promptly substitute other articles, materials or appliance, in lieu thereof, of equal efficiency, quality, finish, suitability and market value and satisfactory in all respects to the Engineer. Or, in the event that the Engineer elects, in lieu of such substitution, to have supplied and to retain and use, any such invention, article, material or appliance, as may by this contract be required to be supplied, in that event the Contractor shall pay

such royalties and secure such valid licenses as may be requisite and necessary for the City, its officers, agents, servants and employees, or any of them, to use such invention, article, material or appliance without being disturbed or in any way interfered with by any proceeding in law or equity on account thereof. Should the Contractor neglect or refuse to make the substitution promptly, or to pay such royalties and secure such licenses as may be necessary, then in that event the Engineer shall have the right to make such substitution, or the City may pay such royalties and secure such licenses and charge the cost thereof against any money due to the Contractor from the City or recover the amount thereof from him or her and his or her sureties notwithstanding final payment under this contract may have been made.

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

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

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

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

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

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

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

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

6-15. Removal of Condemned Materials and Structures. The Contractor shall remove from the site of the work, without delay, all rejected and condemned materials or structures of any kind brought to or incorporated in the work and upon his or her failure to do so, or to make satisfactory progress in so doing, within forty-eight (48) hours after the service of a written notice from the Engineer, the condemned material or work may be removed by

the City and the cost of such removal shall be taken out of the money that may be due or may become due the Contractor on account of or by virtue of this contract. No such rejected or condemned material shall again be offered for use by the Contractor under this Contract.

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

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

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

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

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

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

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

6-20. Hiring and Dismissal of Employees. The Contractor shall employ only such foremen, mechanics and laborers as are competent and skilled in their respective lines of work and whenever the Engineer shall notify the Contractor that any person on the work is, in his or her opinion, incompetent, unfaithful, intemperate or disorderly, or refuses to carry out the provisions of this contract, or uses threatening or abusive language to any person on the work representing the City, or is otherwise unsatisfactory, such person shall be discharged immediately from the work and shall not be re-employed upon it except with the consent of the Engineer.

6-21. Wage Rates.

1. Contractor shall pay all mechanics and laborers employed or working upon the site of the work unconditionally and without subsequent deductions or rebate on any account the full amounts due at the time of payment at wage rates not less than those contained in the applicable prevailing wage

determination, regardless of any contractual relationship which may be alleged to exist between the Contractor and subcontractors and such laborers and mechanics.

2. Contractor shall comply with the California Labor Code Section 1775. In accordance with said Section 1775, Contractor shall forfeit as a penalty to the Owner, \$50.00 (or the higher minimum penalty as provided in Section 1775(B)(ii) – (iii)) for each calendar day or portion thereof, for each workman paid less than the stipulated prevailing rates for such work or craft in which such workman is employed for any work done under the Contract by him or her or by any subcontractor under him or her in violation of the provisions of the Labor Code and in particular, Labor Code Sections 1770 to 1780, inclusive. In addition to said penalty and pursuant to Section 1775, the difference between such stipulated prevailing wage rates and the amount paid to each workman for each calendar day or portion thereof for which each workman was paid less than the stipulated prevailing wage rate shall be paid to each workman by the Contractor.
3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.
4. City will not recognize any claim for additional compensation because the Contractor has paid any rate in excess of the prevailing wage rate obtained by the Contractor. The possibility of wage increases is one of the elements to be considered by the Contractor in determining his or her bid and will not in any circumstances be considered as the basis for a claim against the City.
5. The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. Commencing with contracts awarded or after April 1, 2015, all contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.
6. Travel and Subsistence Payments.

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

7. Apprentices.

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

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

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

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

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

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

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

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

7-10. Right of City to Terminate Contract. If the Contractor should be adjudged a bankrupt, or if he or she should make a general assignment for the benefit of his or her creditors, or if a receiver should be appointed on account of his or her insolvency, or if he or she should persistently or repeatedly refuse or should fail, except in cases for which extension of time is provided, to supply sufficient properly skilled workmen or proper materials, or if he or she should fail to make prompt payments to subcontractors or for material or labor, or persistently disregard laws, ordinances or the instructions of the Engineer, or otherwise be guilty of a substantial violation of any provision of the contract, then the City, upon the certificate of the Engineer that sufficient cause exists to justify such action, may, without prejudice to any other right or remedy and after giving the Contractor seven days written notice, terminate the employment of the Contractor and take possession of the premises and of all materials, tools and appliances and finish the work by whatever method the City may deem expedient. In such case, the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expense of finishing the work, including compensation for additional managerial and administrative services, such excess shall be paid to the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the City. The expense incurred by the City as herein provided and the damage incurred through the Contractor's default, shall be certified by the Engineer. In the event that a termination under this section is determined to be improper, such termination shall be deemed a constructive termination for convenience taken pursuant to section 7-12 below.

7-11. Use of Completed Portions. The City shall have the right to take possession of and use any completed or partially completed portions of the work, notwithstanding the time for completing the entire work or such portions which may not have expired; but such taking possession and using shall not be deemed an acceptance of any work not completed in accordance with the contract documents. If such prior use increases the cost of or delays the work, the Contractor shall be entitled to such extra compensation, or extension of time or both, as the Engineer may determine.

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

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

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

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

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

2. A reasonable allowance for Contractor's administrative costs in determining the amount payable due to termination of the contract under this Article.

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

8-02. Quality in Absence of Detailed Specifications. Whenever under this contract it is provided that the Contractor shall furnish materials or manufactured articles or shall do work for which no detailed specifications are set forth, the materials or manufactured articles shall be of the best grade in quality and workmanship obtainable in the market from firms of established good reputation, or, if not ordinarily carried in stock, shall conform to the usual standards for first-class materials or articles of the kind required, with due consideration of the use to which they are to be put. In general, the work performed shall be in full conformity and harmony with the intent to secure the best standard of construction and equipment of the work as a whole or in part.

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

9-01. Equipment and Methods. The work under this contract shall be prosecuted with all materials, tools, machinery, apparatus and labor and by such methods as are necessary to the complete execution of everything described, shown, or reasonably implied. If at any time before the beginning or during the progress of the work,

any part of the Contractor's plant or equipment, or any of his or her methods of execution of the work, appear to the Engineer to be unsafe, inefficient, or inadequate to insure the required quality or the rate of progress of the work, he or she may order the Contractor to increase or improve his or her facilities or methods and the Contractor shall comply promptly with such orders; but, neither compliance with such orders nor failure of the Engineer to issue such orders shall relieve the Contractor from his or her obligation to secure the degree of safety, the quality of the work and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

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

9-03. Avoidable Delays. Avoidable delays in the prosecution or completion of the work shall include all delays which might have been avoided by the exercise of care, prudence, foresight and diligence on the part of the Contractor. The City will consider as avoidable delays within the meaning of this contract (1) delays in the prosecution of parts of the work, which may in themselves be unavoidable, but do not necessarily prevent or delay the prosecution of other parts of the work nor the completion of the whole work within the time herein specified, (2) reasonable loss of time resulting from the necessity of submitting plans to the Engineer for approval and from the making of surveys, measurements, inspections, and testing and (3) such interruptions as may occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

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

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

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

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

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

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

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

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

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

SECTION 10. PAYMENT

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

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

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

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

10-03. Substitution of Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3. Upon acceptance of any Proposal that includes substituting securities for amounts withheld to ensure performance, a separate escrow agreement satisfactory in form and substance to City shall be prepared and

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

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

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

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

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

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

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

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

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

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

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

10-08. Compensation for Extra Work or Work Omitted. Whenever corrections, additions, or modifications in the work under this contract change the amount of work to be done or the amount of compensation due the Contractor, excepting increases or decreases in contract items having unit contract prices for each measurable quantity installed in place, and such changes have been ordered in writing by the Engineer and approved by the City prior to the Contractor performing the extra work, then a price may be agreed upon. Failing such an agreement in price, the Contractor shall be compensated for performing extra work pursuant to the provisions of Section 4-1.03 D, "Extra Work", and Section 9-1.03, "Force Account Payment" of the Standard Specifications.

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

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

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

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

SECTION 11. MISCELLANEOUS

11-01. Notice. Whenever any provision of the contract documents requires the giving of written notice, it shall be deemed to have been validly given if delivered in person to the individual or to a member of the firm or to an officer of the corporation for whom it is intended, or if delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the giver of the notice. If mailed, the notice shall be deemed received on the date of delivery stated in the return receipt.

11-02. Computation of Time. When any period of time is referred to in the Contract Documents by days, it shall be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday or Sunday or on a day made a legal holiday by the law of the applicable jurisdiction, such day shall be omitted from the computation.

11-03. Claims Procedure

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

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

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

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

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

List of documents relating to claim:

Specifications

Drawings

Clarifications (Requests for Information)

Schedules

Other

Chronology of events and correspondence

Analysis of claim merit

Analysis of claim cost

Time impact analysis in CPM format

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

D. **City's Response.** Upon receipt of a claim pursuant to this Article, City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the claim will be processed and made within 60 days after the City issues its written statement.

If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the City's governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three days following the next duly publicly noticed meeting of the City's governing body after the 45-day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

Within 30 days of receipt of a claim, the City may request in writing additional documentation supporting the claim or relating to defenses or claims the District may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of City and the Contractor. The City's written response to the claim, as further documented, shall be submitted to the Contractor within 30 days (if the claim is less than \$15,000, within 15 days) after receipt of the further

documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

F. Mediation. Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the Contractor a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. Any disputed portion of the claim, as identified by the Contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing, unless the parties agree to select a mediator at a later time.

If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator.

For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

Unless otherwise agreed to by the City and the Contractor in writing, the mediation conducted pursuant to this section shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has been commenced.

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

G. Procedures After Mediation. If following the mediation, the claim or any portion remains in dispute, the Contractor must file a claim pursuant to Chapter 1 (commencing with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.6 of Title 1 of the Government Code prior to initiating litigation. For purposes of those provisions, the running of the period of time within which a claim must be filed shall be tolled from the time the Contractor submits his or her written claim pursuant to subdivision (a) until the time the claim is denied, including any period of time utilized by the meet and confer conference.

H. Civil Actions. The following procedures are established for all civil actions filed to resolve claims of \$375,000 or less:

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

If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in

construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

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

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

11-04. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

Except as otherwise expressly provided by law, the parties waive any objections they might otherwise have to the propriety of jurisdiction or venue in the state courts in Mendocino County and agree that California law shall govern any such litigation.

The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto and, in particular but without limitation, the warranties, guaranties and obligations imposed upon the Contractor and all of the rights and remedies available to the City thereunder, shall be in addition to and shall not be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available by law or contract, by special warranty or guaranty, or by other provisions of the contract documents and the provisions of this paragraph shall be as effective as if repeated specifically in the contract documents in connection with each particular duty, obligation, right and remedy to which they apply. All warranties and guaranties made in the contract document shall survive final payment and termination or completion of this contract. The City disclaims an express or implied warranty that the plans and specifications identify all site conditions that could affect the time or cost to complete the Work.

11-05. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. All of the work to be performed is within the City of Ukiah and consists of the abandonment of twenty-three (23) monitoring wells and twenty-eight (28) remediation wells. General locations of the work are shown in the attached Appendix "A". A map will be provided to the successful bidder showing the exact locations of the work to be done. All work will be done under the direction of the City of Ukiah Public Works Department.

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 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	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. General locations and 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, 2015, 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 sewer or electrical services will be provided by the owner. Water will be available at the City of Ukiah Corporation Yard location. It is the Contractor's sole responsibility to arrange such services as necessary.

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

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

SECTION 13 - CONSTRUCTION DETAILS

13-01. Scope. This document specifies the abandonment of (23) monitoring wells and (12) remediation wells and, as shown on the drawing (Appendix A) and in accordance with these Specifications.

The work to be performed under this contract includes the furnishing of all labor, material, transportation, tools, supplies, plant equipment, and appurtenances necessary for the complete and satisfactory abandonment of environmental monitoring and remediation wells, as herein specified. Please note that "remediation wells" is used herein in reference to the (12) 4-inch diameter casing dual phase extraction wells and the (16) 1.5-inch diameter casing ozone injection wells.

Through the completion of the proposed activities, the Contractor must restrict his operations for the well abandonments to the daylight hours. The Contractor will not be entitled to any additional compensation for any overtime work necessary to comply with these requirements.

The City of Ukiah (City) or the City's authorized representative will oversee the work and confirm the successful abandonment of each well included in this scope of work.

13-02. Personnel and Equipment. The wells shall be abandoned using hollow-stem auger (HSA) over-drilling methods, unless as otherwise specified, and as further defined in these technical provisions. Drilling equipment shall be of good condition and be of sufficient equipment capacity to perform the work required by these Specifications. The Contractor shall furnish documentation regarding capacity of various components of the drilling equipment. Drilling equipment shall have the ability to over-drill the well casings and associated well materials (i.e., sand, grout, concrete and bentonite). Delays during the drilling operation caused by the inadequacy of the drilling equipment shall be the responsibility of the Contractor and replacement of such inadequate equipment will be required by the City. All equipment to be used for the performance of this Contract shall comply with all State and local safety regulations and shall be subject to the inspection and approval of the City and/or its representative.

The Contractor shall conform to all of the following minimum requirements:

1. Current possession of a valid California C-57 Water Well Contractor's License,
2. 5-years' experience in the abandonment of environmental wells,
3. History of work performed to the satisfaction of municipal agencies including any work performed for the City,
4. Satisfactory work performance record with the State Department of Consumer Affairs Contractor's Licensing Bureau, and
5. Current possession of valid Hazardous Waste Operations and Emergency Response Standard (Hazwoper) certifications in accordance with Occupational Safety and Health Administration (OSHA) 29 CFR.

