



City Council
Special and Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
March 4, 2020 - 4:30 PM

1. PLEDGE OF ALLEGIANCE

2. ROLL CALL

4:30 - BUDGET WORKSHOP:

- a. Review and Update, if Warranted, the Ukiah City Council Strategic Plan.

Recommended Action: Review the Ukiah City Council Strategic Plan and provide direction as may be warranted to update the document.

Attachments:

1. City Council Strategic Plan 2019 Final PDF

- b. Mid-year Budget Report and Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 2019-20 and Review of Draft Objectives for Fiscal Year 2020-21.

Recommended Action: Council to discuss Council's strategic goals and review, consider, and discuss updates on stated objectives for the 2019-20 fiscal year. In addition, the Council will review preliminary draft objectives for the Fiscal Year 2020-21.

Attachments: None

6:00 - REGULAR MEETING:

URGENCY ITEM

- a. Approve Contract with Coastline Engineering for the Update of the Plans and Specifications for the Reconstruction of Clara Ave.

Recommended Action: Award a contract to Coastland Civil Engineering in the amount not to exceed \$25,240, for Design Services for the Clara Avenue Phase 2 Project.

Attachments:

1. Coastland Proposal V1

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the February 19, 2020, Special and Regular Meetings.
Recommended Action: Approve the Minutes of February 19, 2020, Special and Regular Meetings, as submitted.
Attachments:

1. 2020-02-19 Draft Minutes

- 5.b. Approval of the Minutes for the February 20, 2020, Adjourned Regular Meeting.
Recommended Action: Approve the Minutes of February 20, 2020, a Adjourned Regular Meeting, as submitted.
Attachments:

1. 2020-02-20 Draft Minutes

6. RIGHT TO APPEAL DECISION

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

7. CONSENT CALENDAR

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

- 7.a. Approve Professional Services Contract Amendment with Mintier Harnish Planning Consultants for Advance Planning Services Related to Implementation of the City of Ukiah 2019-2027 Housing Element in an Amount Not to Exceed \$96,340, to be Paid from SB 2 Planning Grant Funds.

Recommended Action: Approve the professional services contract amendment with Mintier Harnish Planning Consultants in an amount not to exceed \$96,340, to be paid from SB 2 Planning Grant Funds.

Attachments:

1. Contract #1819190 - Mintier Harnish
2. City of Ukiah PGP (full application package)
3. UKGP_SB 2 alternative work plan_budget
4. City of Ukiah PGP Section F- timeline and budget

- 7.b. Approve Professional Services Contract Amendment with Mead & Hunt, Inc. for the Preparation of a Stand-Alone Mendocino County Airport Land Use Compatibility Plan for Ukiah Municipal Airport in an Amount Not to Exceed \$30,000; and Approve Corresponding Budget Amendment.

Recommended Action: 1) Approve amendment to a professional services contract with Mead & Hunt, Inc. for the preparation of a stand-alone Mendocino County Airport Land Use Compatibility Plan for Ukiah Municipal Airport in an amount not to exceed \$30,000; and 2) Approve corresponding budget amendment.

Attachments:

1. Contract 1819164 - Mead&Hunt
2. UKI.ALUCP.Amendment No 1. 2-18-20

- 7.c. Authorize City Manager to Negotiate and Execute a Lease Agreement with North Coast Opportunities for Continued Operation of Vinewood Park Community Garden.
Recommended Action: Authorize City Manager to negotiate and execute a lease agreement with North Coast Opportunities for the continued operation of Vinewood Park community garden.
- Attachments:
1. Lease Agreement Vinewood Park Community Garden
- 7.d. Consider Adoption of a Landmark Tree Nomination for Landmark Tree Status.
Recommended Action: Council to consider adoption of Landmark Tree nomination for Landmark Tree status.
- Attachments:
1. LANDMARK TREE NOMINATION
- 7.e. Approval of Notice of Completion for the 2019 Street Reconstruction Project, Specification No.19-09.
Recommended Action: Approval of Notice of Completion for the 2019 Street Reconstruction Project, Specification No.19-09 and Approval of Corresponding Budget Amendment.
- Attachments:
1. Notice of Completion - Spec 19-09
 2. Attachment 2 Contract and Change Orders
- 7.f. Approval of Plans and Specifications for the 2020 Slurry Seal of Local Streets, and Authorize Staff to issue Bids for Specifications No. 20-01, to be Funded by Measure Y.
Recommended Action: Approve Plans and Specifications for the 2020 Slurry Seal of Local Streets and Authorize Staff to Issue Bids for Specification No. 20-01, to be funded by Measure Y.
- Attachments:
1. Plans 20-01 - 2020 SLURRY SEAL OF LOCAL STREETS
 2. Specs 20-01 - 2020 SLURRY SEAL OF LOCAL STREETS
- 7.g. Approval of Amendment #3 in the amount of \$174,000 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination System (NPDES) Permit and Recycled Water Permit.
Recommended Action: Approve Amendment #3 in the amount of \$174,000 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination System (NPDES) Permit and Recycled Water Permit
- Attachments:
1. Attachment 1- Larry Walker and Associates Amendment #3
- 7.h. Council to Authorize the City Manager to Negotiate and Execute a Lease Agreement for the Building and Grounds Located at 280 East Standley Street to New Life LLC.
Recommended Action: Council to authorize the City Manager to negotiate and execute a lease agreement for the building and grounds located at 280 East Standley Street to New Life LLC.
- Attachments:
1. Lease Agreement New Life LLC

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- 11.a. Consideration of Appeal from Councilmember Jim Brown of City Engineer's Approval of a Minor Subdivision Map at 589 North School Street.

Recommended Action: Refer decision on appeal to Planning Commission.

Attachments:

1. 2-4-20 CE Staff Report and attachments
2. CE Draft Minutes_02-04-20
3. 2020-02-10 Jim Brown - Appeal of CE Approval of Minor Subdivision Map at 589 N School St

12. UNFINISHED BUSINESS

13. NEW BUSINESS

- 13.a. Introduction and Adoption of Urgency Ordinance by Title Only, to Establish and Regulate Runway Safety Areas Adjacent to the Ukiah Municipal Airport.

Recommended Action: Introduce by title only, and adopt an urgency ordinance of the City Council of the City of Ukiah adding Article 7, entitled "Runway Safety Areas" in Division 6, Chapter 1 of the Ukiah City Code.

Attachments:

1. Runway Safety Area Urgency Ordinance

- 13.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. 2020 City Council Special Assignments

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

- 14.a. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d))
A. Initiation of litigation pursuant to paragraph (4) of subdivision (d) of Government Code Section 54956.9: (Number of potential cases: 1.)
B. Significant exposure to litigation pursuant to paragraph (2) or (3) of subdivision (d) of Section 54956.9: (Number of potential cases: 1)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.b. **Conference with Legal Counsel—Anticipated Litigation**
(Government Code Section 54956.9(d)) Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Number of potential cases: 2)
Recommended Action: Confer in Closed Session
Attachments: None
- 14.c. **Conference with Legal Counsel – Existing Litigation**
(Government Code Section 54956.9(d)(1))
Name of case: Vichy Springs Resort v. City of Ukiah, Et Al; Case No. SCU-K-CVPT-2018-70200
Recommended Action: Confer in Closed Session
Attachments: None
- 14.d. **Conference with Legal Counsel – Existing Litigation**
(Cal. Gov't Code Section 54956.9(d)(1))
Name of case: City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCU-K- CVPT-15-66036
Recommended Action: Confer in Closed Session
Attachments: None
- 14.e. **Conference with Real Property Negotiators**
(Cal. Gov't Code Section 54956.8)
Property: APN Nos: 002-192-14-00 (280 E. Standley)
Negotiator: Sage Sangiacomo, City Manager;
Negotiating Parties: Onetogther Solutions
Under Negotiation: Price & Terms of Payment
Recommended Action: Confer in Closed Session
Attachments: None
- 14.f. **Conference with Labor Negotiator (54957.6)**
Agency Representative: Sage Sangiacomo, City Manager
Employee Organizations: All Bargaining Units
Recommended Action: Confer in Closed Session
Attachments: None