Prior to award of Contract, the Bidder shall, if requested, submit a listing of all well abandonment drilling work performed for municipal agencies for the past 2-year period including name of agency, agency project manager, agency project manager's telephone number, and name of project. The Contractor shall employ only competent workers for the execution of this work. The Contractor shall designate one person, who shall have full decision-making authority, to be his representative on the jobsite on a daily basis. This person shall serve as Drilling Superintendent and his or her phone number shall be given to the City for emergency notification, and all such work shall be performed under the direct supervision of an experienced well driller satisfactory to the City.

13-03. Permits, Certificates, Laws, and Ordinances. The Contractor shall procure, at his own expense, all permits, certificates, and licenses required of him by law for the execution of this work. The Contractor's attention is directed to the requirement to obtain drilling permits from the County of Mendocino Department of Environmental Health. He or she shall comply with all Federal, State, and local laws and ordinances or rules and regulations relating to the performance of the work and shall file all reports as required by the State and local agencies in connection with the well drilling. Copies of all reports shall be sent to the City.

13-04. WELL ABANDONMENT

13-04.1. Monitoring Wells: The Contractor shall properly abandon the following twenty-three (23) monitoring wells: MW-2, MW-4, MW-5, MW-6, MW-7, MW-8, MW-9, MW-10, MW-11, MW-12B, MW-13B, MW-14B, MW-15, MW-16, MW-17, MW-18B, MW-19, MW-20, MW-21B, MW-22, MW-23B, MW-24, and EW-1. With the exception of monitoring well MW-11, all monitoring wells are to be abandoned by over-drilling using hollow stem augers of an appropriate diameter for each respective well. Following the removal of the well casing and all associated materials (i.e., sand, grout, concrete and bentonite), the boreholes will be backfilled from the bottom to approximately six inches below ground surface with neat cement grout using tremie pipe to prevent bridging. Well abandonment and backfilling shall be performed in accordance with all requirements of the drilling permit(s) obtained by the Contractor and issued by the County of Mendocino Department of Environmental Health. The Contractor is referred to Appendix "A" (Table B, Sheet 3) for monitoring well construction details. The Contractor is responsible for familiarizing themselves with all access requirements and selecting suitable drilling equipment for the site access constraints. Access agreements for all off-site well locations will be provided to the Contractor by the City.

The Contractor's attention is directed to additional requirements for the abandonment of monitoring wells constructed within a 8 5/8-inch diameter steel conductor casing (monitoring wells MW-12B, MW-13B, MW-14B, MW-18B, MW-21B, and MW-23B). These monitoring wells will be over-drilled through the interior of the steel conductor casing and the polyvinyl chloride well casings and well materials (i.e., sand, concrete, and bentonite) will be removed from the boreholes. Next, the uppermost five feet will be over-drilled using an auger of sufficient size to remove the outer concrete in which the steel conductor casing is set and to expose the outer portion of the steel conductor casing for subsequent cutting and removal. The steel conductor casing will then be cut with an extended torch or other suitable equipment at a depth of five feet below ground surface and this portion of the steel conductor casing removed. The removed portion of conductor casing shall become property of the Contractor and disposed of as described in Subsection 13-05. The borehole will then be abandoned by tremie backfilling with cement grout to six inches below ground surface.

Monitoring well MW-11 will be abandoned by pressure grouting due to the proximity of a high-pressure natural gas transmission line. While the Contractor will be responsible for adhering to all conditions of the drilling permits issued by the County of Mendocino Department of Environmental Health, the City understands that the drilling permit will include, at a minimum, the following conditions for pressure grouting:

1. No obstructions, debris, or other materials are allowed to be within the well casing;
2. Cement must be a 21-sack mix (ASTM Type I or Type II Portland Cement to 5-6 pounds of clean water);
3. No more than 5% bentonite gel may be added to the grout mix;
4. The 21-Sack Mix must not have any lumps; and
5. The pressure must hold a minimum of 25 pounds per square inch for five minutes at the well head, not the compressor, or after completely filling the well inner casing with cement one third of the filled volume is displaced due to the pressure.

Monitoring well boxes are to be removed at each monitoring well location which shall become property of the Contractor and disposed of as described in Subsection 13-05. All monitoring well locations shall be restored in a manner which matches surrounding conditions. For monitoring wells located within areas of asphaltic paving, well box removal shall be performed in a manner which allows for a clean asphalt edge which shall be sealed with emulsion prior to paving with a hot-applied asphalt patch.

13-04.2. Remediation Wells: The Contractor shall properly abandon the following twenty-eight (28) remediation wells: DPE-1, DPE-2, DPE-3, DPE-4, DPE-5, DPE-6, DPE-7, DPE-8, DPE-9, DPE-10, DPE-11, DPE-12, OS-1, OS-2, OS-3, OS-4, OS-5, OS-6, OS-7, OS-8, OS-9, OS-10, OS-11, OS-12, OS-13, OS-14, OS-15, and OS-16. Pneumatic groundwater remediation pumps and associated conveyance tubing shall be removed from each remediation well prior to well abandonment and placed within a secure location to be designated by the City. With the exception of remediation well DPE-9, all monitoring wells are to be abandoned by over-drilling using hollow stem augers of an appropriate diameter for each respective well. Following the removal of the well casing and all associated materials (i.e., sand, grout, concrete and bentonite), the boreholes will be backfilled from the bottom of the well to approximately 24 to 36 inches below ground surface (i.e., to the bottom of the well box) with neat cement grout using tremie pipe to prevent bridging. Well abandonment and backfilling shall be performed in accordance with all requirements of the drilling permits obtained by the Contractor and issued by the County of Mendocino Department of Environmental Health. The Contractor is referred to Appendix "A" (Table C, Sheet 3) for

remediation well construction details. The Contractor is responsible for familiarizing themselves with all access requirements and selecting suitable drilling equipment for the site access constraints. Access agreements for all off-site well locations will be provided to the Contractor by the City.

Remediation well DPE-9 will be abandoned by pressure grouting due its location underneath a vehicle lift. While the Contractor will be responsible for adhering to all conditions of drilling permits issued by the County of Mendocino Department of Environmental Health, the City understands that the drilling permit will include, at a minimum, the following conditions for pressure grouting:

1. No obstructions, debris, or other materials are allowed to be within the well casing;
2. Cement must be a 21-sack mix (ASTM Type I or Type II Portland Cement to 5-6 pounds of clean water);
3. No more than 5% bentonite gel may be added to the grout mix;
4. The 21-Sack Mix must not have any lumps; and
5. The pressure must hold a minimum of 25 pounds per square inch for five minutes at the well head, not the compressor, or after completely filling the well inner casing with cement one third of the filled volume is displaced due to the pressure.

With the exception of DPE-9, remediation well boxes are to be removed at each remediation well location and will become property of the Contractor to be disposed of as described in Subsection 13-05. The well box at remediation well DPE-9, which is located beneath a vehicle lift, will not be removed and the lid re-installed following abandonment of this well by pressure grouting. Remediation wells are contained within 24-inch square steel well boxes (4-inch polyvinyl chloride diameter casing dual phase extraction wells) and 18-inch circular steel well boxes (1.5-inch polyvinyl chloride diameter casing ozone sparge wells). Steel well boxes and associated concrete collars shall be removed at all remediation well locations and legally disposed of by the Contractor. Prior to backfilling the former well box locations, all conduit piping shall be cut and capped. For remediation wells located within areas of asphaltic paving, the former well box locations shall be backfilled with controlled density fill (CDF) to four inches below finished grade or to an elevation coincident with the bottom surface of the surrounding pavement. For remediation wells located within areas of asphaltic and/or concrete paving, the Contractor shall saw cut the asphalt and/or concrete to a neat, straight line prior to repaving. For remediation wells located within unpaved areas, the former well box locations shall be backfilled with Class II aggregate base. All remediation well locations shall be restored to match existing conditions.

Asphalt concrete for pavement replacement shall be a minimum of 4-inches thick and conform to the requirements for Type A, 1/2 inch maximum, medium grading. Asphalt binder shall be steam-refined paving asphalt Grade PG 64-16 conforming to the provisions of Section 92 of the Standard Specifications. Aggregate shall meet the full requirements of Section 39-2.02 of the Standard Specifications for Type A (1/2-inch maximum medium grading). The amount of asphalt binder to be mixed with aggregate shall be such that the air void content of the resulting asphalt concrete shall be not less than 3% nor more than 5%. Stabilometer value as determined by California Test Method No. 304 shall be 38 minimum.

The asphalt concrete shall be compacted in accordance with Section 39-5.02 of the Standard Specifications. The temperature of the asphalt concrete when placed and ready for compaction should not be less than 250-degrees Fahrenheit and all breakdown compaction should be completed before the temperature drops to 95-degrees Fahrenheit. The atmospheric temperature should be at least 50-degrees Fahrenheit to place asphalt concrete. Placement of asphalt concrete materials should not commence during fog, rain, or other unsuitable conditions as determined by the Engineer. Immediately after placement, protect pavement from mechanical injury for 3 days or until surface temperature is less than 140 degrees F (60 degrees C).

13-04.3. Measurement and Payment:

Payment – Site Preparation, Mobilization and Demobilization: Site preparation and equipment mobilization and demobilization will be paid for at a lump sum price, which price shall include full compensation for furnishing all labor, materials, tools, equipment, and other incidental items necessary for doing all the work involved.

Payment – Agency Fees, Including Permits and Inspections: All agency fees, including permit and inspection fees, will be paid for at a lump sum price. The Contractor's attention is directed to the fact that the monitoring and remediation wells are located on multiple parcels under various ownership. Signed access agreements will be provided to the Contractor by the City to facilitate the permitting of off-site well locations.

Measurement – Monitoring Well Abandonment: Quantity for monitoring well abandonment activities will be determined from the actual vertical feet of monitoring well abandonment.

Payment – Monitoring Well Abandonment: Monitoring well abandonment will be paid for at the contract unit price per vertical foot performed, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete this item as described in 13-04.1 and as shown on the Plans or as directed by the Engineer.

Measurement – Remediation Well Abandonment: Quantity for remediation well abandonment activities will be determined from the actual vertical feet of remediation well abandonment.

Payment – Remediation Well Abandonment: Remediation well abandonment will be paid for at the contract unit price per vertical foot performed, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete this item as described in 13-04.2 and as shown on the Plans or as directed by the Engineer.

Measurement – Cement Grout Well Backfill: Quantity for cement grout backfill will be determined from the actual vertical feet of monitoring and remediation well abandonment.

Payment – Cement Grout Well Backfill: Cement grout backfilling of the associated boreholes will be paid for at the contract unit price per vertical foot performed, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete this item as shown on the Plans or as directed by the Engineer.

Measurement – Restore Former Monitoring Well Locations to Match Existing Conditions: Quantity for site restoration at former monitoring well locations will be determined based on the actual number of monitoring wells abandoned.

Payment – Restore Former Monitoring Well Locations to Match Existing Conditions: Site restoration at former monitoring well locations will be paid for at the contract unit price per each monitoring well location restored, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete this item as shown on the Plans or as directed by the Engineer.

Measurement – Sawcut Existing Asphalt Paving and/or Concrete at Existing Remediation Well Boxes: Saw cutting for well box removal will be measured by the linear foot performed as measured along the surface.

Payment – Sawcut Existing Asphalt Paving and/or Concrete at Existing Remediation Well Boxes: Saw cutting for removal of well box will be paid for at the contract unit price per linear foot performed, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete this item as shown on the Plans or as directed by the Engineer.

Measurement – Remove, Haul, and Dispose of Remediation Well Box, Remove Concrete Collar, and Cut & Cap Conduit: Quantity for the removal and disposal of well box will be measured by each well box removed and disposed.

Payment – Remove, Haul, and Dispose of Remediation Well Box, Remove Concrete Collar, and Cut & Cap Conduit: Well box removal and disposal will be paid for at the contract unit price per each well box removed and disposed of, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete this item as shown on the Plans or as directed by the Engineer.

Measurement – Backfill Remediation Well Boxes With CDF to 4" Minus: Quantity for the backfilling of each well box location with CDF will be measured by the cubic yard.

Payment – Backfill Remediation Well Boxes With CDF to 4" Minus: Backfilling will be paid for at the contract unit price per cubic yard, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete this item as shown on the Plans or as directed by the Engineer.

Measurement – Replace Asphalt Concrete at Remediation Well Box Locations: Quantity for the repaving of each well box location with asphalt concrete will be measured by the square foot.

Payment – Replace Asphalt Concrete at Remediation Well Box Locations: Repaving will be paid for at the contract unit price per square foot, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary, and doing all the work involved in the repaving.

Measurement – Backfill Remediation Well Boxes with Class II Aggregate Base to Final Grade: Quantity for the backfilling of each well box location with Class II Aggregate Base will be measured by the cubic yard.

Payment – Backfill Remediation Well Boxes with Class II Aggregate Base to Final Grade: Backfilling will be paid for at the contract unit price per cubic yard, which price shall include full compensation for furnishing all labor, materials, equipment, tools, and incidentals necessary to complete this item as shown on the Plans or as directed by the Engineer.