15. **ADJOURNMENT**

Please be advised that the City needs to be notified 72 hours in advance of a meeting if any specific accommodations or interpreter services are needed in order for you to attend. The City complies with ADA requirements and will attempt to reasonably accommodate individuals with disabilities upon request. Materials related to an item on this Agenda submitted to the City Council after distribution of the agenda packet are available for public inspection at the front counter at the Ukiah Civic Center, 300 Seminary Avenue, Ukiah, CA

95482, during normal business hours, Monday through Friday, 8:00 am to 5:00 pm.

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



AGENDA SUMMARY REPORT

SUBJECT: Review and Update, if Warranted, the Ukiah City Council Strategic Plan.

DEPARTMENT: City Manager / Admin

PREPARED BY: Sage Sangiacomo, City Manager

PRESENTER: Sage Sangiacomo, City Manager

ATTACHMENTS:

1. City Council Strategic Plan 2019 Final PDF

Summary: Each year during the annual budget process, the Ukiah City Council reviews and updates the City's Strategic Plan.

Background: The Strategic Plan provides a comprehensive framework that prioritizes focus on core functions and ensures City Departments are working together to meet the needs of our residents and businesses. The priorities identified in the Plan will guide decision-making to desired outcomes through strategies and specific actions.

The priorities, strategies and actions that make up the strategic plan evolve over time with the changing needs of the community and organization. During the annual budget process, the City Council reviews and modifies the Plan as necessary and sets annual objectives for all departments that are in line with the City's priorities.

Discussion: The City Council will review and discuss the Strategic Plan (Attachment #1).

Note: last year a fifth strategic priority titled Enhance Our Neighborhoods that focuses on quality of life related services, programs, and places was added by the City Council.

Recommended Action: Review the Ukiah City Council Strategic Plan and provide direction as may be warranted to update the document.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: /A

FINANCING SOURCE: /A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: /A

COORDINATED WITH: Finance Department

Approved: 
Sage Sangiacomo, City Manager



The Strategic Plan provides a comprehensive framework that prioritizes focus on core functions and ensures City Departments are working together to meet the needs of our residents and businesses. The priorities identified in the Plan will guide decision-making to desired outcomes through strategies and specific actions.

The priorities, strategies and actions that make up the strategic plan evolve over time with the changing needs of the community and organization. During the annual budget process, the City Council reviews and modifies the Plan as necessary and sets annual objectives for all departments that are in line with the City's priorities. In addition, successful development and implementation of the Strategic Plan requires continued engagement, collaboration, and review with our commissions and citizens.

Outcomes

The primary outcomes for the Strategic Planning Process are threefold:

1. Create alignment among Councilmembers, City Staff, and the Community about the top strategic priorities for the City of Ukiah.
2. Develop a set of operational principles that will guide the practices and decisions of the Council in focusing the strategic priorities.
3. Identify specific mechanisms for tracking these strategic priorities over time that will allow the Council and City Staff to make the necessary adjustments to achieve the strategic priorities.

General Principles

A set of accepted guidelines formed to capture values and priorities that transcend broadly to the strategic plan.

- Our strategies and approaches maintain or enhance the positive characteristics of our community.
- Our decisions reflect fiscal responsibility, reliability, sustainability, and affordability with an understanding and consideration of impacts to the entire organization.
- We look to partner with our community members to promote greater ownership and involvement in their services.
- We look for strategies that increase efficiencies while enhancing customer service.
- Where applicable, we adjust rates and fees to reflect changes in the economy and cost of services.

Components of the Plan

- **Priorities** are guiding statements that describe desired outcomes for our community and organization. A priority may not be completely attainable, but it is used as a point towards which to strive.
- **Strategies** describe what is needed to move the City in the direction of completing each priority.
- **Actions** outline specific steps to be taken to achieve the strategy. Actions are further detailed as objectives within each departmental budget.