13-05. Disposal of Soil Cuttings, Decontamination Water, and Construction Debris. The Contractor is responsible for disposing of all construction debris generated including, but not limited to, concrete, asphalt, well boxes, and PVC well casings. Drilling cuttings which are generated during the well abandonments will be contained in steel soil bins. Soil bins will be provided by the City and arrangements for the location(s) of soil bins will be confirmed at a pre-construction meeting but will be located within the City of Ukiah Corporation Yard property. Any equipment necessary to transport drilling cuttings and fill soil bins, will be the responsibility of the Contractor. Any decontamination water and/or groundwater produced during the well abandonment activities will be stored in DOT 17H 55-gallon steel drums to be provided by the Contractor. Contractor is responsible for furnishing all drums necessary to contain decontamination water and/or groundwater generated during well abandonment. The cost for furnishing drums shall be included as part of monitoring and remediation well abandonment. All soil and decontamination water will be disposed of by the City to an approved disposal facility.

13-06. Environmental Control. All necessary precautions to control the discharge of soil sediments to storm drains or other drainage features shall be implemented.

13-07. Cleanup. Following completion of work, Contractor shall remove from jobsite all excess materials, tools, and equipment, and shall legally dispose of all debris resulting from the work.

13-08. Payment. Where estimated quantities of specific items of the work are listed in the bid proposal, the City will measure the actual quantity of such items and will pay an amount equal to the measured quantity multiplied by the unit price bid. Items bid as a lump sum will not be measured. Payment for items bid on a lump sum basis will be in proportion to the completion of that item and its incorporation into the work, not to exceed the total lump sum bid for that item.

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 37)**
 - Filled out completely per instruction
- **Worker's Compensation Certificate (Page 38)**
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment (Page 39)**
 - Filled out completely per instruction
- **List of Proposed Subcontractors (Page 40)**
 - Filled out completely per instruction
- **Statement of Experience (Page 41)**
- **Signature of Bidder (Page 42)**
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond (Page 43)**
 - Filled out completely per instruction
- **Non-Collusion Affidavit (Page 44)**
 - Filled out completely per instruction
 - Notarized
- **Addenda Issued**
 - 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.

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
Environmental Well Abandonment**

Specification No. 24-08

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 #:

24-08

PROJECT NAME:

Environmental Well Abandonment

Line #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Site Preparation, Mobilization and Demobilization	Lump Sum	1	\$ _____	\$ _____
2	Agency Fees, Including Permits and Inspection	Lump Sum	1	\$ _____	\$ _____
3	Monitoring Well Abandonment	Vertical Feet	620	\$ _____	\$ _____
4	Remediation Well Abandonment	Vertical Feet	612	\$ _____	\$ _____
5	Cement Grout Well Backfill	Vertical Feet	1,232	\$ _____	\$ _____
6	Restore Former Monitoring Well Locations to Match Existing Conditions	Each	23	\$ _____	\$ _____
7	Sawcut Existing Asphalt Paving and/or Concrete at Existing Remediation Well Boxes	Linear Feet	350	\$ _____	\$ _____
8	Remove, Haul, and Dispose of Remediation Well Box, Remove Concrete Collar, and Cut & Cap Conduit	Each	28	\$ _____	\$ _____
9	Backfill Remediation Well Boxes with CDF to 4" Minus	Cubic Yards	7	\$ _____	\$ _____
10	Replace Asphalt Concrete at Remediation Well Box Locations	Square Feet	360	\$ _____	\$ _____
11	Backfill Remediation Well Boxes with Class II Aggregate Base to Final Grade	Cubic Yards	2.5	\$ _____	\$ _____
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 _____, 2025.

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.

Environmental Well Abandonment

(Signature of Bidder)

Business Mailing Address:

Business Location:

(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for Worker's Compensation or undertake self-insurance in accordance with the provisions of that code and I will comply with such provisions before commencing the performance of the work of this contract.

Witness my hand this _____ day of _____, 20____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

The bidder represents that he or she has/has not, participated in a previous contract or subcontract subject to either the equal opportunity clause herein or the clause contained in Section 301 of Executive Order 10925; that he or she has/has not, filed all required compliance reports; and that representations indicating submission of required compliance prior to subcontract awards.

Signature and address of Bidder:

_____ Date _____

(This certification shall be executed by the bidder in accordance with Section 60-1.6 of the Regulations of the President's Committee on Equal Employment Opportunity for implementing Executive Orders 10925 and 11114.)

LIST OF PROPOSED SUBCONTRACTORS

In compliance with the provisions of Sections 4100-4108 of the California Public Contract Code and any amendments thereof, each bidder shall set forth (a) the name and location of the place of business of each subcontractor who will perform work or labor or render service in or about the construction site or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications in an amount in excess of one-half of 1 percent of the total bid and (b) the California Contractor License Number for each subcontractor, and (c) the portion of the work to be done by each subcontractor. (See General Conditions Section 1-09.) Include with the name of each subcontractor their Department of Industrial Relations Public Works Contractor Registration Number.

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK

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

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

SIGNATURE(S) OF BIDDER

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

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

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

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

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

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

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on October 1, 2017 for Environmental Well Abandonment

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 Environmental Well Abandonment 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

Environmental Well Abandonment

Specification No. 24-08

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 PRESENTS:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

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

(Corporate Seal)

Contractor/Principal

By _____

Title _____

(Corporate Seal)

Surety

By _____

Attorney-in-Fact

(Attach Attorney-in Fact Certificate)

Title _____

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

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

THIS IS A REQUIRED FORM.

Any claims under this bond may be addressed to:

(Name and Address of Surety)

(Name and Address of Agent or

Representative for service of process in

California, if different from above)

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

CITY OF UKIAH
Mendocino County, California

PAYMENT BOND

BOND No. _____

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

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

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

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

Attn: _____

Address: _____

City/State/Zip: _____

Phone: _____

Fax: _____

Email: _____

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

Contractor/Principal (SEAL)

By _____
Contractor's Representative

Contractor/Principal's Address

City, State, Zip

Surety (SEAL)

By _____
Surety's Representative

Surety's Address

City, State, Zip

Telephone Number

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

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

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

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

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

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

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

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

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

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

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

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)
Surety



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 agents, representatives, employees or subcontractors.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. 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. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

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

B. **The workers' compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City. NOTE: You cannot be added as an additional insured on a workers' compensation policy.

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

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

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

V. **RATING - Acceptability of Insurers**

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

VI. **Verification of Coverage**

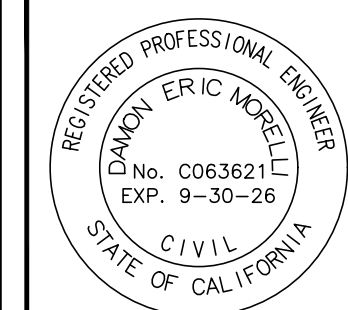
Contractor shall furnish the City with original certificates and amendatory endorsements affecting coverage required by this clause. The endorsements should be on **forms provided by the City**. If endorsements are on forms other than the City's forms, those endorsements or policies must provide coverage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

VII. **Subcontractors**

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

If you have questions regarding our insurance requirements contact:

**Risk Manager
(707) 463-6287 FAX (707) 463-6204**



ABANDONMENT OF ENVIRONMENTAL MONITORING & REMEDIATION WELLS

SITE MAP

1320 AIRPORT ROAD
UKIAH CALIFORNIA

Submittal / Revision:

1	
2	
3	
4	
5	
6	
7	

Job No: 23-357
 Drawn By: DC
 Revised By: DC
 Checked By: DM, M
 Date: SEPTEMBER 3 202