Strategic Plan Priorities

Enhance Our Neighborhoods: Foster a sense of small-town life by embracing our diversity and supporting our residents with quality services and vibrant places (People, Places, & Services).

Develop Quality Infrastructure: Implement a prioritized plan for maintaining and improving public infrastructure and utilities.

Plan for the Future: Utilize sound principles for valley-wide planning

Grow our Businesses: Facilitate the development of a sound local economy that attracts investment, promotes economic diversity, supports businesses, creates employment opportunities, and generates public revenues.

Value our Team: Ensure Council and staff work together to create a more responsive and effective workplace environment.



Enhance Our Neighborhoods

Foster a sense of small-town life by embracing our diversity and supporting our residents with quality services and vibrant places (People, Places, Services).

Recommended Strategy:

Build neighborhoods that provide access to a compatible balance of housing, employment, commercial, medical, education, and recreational resources.

Actionable Items:

- Implement a housing plan that works to support the development of all types of housing
- Engage with our neighborhoods to align services with their changing needs
- Seek funding opportunities and partnerships to update and add park and recreational facilities
- Work to preserve, conserve, and protect the natural resources/features of the Ukiah Valley and open space.
- Develop a transportation network that provides safe and efficient access to all parts of the city and emphasizes infrastructure that makes it easy to walk and bike.

Recommended Strategy:

Provide services that support a high quality of life for all residents

Actionable Items:

- Ensure the safety of our community through proactive and responsive policing and fire services.
- Promote healthy neighborhoods with access to quality recreational opportunities
- Work with partnering agencies and stakeholders to address the needs of the community's most disadvantaged.



Develop Quality Infrastructure

Implement a prioritized plan for maintaining and improving public infrastructure and utilities.

Recommended Strategy:

Continue the development and maintenance of a comprehensive Capital Improvement Plan.

Actionable Items:

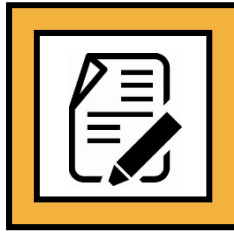
- *Determine current conditions, needs and opportunities, and focus on specific capital improvement projects for the following areas:*
 - o Streets
 - o Sewer
 - o Storm drains
 - o Water
 - o Electric
 - o Landfill

Recommended Strategy:

Identify and/or develop funding for essential and vital infrastructure for the long-term.

Actionable Items:

- Conduct regular evaluation of utility rates to ensure sustainability of services
- Explore and seek grant funding
- Evaluate a potential trench cut fee to protect the community's investment



Plan for the Future

Utilize sound principles for valley-wide planning.

Recommended Strategy:

Review and revise land use planning documents to be reflective of the long-term vision for the community

Actionable Items:

- Update the Ukiah General Plan
- Update the City of Ukiah's sphere of influence (SOI)
- Prepare and adopt annexation policies
- Evaluate and amend the city zoning code to improve efficiencies/public service and protect natural resources

Recommended Strategy:

Analyze and consider opportunities for regional partnerships that support or improve the delivery of municipal services

Actionable Items:

- Develop tax sharing agreement with the County of Mendocino
- Implement the participation agreement with the Ukiah Valley Sanitation District
- Continue the development of a plan for the delivery of fire services for the Ukiah Valley



Grow Our Businesses

Facilitate the development of a sound local economy that attracts investment, promotes economic diversity, supports businesses, creates employment opportunities, and generates public revenues.

Recommended Strategy:

Identify and remove barriers to economic development while leveraging economic opportunities

Actionable Items:

- Leverage partnerships with other local agencies and stakeholders to provide economic development resources and services for the retention and recruitment of businesses.
- Identify and support the development of public infrastructure needed to support growth

Recommended Strategy:

Develop and preserve the downtown historic place as a regional center of civic and economic activity.