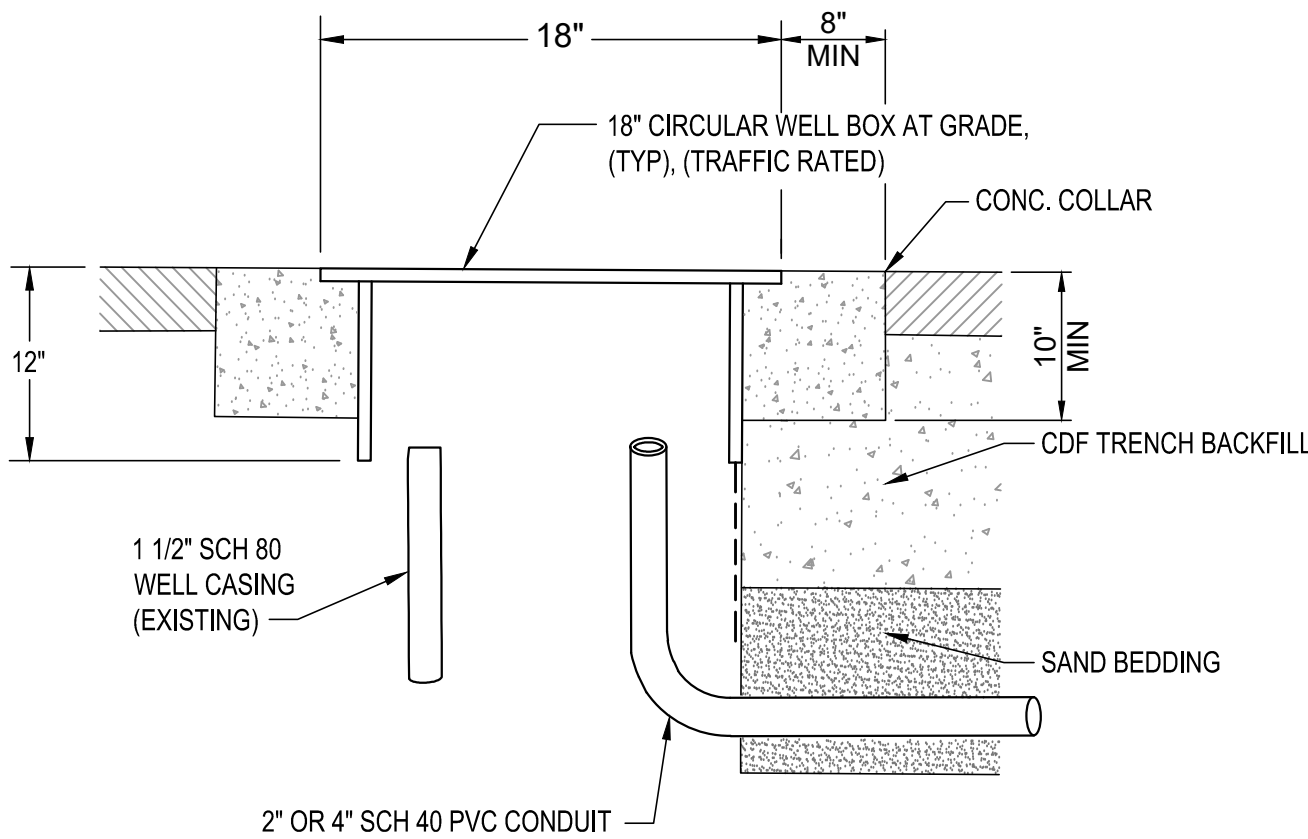
Sheet Number

2

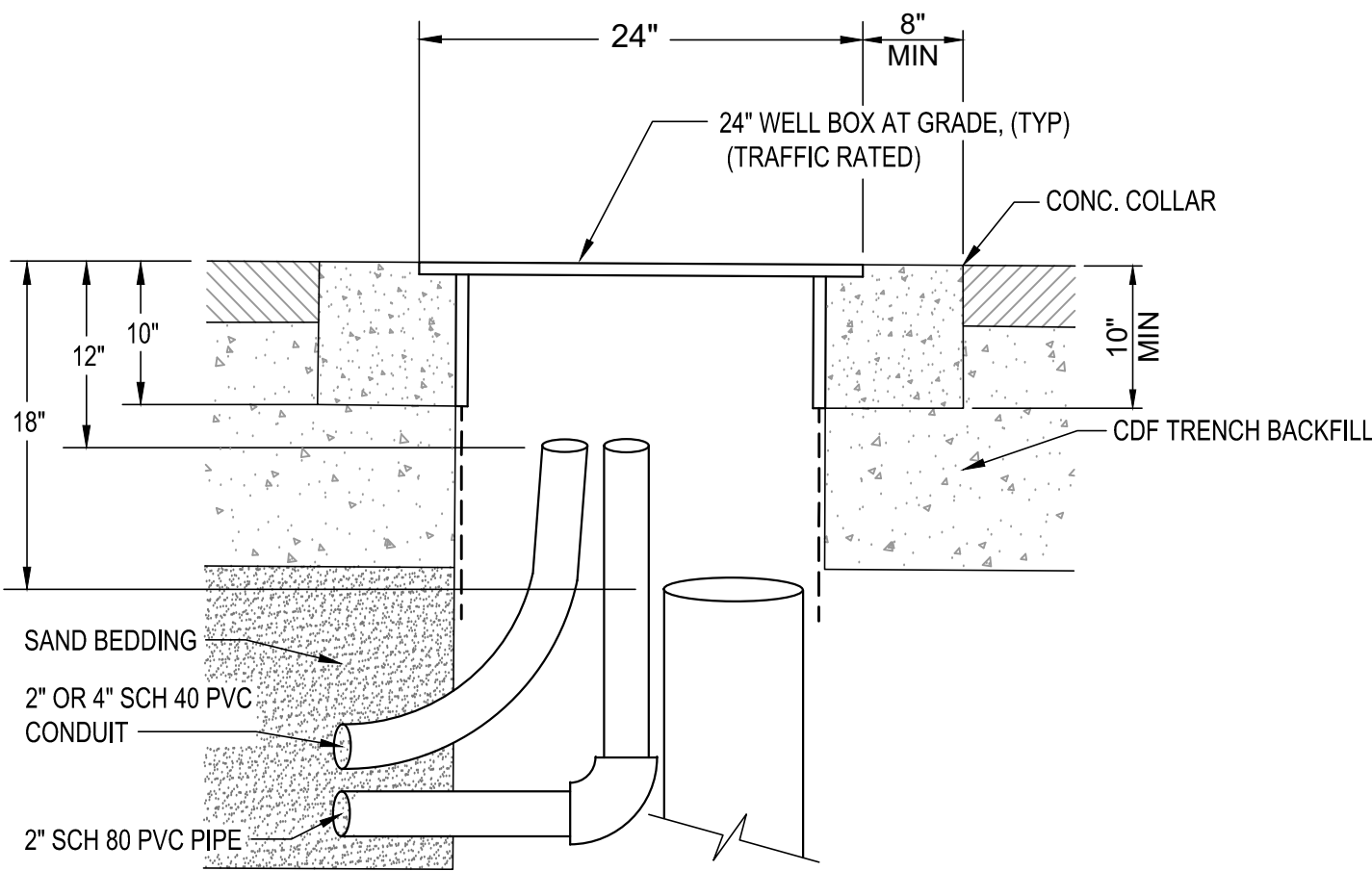
2 of 3



TABLE A: ENGINEER'S ESTIMATE OF QUANTITIES			
Item No.	Description	Quantity	Unit of Measure
1	Site Preparation, Mobilization, and Demobilization	1	Lump Sum
2	Agency Fees, Including Permits and Inspection	1	Lump Sum
3	Monitoring Well Abandonment	620	Vertical Feet
4	Remediation Well Abandonment	612	Vertical feet
5	Cement Grout Well Backfill	1,232	Vertical Feet
6	Restore Former Monitoring Well Locations to Match Existing Conditions	23	Each
7	Saw Cut Existing Asphalt Paving and/or Concrete at Existing Remediation Well Boxes	350	Linear Feet
8	Remove, Haul, and Dispose of Remediation Well Box, Remove Concrete Collar, and Cut & Cap Conduit	28	Each
9	Backfill Remediation Well Boxes with CDF to 4" Minus	7	Cubic Yards
10	Replace Asphalt Concrete at Remediation Well Boxes	360	Square Feet
11	Backfill Remediation Well Boxes with Class II Aggregate Base to Final Grade	2.5	Cubic Yards



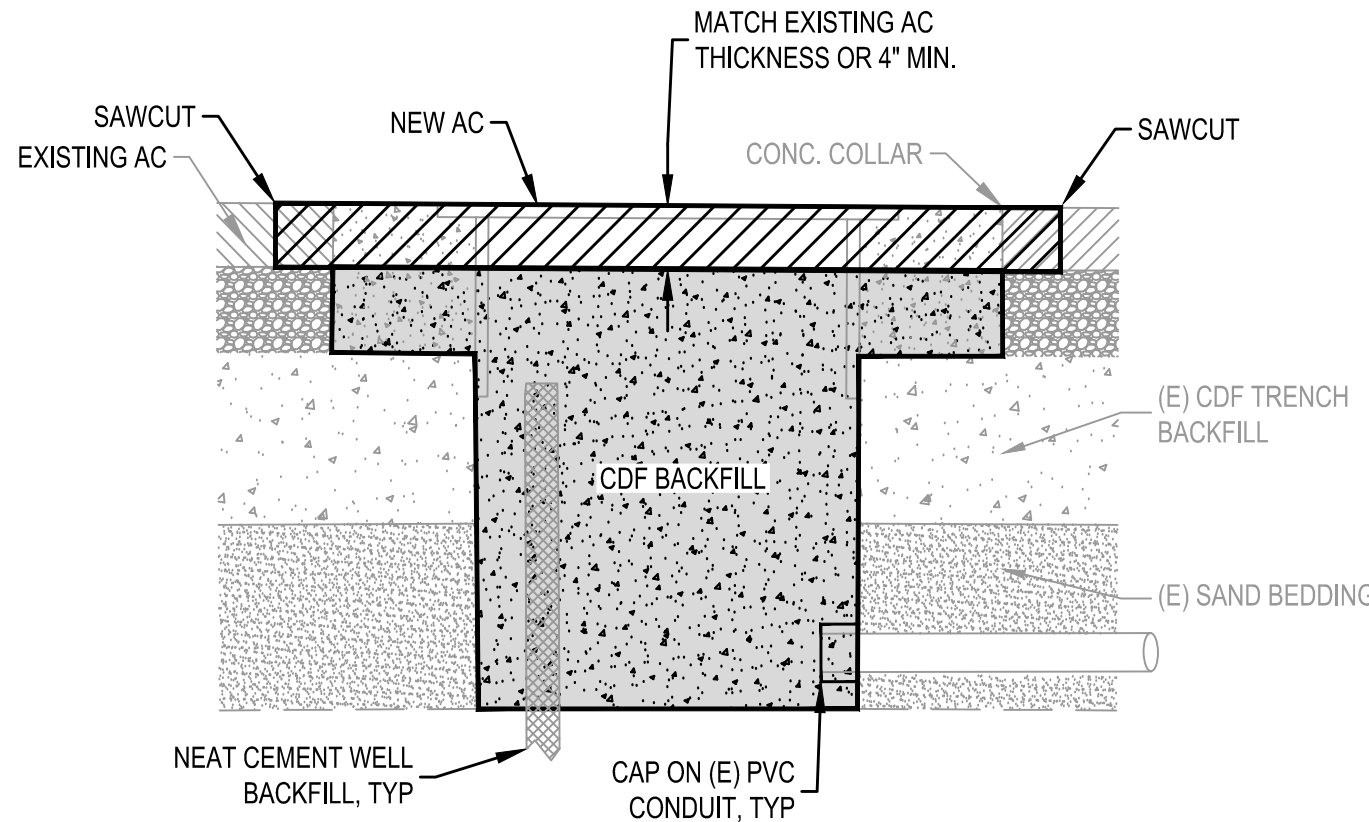
A OZONE SPARGE WELL DETAIL (TYP)
NOT TO SCALE Existing Conditions



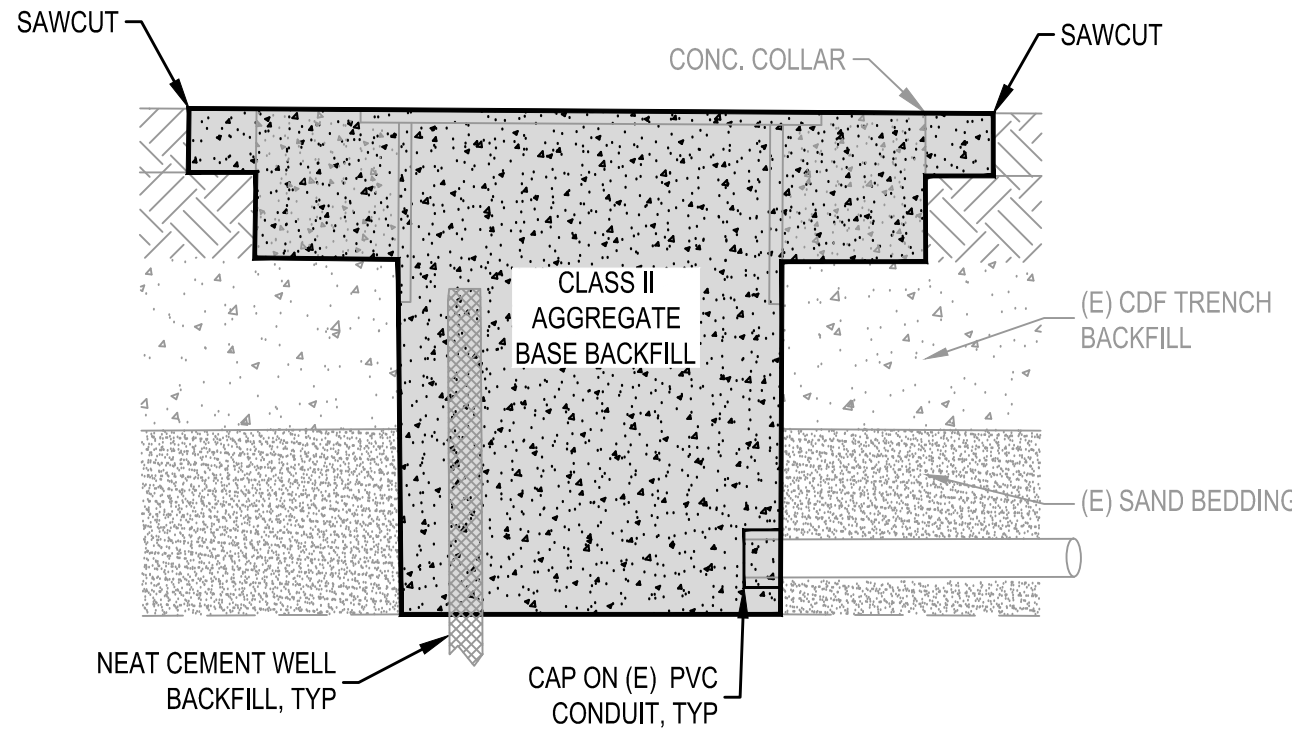
B DUAL PHASE EXTRACTION WELL DETAIL (TYP)
NOT TO SCALE Existing Conditions

TABLE B: GROUNDWATER MONITORING WELL DETAIL			
Well	Depth (Feet)	Casing Diameter (Inches)	Borehole Diameter (Inches)
MW-2	20	2	8
MW-4	20	2	8
MW-5	20	2	8
MW-6	20	2	8
MW-7	20	2	8
MW-8	20	2	8
MW-9	20	2	8
MW-10	20	2	8
MW-11	23	2	8
MW-12B	35	2	8
MW-13B	46	2	8
MW-14B	46	2	8
MW-15	25	2	8
MW-16	25	2	8
MW-17	25	2	8
MW-18B	40	2	8
MW-19	25	2	8
MW-20	25	2	8
MW-21B	37	2	8
MW-22	28	2	8
MW-23	35	2	8
MW-24	22	2	8
EW-1	23	4	10

TABLE C: REMEDIATION WELL DETAIL			
Well	Depth (Feet)	Casing Diameter (Inches)	Borehole Diameter (Inches)
DPE-1	25	4	10
DPE-2	22	4	10
DPE-3	26	4	10
DPE-4	23	4	10
DPE-5	25	4	10
DPE-6	25	4	10
DPE-7	25	4	10
DPE-8	25	4	10
DPE-9	25	4	10
DPE-10	25	4	10
DPE-11	25	4	10
DPE-12	25	4	10
OS-1	24	1.5	8
OS-2	20	1.5	8
OS-3	20	1.5	8
OS-4	20	1.5	8
OS-5	18	1.5	8
OS-6	25	1.5	8
OS-7	19	1.5	8
OS-8	18	1.5	8
OS-9	18	1.5	8
OS-10	24	1.5	8
OS-11	18	1.5	8
OS-12	18	1.5	8
OS-13	18	1.5	8
OS-14	20	1.5	8
OS-15	18	1.5	8
OS-16	18	1.5	8



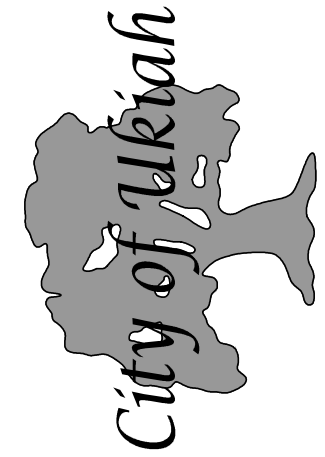
C OZONE SPARGE & DUAL PHASE EXTRACTION WELL BACKFILL DETAIL (PAVED AREAS)
NOT TO SCALE



D OZONE SPARGE & DUAL PHASE EXTRACTION WELL BACKFILL DETAIL (NON-PAVED AREAS)
NOT TO SCALE



825 Sonoma Avenue
Suite C
Santa Rosa Ca 95404
Tel: (707) 544-0784
Fax: (707) 544-0866
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ABANDONMENT OF ENVIRONMENTAL MONITORING & REMEDIATION WELLS
DETAILS
1320 AIRPORT ROAD
UKIAH, CALIFORNIA

Submittal / Revision:	
△	
△	
△	
△	
△	
△	
△	

Job No: 23-3574
Drawn By: DCF
Revised By: DCF
Checked By: DM, MK
Date: SEPTEMBER 3, 2024

Sheet Number
3
3 of 3

BID RESULTS - SPEC 24-08 ABANDONMENT OF ENVIRONMENTAL MONITORING AND REMEDIATION WELLS							
BID OPENING: 2 PM, JUNE 24, 2025							
				YELLOW JACKET DRILLING RANCHO CUCAMONGA, CA		GREGG DRILLING, LLC BENICIA, CA	
Item #	Description	UOM	QTY	Unit Price	Item Total	Unit Price	Item Total
1	Site Preparation, Mobilization and Demobilization	LS	1	\$25,000.00	\$25,000.00	\$32,000.00	\$32,000.00
2	Agency Fees, Including Permits and Inspection	LS	1	\$15,000.00	\$15,000.00	\$8,835.00	\$8,835.00
3	Monitoring Well Abandonment	VF	620	\$75.00	\$46,500.00	\$175.00	\$108,500.00
4	Remediation Well Abandonment	VF	612	\$75.00	\$45,900.00	\$225.00	\$137,700.00
5	Cement Grout Well Backfill	VF	1232	\$50.00	\$61,600.00	\$14.00	\$17,248.00
6	Restore Former Monitoring Well Locations to Match Existing Conditions	EA	23	\$750.00	\$17,250.00	\$65.00	\$1,495.00
7	Sawcut Existing Asphalt Paving and/or Concrete at Existing Remediation Well Boxes	LF	350	\$20.00	\$7,000.00	\$135.00	\$47,250.00
8	Remove, Haul, and Dispose of Remediation Well Box; Remove Concrete Collar; and Cut & Cap Conduit	EA	28	\$200.00	\$5,600.00	\$175.00	\$4,900.00
9	Backfill Remediation Well Boxes with CDF to 4" Minus	CY	7	\$350.00	\$2,450.00	\$300.00	\$2,100.00
10	Replace Asphalt Concrete at Remediation Well Box Locations	SF	360	\$80.00	\$28,800.00	\$325.00	\$117,000.00
11	Backfill Remediation Well Boxes with Class II Aggregate Base to Final Grade	CY	2.5	\$30.00	\$75.00	\$150.00	\$375.00
		TOTAL BID:		\$255,175.00		\$477,403.00	
				Sub:	Work:	Sub:	Work:
				Nor Cal Recycled Rock & Aggregates	Furnished CDF for Well Boxes	Confluence Technical Services, Inc	Saw Cutting, Asphalt Patching
				T&T Paving Inc DBA: Valley Paving	Asphalt Paving		



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Approving Records Destruction for the Police Department.

DEPARTMENT: City Clerk

PREPARED BY: Araceli Sandoval, Deputy City Clerk

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Proposed Resolution

Summary: The Police Department, along with the City Attorney's Office and Police Communications/Records Manager, have reviewed records that have been identified as being ready for destruction. Council is being asked to approve their destruction.

Background: City of Ukiah's Records Retention Guidelines was constructed based on the State of California's recommended retention schedule and various government regulations, as well as recommendations from City departments. The Police Department, along with the City Attorney's Office and Police Communications/Records Manager, have reviewed the Transfer Notice for 13 boxes that are due for destruction per the Guidelines, and have approved them for shredding.

Discussion: The estimated cost for shredding the 13 boxes is \$104. The City Clerk budget includes funds for annual records destruction and no budget amendment is necessary at this time.

Staff recommends that Council adopt the resolution (Attachment 1), authorizing the destruction of 13 boxes of outdated documents, attached to the resolution as Exhibit A.

Recommended Action: Adopt resolution authorizing the destruction of outdated documents for the Police Department.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$2,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 20012500.52100 - City Clerk Contracted Services

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Marla Swan, Communications/Records Manager; Darcy Vaughn, Assistant City Attorney

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2025-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE DESTRUCTION OF CERTAIN RECORDS

WHEREAS, the Police department, along with the City Attorney's Office and the Police Communications/Records Manager have reviewed and approved the list of records that are attached as Exhibit A, and determined that said records are no longer necessary and may at this time be destroyed.

NOW, THEREFORE, BE IT RESOLVED that the Ukiah City Council hereby approves the destruction of certain records, contained in Exhibit A of this Resolution, and authorizes the City Clerk to destroy the records.

PASSED AND ADOPTED this 2nd day of July, 2025, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk

EXHIBIT A
POLICE RECORDS READY FOR DESTRUCTION

LOC.	BOX#	RECORD TITLE	REPORT NUMBER	RECORDS DATE	RETAIN UNTIL	DEPARTMENT
UPD	1	Police Report	16-001	Jan-16	Jan-24	Police
UPD	1	Police Report	16-002	Jan-16	Jan-24	Police
UPD	1	Police Report	16-003	Jan-16	Jan-24	Police
UPD	1	Police Report	16-004	Jan-16	Jan-24	Police
UPD	1	Police Report	16-005	Jan-16	Jan-24	Police
UPD	1	Police Report	16-006	Jan-16	Jan-24	Police
UPD	1	Police Report	16-009	Jan-16	Jan-24	Police
UPD	1	Police Report	16-010	Jan-16	Jan-24	Police
UPD	1	Police Report	16-011	Jan-16	Jan-24	Police
UPD	1	Police Report	16-013	Jan-16	Jan-24	Police
UPD	1	Police Report	16-014	Jan-16	Jan-24	Police
UPD	1	Police Report	16-015	Jan-16	Jan-24	Police
UPD	1	Police Report	16-016	Jan-16	Jan-24	Police
UPD	1	Police Report	16-017	Jan-16	Jan-24	Police
UPD	1	Police Report	16-018	Jan-16	Jan-24	Police
UPD	1	Police Report	16-019	Jan-16	Jan-24	Police
UPD	1	Police Report	16-022	Jan-16	Jan-24	Police
UPD	1	Police Report	16-024	Jan-16	Jan-24	Police
UPD	1	Police Report	16-025	Jan-16	Jan-24	Police
UPD	1	Police Report	16-026	Jan-16	Jan-24	Police
UPD	1	Police Report	16-027	Jan-16	Jan-24	Police
UPD	1	Police Report	16-031	Jan-16	Jan-24	Police
UPD	1	Police Report	16-032	Jan-16	Jan-24	Police
UPD	1	Police Report	16-033	Jan-16	Jan-24	Police
UPD	1	Police Report	16-034	Jan-16	Jan-24	Police
UPD	1	Police Report	16-035	Jan-16	Jan-24	Police
UPD	1	Police Report	16-036	Jan-16	Jan-24	Police
UPD	1	Police Report	16-037	Jan-16	Jan-24	Police
UPD	1	Police Report	16-039	Jan-16	Jan-24	Police
UPD	1	Police Report	16-041	Jan-16	Jan-24	Police
UPD	1	Police Report	16-042	Jan-16	Jan-24	Police
UPD	1	Police Report	16-043	Jan-16	Jan-24	Police
UPD	1	Police Report	16-044	Jan-16	Jan-24	Police
UPD	1	Police Report	16-045	Jan-16	Jan-24	Police
UPD	1	Police Report	16-046	Jan-16	Jan-24	Police
UPD	1	Police Report	16-047	Jan-16	Jan-24	Police
UPD	1	Police Report	16-049	Jan-16	Jan-24	Police
UPD	1	Police Report	16-050	Jan-16	Jan-24	Police
UPD	1	Police Report	16-051	Jan-16	Jan-24	Police
UPD	1	Police Report	16-053	Jan-16	Jan-24	Police
UPD	1	Police Report	16-054	Jan-16	Jan-24	Police
UPD	1	Police Report	16-055	Jan-16	Jan-24	Police
UPD	1	Police Report	16-056	Jan-16	Jan-24	Police
UPD	1	Police Report	16-057	Jan-16	Jan-24	Police
UPD	1	Police Report	16-058	Jan-16	Jan-24	Police
UPD	1	Police Report	16-059	Jan-16	Jan-24	Police
UPD	1	Police Report	16-060	Jan-16	Jan-24	Police
UPD	1	Police Report	16-061	Jan-16	Jan-24	Police
UPD	1	Police Report	16-063	Jan-16	Jan-24	Police
UPD	1	Police Report	16-064	Jan-16	Jan-24	Police
UPD	1	Police Report	16-065	Jan-16	Jan-24	Police
UPD	1	Police Report	16-066	Jan-16	Jan-24	Police
UPD	1	Police Report	16-067	Jan-16	Jan-24	Police
UPD	1	Police Report	16-068	Jan-16	Jan-24	Police

[illegible]

UPD	13	Police Report	16-3694	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3695	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3696	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3697	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3698	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3699	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3700	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3701	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3702	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3703	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3704	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3705	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3706	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3707	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3708	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3709	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3710	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3711	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3712	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3713	Dec-15	Dec-23	Police
UPD	13	Police Report	16-3714	Dec-15	Dec-23	Police



AGENDA SUMMARY REPORT

SUBJECT: Receive Annual Report of Boards and Commission Term Expirations and Vacancies.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk, Craig Schlatter,
Community Development Director

PRESENTER: Kristine Lawler, City Clerk

ATTACHMENTS:

1. Resolution 2014-48
2. Letter from State
3. Board and Commission Terms and Vacancies - rev 6-25-25

Summary: The City Council will receive an annual report on the term expirations and vacancies on the City Boards and Commissions.

Background: Per resolution 2014-48 (Attachment 1), an annual notice of Boards and Commission vacancies was published in the Ukiah Daily Journal on July 1, 2025. Vacancy Announcements have also been posted on the City's website, in the glass display case in front of the Civic Center, and at the local library throughout the year.

Discussion: Most active positions on the Boards and Commissions are currently filled, with the following vacant seats still available:

Airport Commission - One City or County Resident position. This position has been noticed since May 15, 2025, with no application having been received.

Building Code Board of Appeals – Six positions available (3 Members; 3 Alternates). This is a state-mandated board that has not met in over 12 years.

Demolition Permit Review Committee – One seat for a City of Ukiah resident with expertise in architecture, building, or closely related field is vacant and has been noticed since 5/3/19, with no application having been received. This committee meets very infrequently.

Diversity and Equity Standing Committee – Four seats are currently vacant: 1) one seat for "persons of color" has been noticed since 12/2/24, with no application having been received; 2) one seat for "youth 21 years and younger" has been noticed since 12/2/24, with no application having been received; 3) one seat for "persons from the Hispanic/Latino community" has been noticed since 6/24/25, with no application having been received; 4) one seat for "persons whose primary language is not English" has been noticed since 6/26/23, with no application having been received.

Public Spaces Commission – One At-large City or County Resident position, which has been noticed since 2/25/25 with no application having been received. This commission meets on a regular basis.

Planning Commission– Two seats are currently vacant: one unexpired term for Thao Phi that expires on 2/1/27, which has been noticed since 10/21/24, with no qualifying application having been received; and one

expired term, which has been noticed since 7/27/23, with the position having been briefly filled in April 2024.

The Planning Commission has been operating with only a quorum for over six months. This has caused challenges to how the Commission conducts business, including the requirement of unanimous consent for the making of certain decisions and the cancellation of meetings due to unexpected absences by individual Commissioners. An additional concern is that if an item related to the City's ADU regulations (see letter from State - Attachment 2) is unable to be heard, the City's ProHousing Designation can be put at risk, affecting the City's eligibility for funding.

Staff encourages Councilmembers to actively seek community members who could serve on the Planning Commission to fill the two vacant seats.

Attachment 3 is a full list of the current Boards and Commissions, showing terms, expirations, and vacancies; along with descriptions of the various Boards and Commissions. This list is updated regularly and posted online (<https://cityofukiah.com/boards-commissions-committees>), in the glass cabinet in front of the Civic Center, and at the county library. Positions being sought by incumbents are also available to any public members who meet the qualifications and wish to apply. Details and applications are available from the City Clerk's office (707-463-6282; cityclerk@cityofukiah.com).

Staff is recommending that Council receive the report. Furthermore, Staff is currently reviewing potential alternatives and strategies to streamline and update commission activities and responsibilities, and will return with agenda items in the future to discuss and seek direction on these efforts.

Recommended Action: Receive the report and direct Staff to draft an ordinance appointing two members of the City Council as Alternates to the Planning Commission.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

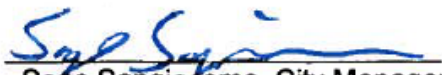
PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Darcy Vaughn, Assistant City Attorney; Craig Schlatter, Community Development Director; Sage Sangiacomo, City Manager

STRATEGIC PLAN (SP): SP 3C - Instill diversity, equity, and inclusion as essential core elements of policymaking, accountability, and delivery of City services.

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2014-48**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING PROCEDURE FOR FILLING VACANCIES ON CITY BOARDS AND COMMISSIONS****WHEREAS,**

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

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

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

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

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

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


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT
DIVISION OF HOUSING POLICY DEVELOPMENT

651 Bannan Street, 10th Floor
 Sacramento, CA 95811
 (916) 263-2911 / FAX (916) 263-7453
www.hcd.ca.gov



April 24, 2025

Craig Schlatter, AICP, Director
 Community Development Department
 City of Ukiah
 300 Seminary Avenue
 Ukiah, CA 95842

Dear Craig Schlatter:

RE: Review of City of Ukiah's Accessory Dwelling Unit (ADU) Ordinance under State ADU Law (Gov. Code, §§ 66310 - 66342)

Thank you for submitting the City of Ukiah's (City) ADU Ordinance No. 1244 (Ordinance), adopted September 4, 2024, to the California Department of Housing and Community Development (HCD). The Ordinance was received on September 5, 2024. HCD has reviewed the Ordinance and submits these written findings pursuant to Government Code section 66326, subdivision (a). HCD finds that the Ordinance fails to comply with State ADU Laws in the manner noted below. Pursuant to Government Code section 66326, subdivision (b)(1), the City has up to 30 days to respond to these findings. Accordingly, the City must provide a written response to these findings no later than May 24, 2025.

The Ordinance addresses many statutory requirements; however, HCD finds that the Ordinance does not comply with State ADU Law as follows:

1. *Senate Bill (SB) 1211 (Chapter 296, § 3, Statutes of 2024)* – As of January 1, 2025, the Legislature changed Government Code section 66323. Subdivision (a)(4)(A)(ii) and (iii), now allows for the following:
 - (ii) On a lot with an existing multifamily dwelling, not more than eight detached accessory dwelling units. However, the number of accessory dwelling units allowable pursuant to this clause shall not exceed the number of existing units on the lot.
 - (iii) On a lot with a proposed multifamily dwelling, not more than two detached accessory dwelling units.