Actionable Items:

- Develop a plan to identify and attract anchor tenants to the downtown core
- Continue efforts to affect positive change with the Palace Hotel
- Coordinate with the County and State for a reuse plan for the Courthouse
- Evaluate and implement Downtown Streetscape Improvement Plan
- Support public infrastructure development at the Perkins Street Depot site in support of the courthouse development and buildout of the property.
- Develop and implement an improved downtown parking plan



Value our Team

Ensure Council and staff work together to create a more responsive and effective workplace environment.

Recommended Strategy:

Promote core values that are embedded in the operational culture of the organization

Actionable Items:

- Redefine organizational practices to embed core values

Recommended Strategy:

Develop open communication and workflow practices that cultivate invested team members and community awareness/involvement

Actionable Items:

- Develop and expand a public education and outreach plan
- Continue to redesign City Council workflow calendaring and ad-hoc/committee files



AGENDA SUMMARY REPORT

SUBJECT: Mid-year Budget Report and Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 2019-20 and Review of Draft Objectives for Fiscal Year 2020-21.

DEPARTMENT: Finance **PREPARED BY:** Daphine Harris, Management Analyst
PRESENTER: Dan Buffalo, Finance Director and Daphine Harris, Financial Services Manager.

ATTACHMENTS:

None

Summary: Council will review and discuss Council's strategic goals and receive updates from select departments on 2019-20 accomplishments and future objectives. Departments presenting include Electric Utility Department, Human Resources, Community Services, Finance IT.

Background: As part of the mid-year review of the current budget year and development of the budget for next year, each City department scheduled for presentation will present their individual budget information through December 31, 2019, progress on stated budget objectives for the current year, and plans for the next fiscal year and beyond. Every department has been scheduled and will present over the course of February, March and April.

Discussion: Departments presenting at this meeting are the Electric Utility Department, Human Resources, Community Services and Finance/IT.

Midyear Review of 2019-20 Department Objectives and Accomplishments and Review of Draft 2020-21 Department Objectives (Note- This is an active draft document and departments will continue to make minor revisions through 3/3):

<https://stories.opengov.com/ukiahca/published/inP-Gb9-0>

Recommended Action: Council to discuss Council's strategic goals and review, consider, and discuss updates on stated objectives for the 2019-20 fiscal year. In addition, the Council will review preliminary draft objectives for the Fiscal Year 2020-21.

BUDGET AMENDMENT REQUIRED: N/A

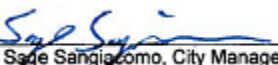
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Dan Buffalo, Finance Director

Approved: 
Sage Sangiacomo, City Manager



AGENDA SUMMARY REPORT

SUBJECT: Approve Contract with Coastline Engineering for the Update of the Plans and Specifications for the Reconstruction of Clara Ave.

DEPARTMENT: Public Works **PREPARED BY:** Tim Eriksen, Public Works Director/City Engineer, Mary Horger, Financial Services Manager
PRESENTER: _____

ATTACHMENTS:

1. Coastland Proposal V1

Summary: City Council will consider awarding a design contract to Coastland Civil Engineering in the \$25,240 for the reconstruction of Clara Avenue from State Street to Orchard Avenue.

Background: In 2010 Coastland responded to a Request for Proposal (RFP) for the improvement for Clara Avenue and replacement of the water line in Clara Avenue. This project was driven by a water line issue and the funds available from the general fund were extremely limited for any street repairs. The City Engineer determined that the project should be split into two phases. Phase 1 was to replace the water infrastructure, install a storm drain system and fully reconstruct a one block portions of the entire length of the street. Phase 1 was finished in 2012. The Phase 2 plans were complete by Coastland but funding was not available to accomplish this work. Staff has continued to search for funds to complete this work.

In the last few weeks, staff has identified funds for the completion of the surface portion of this work. These funds are the 2019-2020 State Community Development Block Grant (CDBG) Program.