The Ordinance does not currently list any of this information. The City must add new language reflecting these allowable uses.

2. *Assembly Bill (AB) 2533 (Chapter 834, Statutes of 2024)* - As of January 1, 2025, there are changes to Government Code section 66332. Subdivisions (a) and (b) were changed and subdivisions (d) – (f) were added. Changes include permitting

previously unpermitted ADUs, adding the same protections for JADUs, and setting additional requirements for local agencies. The City should review these new requirements and adjust the Ordinance to comply with State ADU Law.

3. *Statutory Numbering* - The Ordinance contains several references to code sections that were deleted by SB 477, effective March 25, 2024. These include Government Code sections 65852.2, 65852.22 and 65852.26. The contents of these sections were relocated to Government Code, Title 7, Division 1, Chapter 13 (sections 66310-66342, see Enclosure). The City must amend the Ordinance to refer to the correct Government Code sections.
4. Section 9056.1 (E) – *Conversion ADUs* – The Ordinance states, “Accessory dwelling units may be attached to existing single-family or multiple-family residences or detached as separate structures.” However, Government Code section 66314, subdivision (d)(3) states, “The accessory dwelling unit is either attached to, **or located within**, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or **an accessory structure** or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary dwelling, including detached garages” (emphasis added). The Ordinance does not mention the option of a conversion ADU, and that an ADU can be attached to an accessory structure. Therefore, the City must amend the Ordinance to clarify that an ADU may be formed by conversion or addition to an existing accessory structure.
5. Section 9056.2 (A) – *Review Process* - The Ordinance states, “Applications for a building permit for an ADU shall be deemed approved if the local agency has not **acted on** the completed application within 60 days” (emphasis added). However, State ADU Law requires: “The permitting agency shall either approve or deny the application to create or serve an accessory dwelling unit or a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application if there is an existing single-family or multifamily dwelling on the lot.”¹ The Ordinance uses the words “acted on”, but State ADU Law requires the City to “approve or deny” the application. Therefore, City must amend the Ordinance to replace “acted on” with “approve or deny”.
6. Section 9056.2 (B)(a) – *Conversions of Accessory Structures* – The Ordinance states, “An ADU may be attached to an existing primary residence converted from a portion of the existing living area of the primary residence, detached and on the same legal lot as a primary residence, converted from the entirety of or a portion of an existing accessory structure, or attached to an existing or proposed accessory structure”. However, State ADU Law requires, “The accessory dwelling unit is either attached to, or located within, the proposed or existing primary dwelling, including attached garages, storage areas or similar uses, or an accessory structure or detached from the proposed or existing primary dwelling and located on the same lot as the proposed or existing primary

¹ Gov. Code, § 66317, subd. (a).

dwelling, including detached garages.”². The Ordinance does not make clear that an ADU may be converted from an attached garage. Therefore, the City must amend the Ordinance to allow attached garages to be converted to ADUs.

7. Section 9056.2 (B)(b) – *Unit Combinations* – The Ordinance states, “The number of ADUs allowed on a single lot shall be: (i). On a lot that contains an existing or proposed single-family dwelling: One (1) ADU attached or detached, (ii). On a lot that contains an existing multifamily dwelling: Two (2) ADUs, detached from the multifamily structure, and up to 25 percent of the number of units in the existing multifamily dwelling converted from existing non-livable space in a multifamily structure. (iii) On a lot that contains a proposed multifamily dwelling: Two (2) ADUs, detached from the multifamily structure.”

However, pursuant to Government Code section 66323, subdivision (a), “Notwithstanding Sections 66314 to 66322, inclusive, a local agency shall ministerially approve an application...to create any of the following: (A) One accessory dwelling unit and one junior accessory dwelling unit per lot with a proposed or existing single-family dwelling...(i) The accessory dwelling unit or junior accessory dwelling unit is within the proposed space of a single-family dwelling or existing space of a single-family dwelling or accessory structure.” Additionally, subparagraph (B) permits “[o]ne detached, new construction, accessory dwelling unit that does not exceed four-foot side and rear yard setbacks.” The use of the term “any” followed by a list of ADU types permitted under Government Code section 66323, indicate that any of these ADU types can be combined on lots with existing or proposed single-family dwellings. This permits a homeowner, who meets the specified requirements, to create one converted ADU; one detached, new construction ADU; and one JADU. ADU types can be combined on lots with existing or proposed single-family dwellings. Therefore, the City must amend the Ordinance to provide for all ADU combinations described in Government Code section 66323.

8. Section 9056.2 (C) – *Maximum Floor Area of Detached ADU* – The Ordinance states, “The maximum size of the detached ADU shall be one thousand and two hundred (1,200) square feet. The conversion of an existing accessory structure or a portion of the existing primary residence to an ADU is not subject to size requirements.” However, Government Code, section 66323, subdivision (a)(4), requires the local agency to approve ADUs that are detached from the multifamily dwelling structure. Detached ADUs on multifamily lots do not have a floor area restriction under Government Code, section 66323, subdivision (a)(4). The City must remove this restriction from the Ordinance.

² Gov. Code, § 66314, subd. (d)(3).

9. Section 9056.2 (D) – *Off-site Improvements* – The Ordinance states, “Curb, gutter, sidewalk, paving and street trees, however, shall be required when that infrastructure does not exist, and the proposed building permit value is equal to or greater than one-third (1/3) of the value of the existing structure per UCC §9181”. However, Government Code, section 66315, states: “Section 66314 establishes the maximum standards that a local agency shall use to evaluate a proposed accessory dwelling unit on a lot that includes a proposed or existing single-family dwelling. No additional standards, other than those provided in Section 66314, shall be used, or imposed, including an owner-occupant requirement, except that a local agency may require that the property may be used for rentals of terms 30 days or longer.” Off-site improvements are an additional standard not authorized by State ADU Law. The City must remove these requirements from the Ordinance.
10. Section 9056.2 (G)(c) – *Fire Sprinklers* – The Ordinance states, “Fire sprinklers shall not be required in the ADU if the primary residence is not required to have fire sprinklers.” However, Government Code, section 66314, subdivision (d)(12) and section 66323, subdivision (c) state, “The construction of an accessory dwelling unit shall not trigger a requirement for fire sprinklers to be installed...” in the existing primary dwelling. Therefore, the City must amend the Ordinance to reflect that and ADU may not trigger a requirement that fire sprinklers be installed in the primary dwelling.
11. Section 9056.4 (D) – *Uncovered Parking* – The Ordinance states, “If a garage, carport, or covered parking structure is demolished in conjunction with the construction of an ADU or converted to an ADU, the City shall not require that those off-street parking spaces be replaced.” However, Government Code, section 66314, subdivision (d)(11), states that “A local agency may not require off-street parking spaces to be replaced when a garage, carport, covered parking structure, or *uncovered parking* space is demolished in conjunction with the construction of an ADU or converted to an ADU.” Therefore, the City must amend the Ordinance to include non-replacement of *uncovered parking* when *uncovered parking* is used to construct or is converted to an ADU.
12. Section 9056.6 (A) and (D) – *Height limits* – Section 9056.6 (D), states, “ADUs above a garage (Attached or Detached) can be constructed to the maximum height for the zoning district in which it is located.” However, Government Code, section 66321, subdivision (b)(4) states that height limitations must be prescribed no lower than 16, 18, 20 or 25 feet under certain specified conditions. The City must amend the Ordinance to reflect the various height limits provided in State ADU Law.

13. Section 9056.7 – *Development Standards* – The Ordinance states, “Whenever an ADU is proposed that would involve uses or features that are not explicitly addressed by design and development standards set forth in this Code or State law, the Community Development Director shall determine whether the proposal is appropriate and whether it should be reviewed on a ministerial or discretionary basis.” However, Government Code section 66316, states, “An existing accessory dwelling unit ordinance governing the creation of an accessory dwelling unit by a local agency or an accessory dwelling ordinance adopted by a local agency shall provide an approval process that includes only ministerial provisions for the approval of accessory dwelling units and shall not include any discretionary processes, provisions, or requirements for those units, except as otherwise provided in this article.” The City may apply additional processes with a compliant Ordinance to further the creation of ADUs that do not otherwise comply with the minimum standards necessary for ministerial review. These processes are intended to provide additional opportunities to create ADUs that would not otherwise be permitted, and a discretionary process may not be used to review ADUs that are fully compliant with State ADU Law. The City must amend the Ordinance to provide an approval process that includes only ministerial provisions for the approval of ADUs.
14. Section 9056.7 – *Development Standards* – Paragraphs (A), (B), (C), and (E), of section 9056.7 impose additional subjective development standards on ADUs which are not authorized by State ADU Law. State ADU Law requires that local agencies review ADUs ministerially without discretionary review and impose only objective standards on ADUs under the provisions of Government Code, section 66414, subdivision (b)(1). Objective standards are defined as “Standards that involve no personal or subjective judgment by a public official and are uniformly verifiable by reference to an external and uniform benchmark or criterion available and knowable by both the development applicant or proponent and the public official prior to submittal.”³ The City must amend the Ordinance to remove subjective development standards.
15. Section 9057.1 – *JADU* – The Ordinance states, “The department shall **act on** an application to create a JADU within sixty (60) days from the date it receives a completed application if there is an existing single-family dwelling in the lot” (emphasis added). However, Government Code section 66335, subdivision (a) (2), states “[t]he permitting agency shall either approve or deny the application to create or serve a junior accessory dwelling unit within 60 days from the date the permitting agency receives a completed application...” The term “act upon” is old language and was amended to read “approve or deny.” Acting on an application does not reflect State ADU Law. The City is required to issue an approval, or a denial with a full set of comments on how to remedy the application within 60 days of receiving a completed application. Therefore, the

³ Gov. Code, § 66313, subd. (h).

City must amend this section to reflect an application must be approved or denied vs acted upon.

16. Section 9057.1 (A) – *Permit and Fees* – The Ordinance states, “Construction permits (including, but not limited to a building, well, septic, and/or sewer permit) shall be required to establish a JADU.” However, JADUs shall not be considered by a local agency, special district, or water corporation to be a new residential use for purposes of calculating connection fees or capacity charges for utilities, unless constructed concurrently with a new single-family dwelling.⁴ The City must amend the Ordinance to remove the additional utility fees for junior accessory dwelling units (JADUs) unless it is constructed concurrently with a new single-family dwelling.
17. Section 9057.1 (D)(4)(i) – *Deed Restriction Typo* – The Ordinance states that “The property owner shall record a deed restriction that: (i) A prohibition on the sale of the junior accessory unit separate from the sale of the single-family residence, including a statement that the deed restriction may be enforced against future purchasers; and.” That change would break the grammar for (ii), (iii), and (iv). Instead, the City should amend the Ordinance to correct the typing error and write “Includes a prohibition” under (i) instead of “A prohibition.”
18. Section 10.1 – *Severability* – The Ordinance states, “If any section, subsection, subdivision, paragraph, sentence, clause, or phrase of this Ordinance, or its application to any person or circumstance, is for any reason held to be invalid or unenforceable, such invalidity or unenforceability shall not affect the validity or enforceability of the remaining sections, subsections, subdivisions, paragraphs, sentences, clauses or phrases of this Ordinance, or its application to any other person or circumstance. The City Council of the City of Ukiah hereby declares that it would have adopted each section, subsection, subdivision, paragraph, sentence, clause, or phrase hereof irrespective of the fact that any one or more other sections, subsections, subdivisions, paragraphs, sentences clauses or phrases hereof be declared invalid or unenforceable.” However, Government Code section, 66316 states, “If a local agency has an existing accessory dwelling unit ordinance that fails to meet the requirements of this article, that ordinance shall be null and void and that agency shall thereafter apply the standards established in this article for the approval of accessory dwelling units, unless and until the agency adopts an ordinance that complies with this article.” The *Severability* clause implies that some parts of the Ordinance will be valid even if other parts are not valid. The City must remove the Severability clause and apply the standards under Government Code section 66316 when the existing accessory dwelling unit ordinance that fails to meet the requirements of this article.

⁴ Gov. Code, § 66324, subd. (b).

The City has two options in response to this letter.⁵ The City can either amend the Ordinance to comply with State ADU Law⁶, or adopt the Ordinance without changes and include findings in its resolution adopting the Ordinance that explain the reasons the City believes that the Ordinance complies with State ADU Law despite HCD's findings.⁷ If the City fails to take either course of action and bring the Ordinance into compliance with State ADU Law, HCD must notify the City and may notify the California Office of the Attorney General that the City is in violation of State ADU Law.⁸

HCD appreciates the City's efforts in the preparation and adoption of the Ordinance and welcomes the opportunity to assist the City in fully complying with State ADU Law. Please feel free to contact Reshma Sen at Reshma.Sen@hcd.ca.gov if you have any questions.

Sincerely,



Jamie Candelaria
Senior Housing Accountability Manager
Housing Policy Development Division

⁵ Gov. Code, § 66326, subd. (c)(1).

⁶ Gov. Code, § 66326, subd. (b)(2)(A).

⁷ Gov. Code, § 66326, subd. (b)(2)(B).

⁸ Gov. Code, § 66326, subd. (c)(1).