Discussion: The CDBG funds have several requirements to qualify for the funding. One of the requirements is that the project is "shovel ready". This project is shovel ready, but it is a bit dated, and some design features need to be updated. Staff engaged Coastland and asked for a proposal to update the plans, specifications, and engineers estimate (PSE). These have to be completed by April 15th to meet the internal deadline for the funding. Coastland has the ability to meet this timeline and update the PSE to reflect current conditions. They provided a proposal on Monday to complete this work (Attachment 1).

The funds that are proposed to be used for the update of the (PSE) are Measure Y and the Wastewater Fund. This project will complete a much needed project in the Wagenseller Neighborhood.

Recommended Action: Award a contract to Coastland Civil Engineering in the amount not to exceed \$25,240, for Design Services for the Clara Avenue Phase 2 Project.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 12024200.80230.18184: \$13,830.92; 84427221.80230.18184: \$0

PROPOSED BUDGET AMOUNT: 84427221.80230.18184: \$11,410

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH:

Approved: 
Sage Sangiacomo, City Manager



COASTLAND

CIVIL ENGINEERING - CONSTRUCTION MANAGEMENT - BUILDING DEPARTMENT SERVICES

March 2, 2020

Mr. Tim Erickson
Director of Public Works/City Engineer
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Subject: Proposal for Engineering Design Services for the Clara Ave Phase 2 Project

Dear Tim,

In follow-up to your request and our phone meeting on February 25, 2020, I am pleased to provide you with this letter proposal for the design of improvements associated with the Clara Avenue Phase 2 project.

Project Understanding

Coastland prepared the 100% complete Clara Avenue Phase 2 improvement plans and engineer's estimate of construction costs in July 2012. At that time the City did not have funds available for the construction improvements and the project was shelved. We now understand the City has CDBG and local funds to cover the construction costs and would like to move forward with refreshing the improvement plans as well as preparation of specification documents and put the project out to bid. The City also wants to add replacement of the sewer main, laterals and manholes along the entire length of Clara Ave. Sewer lateral replacements will include a cleanout placed at the back of sidewalk. Where possible the sewer main will need to be placed horizontally 10 feet from the water main. There may be some areas along Clara where its infeasible to obtain the 10' horizontal separation due to other utilities, and the new sewer main will need to be specified as a higher-pressure class of pipe per State Water Resources Board, Division of Drinking Water requirements. The City would also be required to file a waiver with the State Water Resources Board.

As it has been almost 8 years since the improvement plans were completed, we will need to spend some effort updating the documents to current standards and site conditions. We will conduct a site review of the entire length of the project and assess any changed conditions that need to be reflected on the improvement plans. We understand there have been some improvements at the Mason Street intersection for the NWPR Trail project since the plans were completed in July 2012. We will need to update the plans to reflect these improvements as well as eliminate the bulb outs and adjust the ramp configurations at Mason to conform/connect to the newly constructed trail. The City will be providing survey information for the areas that have changed conditions (Clara and Mason intersection). The City's survey will need to be on the same horizontal and vertical datum as the original survey that Cinquini and Passarino did for the Clara Avenue project in 2009.

The City will provide us with their most current front-end boiler plate specifications as well as any required language/forms that need to be included per CDBG funding requirements. Technical specifications will be prepared in accordance with Caltrans 2018 Standard Specifications.

Santa Rosa
1400 Neotomas Avenue
Santa Rosa, CA 95405
Tel: 707.571.8005

Auburn
11641 Blocker Drive, Ste. 170
Auburn, CA 95603
Tel: 530.888.9929

Pleasant Hill
3478 Buskirk Avenue, Ste. 1000
Pleasant Hill, CA 94523
Tel: 925.233.5333

Fairfield
324 Campus Lane, Ste. A
Fairfield, CA 94534
Tel: 707.702.1961

www.coastlandcivil.com

With respect to environmental clearances for this project, it is our understanding that the City will be obtaining any necessary environmental clearances. Accordingly, environmental clearances are not included in our scope of services.

Based on the above understanding of the project, we have prepared the following scope of work and estimated fee for your consideration:

SCOPE OF WORK

Task 1 – Meetings with City

We will attend one (1) meeting with the City Public Works staff to discuss project details, goals and to coordinate efforts.