State ADU/JADU Law Statutory Conversion Table

New Government Code Sections	Previous Government Code Sections
Article 1. General Provisions	
66310	65852.150 (a)
66311	65852.150 (b)
66312	65852.150 (c)
66313	General Definition Section 65852.2 (j) 65852.22 (j)
Article 2. Accessory Dwelling Unit Approvals	
66314	65852.2(a)(1)(A), (D)(i)-(xii), (a)(4)-(5)
66315	65852.2 (a)(8)
66316	65852.2 (a)(6)
66317	65852.2 (a)(3), (a)(7)
66318	65852.2 (a)(9), 65852.2 (a)(2)
66319	65852.2 (a)(10)
66320	65852.2 (b)
66321	65852.2 (c)
66322	65852.2 (d)
66323	65852.2 (e)
66324	65852.2 (f)
66325	65852.2 (g)
66326	65852.2 (h)
66327	65852.2 (i)
66328	65852.2 (k)
66329	65852.2 (l)
66330	65852.2 (m)
66331	65852.2 (n)
66332	65852.23.
Article 3. Junior Accessory Dwelling Units	
66333	65852.22 (a)
66334	65852.22 (b)
66335	65852.22 (c)
66336	65852.22 (d)
66337	65852.22 (e)
66338	65852.22 (f)-(g)
66339	65852.22 (h)
Article 4. Accessory Dwelling Unit Sales	
66340	65852.26 (b)
66341	65852.26 (a)
66342	65852.2 (a)(10)

TERMS OF CITY OF UKIAH BOARDS AND COMMISSION MEMBERS

<u>Airport Commission - 5 Members, 3-Year Term</u>				
Such Commission shall act in an advisory capacity to the city council in all matters pertaining to the operations of the municipal airport. Such commission shall aid and advise the city manager in the selection of personnel for the operation of the municipal airport in keeping with the provisions of the civil service ordinance. (Ord. 512, Section 4, adopted 1956).			<u>Date Appointed</u>	<u>Term Expires</u>
Eric	Crane	Commissioner - City Resident	3/5/2025	3/5/2028
VACANT		Commissioner - City or County Resident		
Mark	Ashiku	Commissioner - City Resident	7/19/2023	7/19/2026
Donovan	Albright	Commissioner - County Resident	7/19/2023	7/19/2026
Randal	Beckler	Commissioner - City Resident	3/5/2025	3/5/2028
<u>Board of Appeals - 5 Members/3 Alternates, 3-Year Term</u>				
To hear and decide appeals of orders, decisions or determinations by the building official.			<u>Date Appointed</u>	<u>Term Expires</u>
Matthew	Keizer	ex officio Member - Building Official	N/A	N/A
VACANT		Member x 4 positions		
VACANT		Alternate Member x 3 positions		
<u>Demolition Permit Review Committee - 5 Members, 3-Year Term</u>				
The duties of the Demolition Permit Review Committee shall include: a) Research of historical, cultural, and architectural significance of the subject structure; b) Evaluation of the feasibility of rehabilitating or relocating the structure if it is deemed historical; c) In the event that the structure is found to have historical or architectural significance, determine if the salvaging of historic materials is feasible; d) Recommendation to the City Council regarding whether any of the criteria listed in Ukiah City Code Section 3016(E) apply to the subject structure, and whether or not the Demolition Permit should be issued, issued with conditions, or denied.			<u>Date Appointed</u>	<u>Term Expires</u>
Tim	Eriksen	Director of Public Works/City Engineer or assigned designee	N/A	N/A
Craig	Schlatter	Director of Community Development or assigned designee	N/A	N/A
Matthew	Keizer	Building Inspector or assigned designee	N/A	N/A
Alyssa	Ballard	A Representative of the Mendocino County Historical Society or other group/organization involved with local history, or a local historian	10/16/2024	10/16/2027
VACANT		A City of Ukiah resident with expertise in architecture, building, or closely related field		
<u>Design Review Board - 5 Members, 4-Year Term Coinciding with Appointing Councilmember</u>				
It shall be the function and duty of the Design Review Board to review proposed site development permit applications, planned development applications and precise development plans, work with staff and the applicants to ensure design consistency with the Ukiah General Plan, Zoning Code, and Design Review Guidelines, and make recommendations concerning architecture, site design layout, landscaping, parking, signage, exterior lighting, and other aspects of urban design to city staff, Zoning Administrator, Planning Commission and City Council as appropriate.			<u>Date Appointed</u>	<u>Term Expires</u> (Coincides with Appointing Councilmember)
Tom	Liden	City Resident/Property or Business Owner	2/15/2023	2/15/2027
Ronald J.	Meaux	Community at Large	11/17/2021	11/17/2025
Lorena	Akin	Community at Large	7/19/2023	7/19/2026
Kali	Gordon	City Resident/Property or Business Owner	8/3/2022	8/3/2026
William	Hawkes	City Resident/Property or Business Owner	2/15/2023	2/15/2027
<u>Diversity and Equity Committee - 11 Members, 2-Year Term</u>				
Committee members will evaluate the impact of the City's DEI efforts and recommend changes to City programs, policies, and services as needed. They will act as ambassadors, promoting diversity, equity, and inclusion and representing the City's commitment to these values. Additionally, they will raise public awareness about DEI initiatives by sharing information on City programs, policies, job opportunities, and services through various communication channels.			<u>Date Appointed</u>	<u>Term Expires</u>
Juan	Orozco	Member - Councilmember	N/A	N/A
Heather	Criss	Member - Councilmember	N/A	N/A
Xochilt	Morales de Martinez	Member - Persons with physical or mental disabilities	12/18/2024	12/18/2026
Denise	Gorny	Member - Persons with lived experience of poverty (currently or formerly living at or below the poverty level)	12/18/2024	12/18/2026
Elizabeth	Kirsch	Member - Persons from the LGBTQIA community	2/5/2025	2/5/2027
Brian	Williams	Member - Native American tribes and communities in Mendocino County	12/18/2024	12/18/2026
VACANT		Member - Persons of Color		
VACANT		Member - Youth 21 years and younger		
VACANT		Member - Persons from the Hispanic/Latino community		
David	Lieberman	Member - Seniors 65 years or older	7/19/2023	7/19/2025
VACANT		Member - Persons whose primary language is not English		

TERMS OF CITY OF UKIAH BOARDS AND COMMISSION MEMBERS

<u>Planning Commission - 5 Members, 4-Year Term</u>				
<i>It shall be the function and duty of the Planning Commission to prepare, make and adopt, subject to the provisions of law, a master plan for the physical development of the city, and of any land situated outside the boundaries thereof which in the Commission's judgement bears relation to the planning thereof. The Commission may appoint officers and employees and contract for services, subject to the provisions of law, provided that all expenditures of the Commission, exclusive of gifts, shall be within the amounts appropriated for the purpose by the City Council.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Mark	Hilliker	Commissioner	2/1/2023	2/1/2027
Douglas 'Rick'	Johnson	Chair	4/2/2025	4/2/2029
Alex	de Grassi	Commissioner	2/1/2023	2/1/2027
VACANT		Commissioner (unexpired term for Thao Phi)		
VACANT		Commissioner (unexpired term for Michelle Johnson)		
<u>Public Spaces Commission - 5 Members, 3-Year Term</u>				
<i>The Public Spaces Commission shall provide advice and recommendations to Council regarding 1) City-owned properties that are open to the public, free of charge, such as parks, paths, and public right-of-ways; 2) creeks within the City limits; 3) open spaces within and outside of the City limits that are undeveloped and conserved or in consideration of future conservation; 4) and the recreational uses of these spaces. In addition, the Public Spaces Commission shall have the power and duty to: A) Solicit, collate, and analyze public input on the wise use of public spaces. B) Provide recommendations and advice to both City staff and the City Council based on said public input. C) If deemed necessary by the Commission, form working groups in collaboration with City staff to explore and formulate advice or recommendations on specific areas regarding the wise use of public spaces. D) Commission activities related to solicitation, review, and analysis of public input shall be guided by the Community Outreach Plan. The Commission shall prepare and annually update a Community Outreach Plan to be approved by City Council. The Community Outreach plan will guide the methodology, scheduling, and tracking of the Commission's community engagement. E) The Commission shall hold at least six (6) regular meetings per year as scheduled and noticed in compliance with the annually updated Community Outreach Plan. It shall adopt rules for the transaction of business which shall be included in the Community Outreach Plan. F) The Commission shall keep a record of its transactions, findings, recommendations, and any other action item, which record shall be a public record.</i>			<u>Date Appointed</u>	<u>Term Expires</u>
Joe	Scriven	Commissioner - At Large, City Resident	4/5/2023	4/5/2026
VACANT		Commissioner - At Large, City or County Resident		
Steven	Ratley	Commissioner - At Large, City or County Resident	11/1/2023	11/1/2026
Elora	Babbini	Commissioner - At Large, City Resident	7/17/2024	7/17/2027
Chrystal	Thurman	Commissioner - At Large, City Resident	12/18/2024	12/18/2027

Public comment

From Eileen Russell <ERussell@mendoco.com>

Date Wed 7/2/2025 6:04 PM

To Meeting <meeting@cityofukiah.com>

[EXTERNAL EMAIL] DO NOT CLICK links or attachments unless you recognize the sender and know the content is safe.

Hello,

This is for the city council meeting 7/2

My name is Eileen Russell and I work in community engagement for Mendocino Redwood Company. We are hosting a tour on Thursday July 10 of a Low Gap Forest Health Project that was funded by California Climate Investments. We will meet Thursday July 10 at 9 am at Low Gap Park and carpool to the forest where the fuel reduction project happened. The goal of this tour is to foster community collaboration of wildfire prevention and forest health. All council members and other interested parties are welcome. To RSVP call Eileen Russell at 707 472 6005.

Thank you.

Eileen Russell
Community Engagement Manager
Mendocino Redwood Company

Cell: [\(707\) 472-6005](tel:7074726005)





AGENDA SUMMARY REPORT

SUBJECT: Status Report on Emergency Contract with Diamond D Construction, LLC for the Emergency Repair of the Western Hills Mudslide at the City Water Tank (Pressure Zone 1-North, or PZ1-N) and Request for Authorization to Continue Work Under This Emergency Contract.

DEPARTMENT: Water Resources

PREPARED BY: Sean White, Water Resources Director

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. Resolution 2025-08 - Emergency Procurement for Mudslide at PZ1
2. Diamond D Estimate for PZ1
3. Purchase Order for Diamond D Slide
4. Slide Pictures

Summary: Council will receive a status report on the contract with Diamond D Construction for the emergency repair of the Western Hills mudslide at the City water tank and consider approving continued work.

Background: During the major rain event on February 4-5, a mudslide occurred in the western hills, settling at the base of a City water tank referred to as Pressure Zone 1-North (PZ1-N). Due to the muddy conditions, slope of the hillside, and specialized nature of the repairs, City crews determined that a professional contractor would be required to perform the work. Additionally, significant rain was forecast for the following days, causing concern that the water tank and hillside would potentially be compromised if emergency repairs did not commence immediately.

On February 19, 2025, City Council approved a Resolution approving the procurement without public bidding of construction services to repair the mudslide at the City water tank in the western hills (Attachment 1).

Discussion: Staff worked with the Procurement Department to assess availability and obtain proposals from local contractors. Diamond D Construction was available to begin immediately and was determined to be qualified to do the work (Attachments 2 and 3).

Work to temporarily remediate the site began on February 7th and was completed on February 12th. Work involved removing material at the toe of the slope that had built up against the tank and removing material perched immediately above the tank. Due to the extremely wet condition of the site, only material within the reach of an excavator could be graded or removed. A small ditch was also cut in the hillside above the tank to redirect runoff.

The slide area was then tarped to protect it from rainfall. City Staff also added jute netting to other portions of the site to further protect the hillside. See Attachment 4 for pictures of remediation efforts.

Once the area has dried, further grading will be required. To fully stabilize, this site will require a geotechnical investigation and plan, followed by extensive earthwork.

Staff is requesting the Council's approval to continue using the emergency contract with Diamond D Construction, LLC.

Recommended Action: Receive report and approve the continued work on the emergency contract with Diamond D Construction for the emergency repair of the Western Hills mudslide at the City water tank PZ1-N.

BUDGET AMENDMENT REQUIRED: TBD

CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE: Water Fund; 82027113-80230-18234

REVENUE: YES / No GRANT: YES / No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: PO 48757-00

COORDINATED WITH: Sage Sangiacomo, City Manager; Sean White, Water Resources Director

STRATEGIC PLAN (SP):

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved:


Sage Sangiacomo, City Manager

RESOLUTION NO. 2025-08

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH APPROVING PURSUANT TO PUBLIC CONTRACT CODE SECTION 22050 THE EMERGENCY PROCUREMENT WITHOUT PUBLIC BIDDING OF CONSTRUCTION SERVICES TO REPAIR THE MUDSLIDE AT THE CITY WATER TANK (PZ1) IN THE WESTERN HILLS

WHEREAS:

1. During a winter storm event on about February 5, 2025, a portion of the hillside in the Western Hills slid out, settling against the City water tank referred to as PZ1, or Pressure Zone 1; and
2. Concerned about possible damage to the City water tank, both from this slide and the possibility of future slides, City Staff determined that emergency repairs were required; and
3. With damage caused to public property; and
4. Under Public Contract Code Section 22050(a)(1) in the case of an emergency, the City, pursuant to a four-fifths vote of the City Council, may repair or replace a public facility and procure the necessary equipment, services, and supplies for those purposes, without giving notice for bids to let contracts; and
5. Under Public Contract Code Section 22050(a)(2) before the City Council takes such action, it must make a finding, based on substantial evidence set forth in the minutes of its meeting, that the emergency will not permit a delay resulting from a competitive solicitation for bids, and that the action is necessary to respond to the emergency;

NOW, THEREFORE, BE IT RESOLVED that:

1. Based on the foregoing recitals and information, the City Council finds that an emergency condition exists that must be repaired to avoid public health hazards that could result, if the repair work was put out for competitive bids in compliance with the procedures required by the Uniform Construction Cost Accounting Act.
2. The City Council authorizes the procurement of construction services to repair the mudslide in the Western Hills and damaged public without providing notice inviting bids.
3. The City Council authorizes the City Procurement Officer to contract with Diamond DConstruction to repair the mudslide in the Western Hills in the amount of \$30,042.