Task 2 – Background Information

Coastland will assemble all of the available recent City information pertaining to the project including as-built drawings, GIS files and any additional pertinent information for the project.

We will conduct a field review and take digital photos of the project site. We will also observe existing conditions against the July 2012 improvement plans and note any changed conditions.

Due to the project being on hold for almost 8 years, Coastland will coordinate with outside utility companies to ensure that we have the most current information on existing facilities. This task will include writing letters to PG&E, AT&T and Comcast, informing them of the project and requesting their facility drawings.

Task 3 – Topographic Survey

The City will survey and provide electronic files of the survey information to Coastland to incorporate into the improvement plans. The City's survey shall be on the same horizontal and vertical datum as the original survey for the project that was done by Cinquini and Passarino.

Task 4 – 100% Submittal

Following our background efforts and receipt of the City's topographic survey, we will prepare the 100% submittal. The 100% improvement plans will show the proposed lines, grades and extent of the proposed curb, gutter, sidewalk, roadway and sewer improvements. If required, we will prepare the waiver forms and submittal to State Water Resources Board for sewer mains with less than 10 feet of horizontal separation from the water main. As part of the submittal, we will prepare front end and technical specifications and an estimate of probable construction costs. This proposal assumes the City will provide the front-end specification boiler plate Word document.

Coastland's Construction Management Department will perform a constructability review of the contract documents. Through this review, we will help minimize change orders and potential claims.

We will provide stamped and signed archival quality mylar drawings, and camera-ready signed and stamped specifications. We will also provide the City with electronic copies of the documents (PDF-plans, Word-specifications and Excel-engineer's estimate).



Task 5 – Bidding Support

It is our understanding the City will advertise, reproduce and distribute bid documents. During the bidding process, we will provide bid assistance to the City to answer any questions that may arise. This will include assisting the City with clarifications or preparing an addendum that may be necessary.

Schedule

Coastland is prepared to begin work upon receipt of a Notice to Proceed. We have prepared the following schedule based on the above scope of work. This schedule assumes a notice to proceed by March 9th, 2020.

Clara Ave Phase 2 - Project Design Schedule									
Task	Task Description	Weeks	Mar-20	Apr-20	May-20	Jun-20	Jul-20	Aug-20	
	Notice to Proceed	3/9/2020	■						
1	Meeting with City			■					
2	Background Information	3 weeks	■	■					
3	Topographic Survey (by City)	2 weeks	■	■					
4	100% Submittal	3 weeks		■	■				
~	City Signature and Authorization to Bid	2 weeks		■	■				
5	Bidding Support	4 weeks			■	■	■	■	

Exceptions

The following work is not included in our proposal. However, Coastland would be pleased to provide these services if the Town desires:

- Environmental assessments and clearances
- Public participation efforts.
- Meetings beyond those noted above.
- Potholing and associated survey efforts.
- Council presentation or other staff presentations.
- Construction Design Support
- Record Drawings

WORK ESTIMATE

Based on our Scope of Work, we have prepared a detailed budget that identifies staffing rates, total cost per task, and direct expenses (see work estimate on the following page). We are proposing that the design services associated with this project can be completed for a not-to-exceed fee of \$25,240. This amount assumes all of the work for this project will fall under the Scope of Work described in our proposal. If additional work is necessary that falls outside of this scope of work, we can either re-negotiate a new scope of work or provide these services on a time and materials basis per our adopted schedule of hourly rates.