4. Awarding a contract to repair the water main and damaged public and private property is categorically exempt from environmental review under the California Environmental Quality Act as a Class 2 categorical exemption, because it involves the replacement or reconstruction of existing utility systems and/or facilities involving negligible or no expansion of capacity. (14 CCR §15302.)
5. The emergency action taken by this resolution shall terminate upon the City Council's approval of a certificate of completion for the mudslide and public property repair work.

PASSED AND ADOPTED this 19th day of February, 2025, by the following roll call vote:

AYES: Councilmembers Rodin, Criss, Orozco, Sher, and Mayor Crane

NOES: None

ABSENT: None

ABSTAIN: None


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

Customer Info:

City Of Ukiah

Contractor Submitting Bid:

Diamond D Construction, LLC

PO Box 595

Talmage, CA 95481

Lic. 1027104

(707)953-4484

Job Location:

Golf Course Water Tanks

Date: 2/6/2025**Work to be performed:**

Diamond D Construction, LLC will provide all labor and material necessary to perform the following work.

Clear The Bottom

Includes a cost to clear all slide debris off the water tank and everything that can be reached by our excavator from the bottom. Once materials are cleaned up we will reroute a drainage ditch above the slide area to drain away from the slide area. We are also including covering the entire slide area in plastic and anchor the plastic with sandbags and rope.

Total \$30,042.00

PLEASE ALLOWED BY THIS TASK

Clear the Entire Slide

Includes clearing all sliding material from top of the slip plain to the bottom. Will include rerouting the ditch, and covering in plastic as well.

This will depend on the timing of when this is done and if the material is suitable to set an excavator or dozer on.

Total \$71,650.00

K Rail Guard

Includes a cost to set up 40 lineal foot of concrete K rail at the bottom of the slide to protect falling rocks from hitting the tank. Price also includes the K rail rental for 3 months.

Total \$5,995.00

Conditions

Dump site provided by city

Exclusions

No bonding is included in this price.

Payment Terms:

All payments will be made within 21 days of the invoice being sent to the customer.

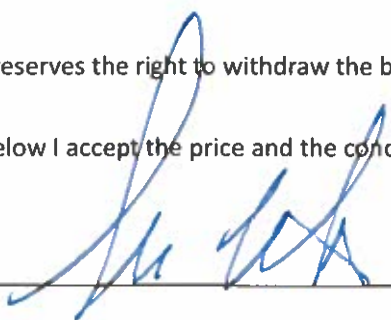
After 21 days an additional 1.5% of the amount invoiced will be added to the total amount owed and every month after until amount is paid in full.

This bid price is good for 60 days. If a signed acceptance is not received within 60 days

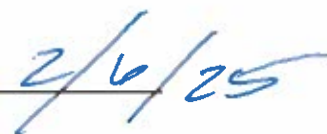
Diamond D reserves the right to withdraw the bid.

By signing below I accept the price and the conditions of this bid.

Signature:

A handwritten signature in blue ink, appearing to be "H. H. H.", written over a horizontal line.

Date:

A handwritten date in blue ink, "2/6/25", written over a horizontal line.



Purchase Order

Fiscal Year 2025

Page 1 of 2

THIS NUMBER MUST APPEAR ON ALL INVOICES,
PACKAGES AND SHIPPING PAPERS.Purchase
Order #**48757-00**Delivery must be made within
doors of specified destination.B
I
L
L
T
OCITY OF UKIAH
ATTN: ACCOUNTS PAYABLE
300 SEMINARY AVENUE
UKIAH, CA 95482V
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RDIAMOND D CONSTRUCTION
650 BLUE OAK DR
UKIAH CA 95482S
H
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P
T
OCITY OF UKIAH - ANNEX
411 W CLAY STREET
UKIAH CA 95482

Vendor Phone Number		Vendor Fax Number	Buyer		Date Ordered	Date Required
			Myles Fisette		02/06/2025	
Delivery Reference		Freight Method/Terms		Department/Location		Sales Tax Rate
		FOB UKIAH/N30		WATER/SEWER		0.000
Item#	Description/Part No.	Qty	UOM	Unit Price	Extended Price	
1	The Above Purchase Order Number Must Appear On All Correspondence - Packing Sheets And Bills Of Lading CLEAR BOTTOM OF SLIDE-CLEAR ALL SLIDE DEBRIS. REROUTE A DRAINAGE DITCH ABOVE SLIDE AREA. COVER SLIDE AREA IN PLASTIC AND ANCHOR WITH SAND BAGS. 82027113 - 80230 - 18234 \$30,042.00 EMERGENCY WORK PER CM OFFICE PER ESTIAMTE DATED 2/6/25	1.0	EACH	\$30,042.000	\$30,042.00	

By

Purchasing Supervisor

VENDOR COPY

Total Ext. Price	\$30,042.00
Total Sales Tax	
Total Discount	
Total Credit	
Total Freight	
PO Total	\$30,042.00

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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









AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Authorizing SAFER Grant Application Related to the Ukiah Valley Multi-Agency Consolidation.

DEPARTMENT: Water Resources

PREPARED BY: Seth Strader, Administrative Analyst

PRESENTER: Sean White, Director of Water Resources

ATTACHMENTS:

1. Proposed Resolution

Summary: Council will consider adopting a resolution authorizing SAFER grant application related to the Ukiah Valley Multi-Agency Consolidation.

Background: In an attempt to address issues arising from numerous small agencies serving a single community, the State Water Resources Control Board (SWRCB) started the Safe and Affordable Funding for Equity and Resilience (SAFER) program in 2019. Since that time, the SWRCB has made consolidation of water providers through the SAFER program a top priority. Districts consolidating through the SAFER program are eligible for SWRCB grants and loans to facilitate the consolidation processes as well as construct and update required infrastructure.

An ad hoc committee with members from the City, Willow, Millview, Calpella, and Redwood began meeting regularly in October 2022 to discuss the opportunity and develop a Joint Powers Authority to serve as the vehicle for consolidation through the SAFER program. The Ukiah Valley Water Authority JPA (UVWA) was the result of many staff meetings, ad hoc meetings, as well as counsel input from each of the entities. The UVWA intends to go beyond "managerial consolidation" and to eventually achieve complete consolidation over time, which is the goal of the SAFER program.

Discussion: In order to apply for or utilize grant funding from the SAFER program, an "Authorizing Resolution" must be approved by the governing body of the applicant. Staff have prepared an authorizing resolution (Attachment 1) that will allow Staff to pursue funding in a timely manner, as these programs are "first come, first served".

On June 19, 2024, Council approved a contract for engineering services related to SAFER grant reconnaissance and application with Carollo Engineers. Over the last year, Carollo has prepared specialized grant application packages. These include financial, environmental, and technical packages. These documents will be reviewed by the SWRCB and provide supporting information regarding the UVWA's needs and eligibility for these funds. This is a 100% reimbursable grant with no local match required. It would operate similarly to other SAFER grants previously awarded to the City, such as the Recycled Water Project, where the City is awarded a total amount and submits reimbursement requests to the State for eligible project expenses.

Recommended Action: Adopt resolution authorizing SAFER grant application related to the Ukiah Valley Multi-Agency Consolidation.

BUDGET AMENDMENT REQUIRED: NA

CURRENT BUDGET AMOUNT: NA

PROPOSED BUDGET AMOUNT: NA

FINANCING SOURCE: NA

REVENUE: Yes / No **GRANT:** Yes / No

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Sean White, Director of Water Resources

STRATEGIC PLAN (SP): SP 2B - Identify and/or develop funding for essential and vital infrastructure for the long-term.

CLIMATE INITIATIVES (CI):

GENERAL PLAN ELEMENTS (GP):

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2025-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE GRANT APPLICATION, ACCEPTANCE AND EXECUTION FOR THE UKIAH VALLEY MULTI AGENCY CONSOLIDATION PROJECT**

WHEREAS, the City of Ukiah proposes implementing the Ukiah Valley Multi Agency Consolidation Project;

WHEREAS, the City of Ukiah has the legal authority and is authorized to enter into a funding agreement with the State of California; and

WHEREAS, the City of Ukiah intends to apply for grant funding from the California State Water Resources Control Board for the Ukiah Valley Mutli Agency Consolidation Project;

NOW, THEREFORE BE IT RESOLVED, that the Council of the City of Ukiah hereby authorizes the City Manager (the "Authorized Representative"), or designee, to sign and file, for and on behalf of the City of Ukiah, a Financial Assistance Application with the State Water Resources Control Board for the planning, design, and construction of the Ukiah Valley Multi Agency Consolidation Project (the "Project").

BE IT FURTHER RESOLVED, that the Authorized Representative, or designee, is authorized to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement with the State Water Resources Control Board and any amendments or changes thereto.

BE IT FURTHER RESOLVED, that the Authorized Representative, or designee, is authorized to represent the City in carrying out its responsibilities under the financing agreement, including certifying disbursement requests and ensuring compliance with applicable state and federal laws.

PASSED and ADOPTED this 2nd day of July, 2025, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Araceli Sandoval, Deputy City Clerk



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Mayor Crane and Various Councilmembers

ATTACHMENTS:

1. 2025 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: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

REVENUE: No **GRANT:** No

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

STRATEGIC PLAN (SP): N/A

CLIMATE INITIATIVES (CI): N/A

GENERAL PLAN ELEMENTS (GP): N/A

Approved: 
Sage Sangiacomo, City Manager

LOCAL / UKIAH VALLEY	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
City Broadband Project	TBD	TBD	Civic Center 300 Seminary Ave. Ukiah, CA 95482	to evaluate the Request for Proposal (RFP) for the Internet Service Provider (ISP) for the California's Public Utilities Commission (CPUC) Last Mile Broadband	Orozco	Jim Robbins , Grants Manager; 463-6708; jrobbins@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Orozco - Alternate Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Disaster Council	Shall meet a minimum of once a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Office of Emergency Management 300 Seminary Ave. Ukiah, CA 95482 467-5720 - Traci Boyl	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Orozco Criss - 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 Orozco - 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	Neil Davis	Neil Davis, Community Services Director; 467-5764 ndavis@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	Orozco, Sher 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 N/A - 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 Crane Vice Mayor Sher	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	Crane Rodin - 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	Criss 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	Criss 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

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 Rodin - 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	Criss Max Brazill, Admin Lieutenant - Alternate	Tom Corning , Police Chief; 463-6254; tcorning@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	Orozco, Criss 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 (GRTA)	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 Sher- Alternate	Neil Davis , Community Services Director 467-5764 ndavis@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Orozco Criss - 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 9291 Old Redwood Hwy, #400 Windsor, CA 95492 707-838-1000		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/Criss	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 Alternates: Criss	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

2025 AD HOC COMMITTEES

COMMITTEE	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Electric Grid Operational Improvements	Crane/Orozco	Cindy Sauers, Electric Utility Director; 463-6286 csauers@cityofukiah.com
Trench Cut Policy Development	Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Advance Planning & Policy for Annexation Applications	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
UVSD/ City Relations <i>Ad hoc committee to address specific issues with the Ukiah Valley Sanitation District, including discussion of overall sewer system service delivery policies, operating policy revisions, potential revisions to the current Operating Agreement, and cost sharing</i>	Crane/Orozco	Dan Buffalo, Director of Finance; 463-6220 dbuffalo@cityofukiah.com Sean White, Water Resources Director 463-5712 swhite@cityofukiah.com
Orr Street Bridge Corridor	Rodin/Sher	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Complete Streets	Rodin/Crane	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com Neil Davis, Community Services Director 467-5764 ndavis@cityofukiah.com
Special Districts (Water District Consolidation)	Orozco/Crane	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Corp Yard Planning	Crane/Orozco	Jason Benson, Senior Civil Engineer 463-6284 jbenson@cityofukiah.com
Mendocino County Courthouse Project and Reuse	Sher/Orozco	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
City's 150-Year Anniversary Planning	Orozco/Rodin	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Zoning Reform <i>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</i>	Crane/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Community Health Needs Assessment (CHNA) Steering Committee <i>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</i>	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
Downtown Zoning code	Crane/Rodin	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Tourism Advisory Committee	Rodin/Sher	Shannon Riley, Deputy City Manager 467-5793 sriley@cityofukiah.com
Historic Preservation Code	Sher/Criss	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
Fire Severity	Rodin/Orozco	Craig Schlatter, Community Development Director 463-6219 cschlatter@cityofukiah.com
City Council Handbook Review and Update	Sher	Kristine Lawler, City Clerk 463-6217; klawler@cityofukiah.com

*Note: Changing the composition of an existing ad-hoc among current councilmembers after work has begun presents potential Brown Act issues. Requests for fully filled ad-hocs are represented on the draft, but staff does not recommend changes except to fill vacated assignments. The current requests on the sheet for fully composed ad-hocs are primarily intended to convey interest in topics covered by these ad-hoc committees for possible future consideration of new assignments.