DESIGN WORK ESTIMATE

Clara Ave Phase 2		Proposal for Professional Engineering Services					City of Ukiah		
Task Information		Billing Classification & Rate							
TASK	Project Manager	Senior Engineer	Assistant Engineer	CAD Designer	Admin	Const. Manager	TOTAL	TOTAL	NOTES
	\$195	\$160	\$140	\$140	\$90	\$165	HOURS	FEE	
1 MEETINGS WITH CITY									
Design Progress Meetings (1)	4						4	\$780	
Subtotal							4	\$780	
2 BACKGROUND INFORMATION									
Background Information	2		2	4			8	\$1,230	
Field Review & Photo Log	6		6				12	\$2,010	
Utility Coordination	1		4	4			9	\$1,315	
Subtotal							29	\$4,555	
3 TOPOGRAPHIC SURVEY									
Topographic Survey-by City							0	\$0	
Coordinate with Surveyor	2			4			6	\$950	
Subtotal							6	\$950	
4 100% SUBMITTAL									
Improvement Plans	8		12	48			68	\$9,960	
Specifications	4		16		2		22	\$3,200	
Cost Estimate	1		8	2			11	\$1,595	
QA/QC Review		4				4	8	\$1,300	
Subtotal							109	\$16,055	
5 BIDDING SUPPORT									
Bid & Contract Assistance	4		4	4			12	\$1,900	
Subtotal							12	\$1,900	
Direct Costs (repro. mileage)								\$1,000	
Total Design Cost	32	4	52	66	2	4	45	\$25,240	

If the City wishes to modify the proposed Scope of Work, we would be happy to discuss such a change and how it would affect the overall project cost. We greatly appreciate the opportunity to provide this proposal and look forward to serving the City of Ukiah again. Please feel free to contact me if you have any questions or are in need of additional information.

Sincerely,

Heidi E. Utterback

Heidi Utterback, PE
Supervising Engineer / Principal

Attachments: Schedule of Hourly Rates

Cc: John Wanger





COASTLAND

SCHEDULE OF HOURLY RATES

July 01, 2019 through June 30, 2020

PROFESSIONAL SERVICES

Principal Engineer	\$200-220/hour
Supervising Engineer	\$170-200/hour
Senior Engineer	\$155-180/hour
Associate Engineer	\$140-155/hour
Assistant Engineer	\$125-140/hour
Junior Engineer	\$115-130/hour
Engineering Assistant	\$120-150/hour
Senior Engineering Technician	\$140-160/hour
Engineering Technician	\$120-140/hour
Engineering Aide	\$95-115/hour
Resident Engineer	\$155-180/hour
Construction Manager	\$160-180/hour
Construction Inspector*	\$130-165/hour
Construction Administrator	\$85-95/hour
Building Plan Check Engineer/Architect	\$140-175/hour
Building Official and/or CASp	\$150-180/hour
Supervising Building Inspector	\$150-170/hour
Senior Building Inspector	\$120-145/hour
Building Inspector (I & II)	\$95-125/hour
Senior Plans Examiner	\$125-140/hour
Plans Examiner (I & II)	\$105-120/hour
Supervising Permit Technician	\$115-130/hour
Senior Permit Technician	\$95-115/hour
Permit Technician (I & II)	\$85-95/hour
Administrative	\$85-95/hour

VEHICLE	\$15-20/hour
MILEAGE	\$0.68/mile**
OUTSIDE SERVICES	Cost + 15%
MATERIALS	Cost + 15%

- Computer time is included in the hourly rates used above.
- When applicable, mileage or vehicle rates will be charged, but not both.
- * Includes services subject to prevailing wage rates.

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special and Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
February 19, 2020
5:00 p.m.**

REGULAR AND SPECIAL MEETINGS:

1. ROLL CALL

Ukiah City Council met at a Special Meeting followed by a Regular Meeting on February 19, 2020, having been legally noticed on February 14, 2020. Mayor Crane called the meeting to order at 5:06 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney (*arriving at 5:37 p.m.*); and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Mayor Crane.

5:00 - BUDGET WORKSHOP:

a. Mid-year Budget Report and Mid-Year Departmental Budget and Objectives Progress Review for Fiscal Year 2019-20 and Review of Draft Objectives for Fiscal Year 2020-21.

Presenters: Dan Buffalo, Finance Director and Daphne Harris, Finance Management Analysis.

Public Comment:

The following reports were received:

City Manager's Office:

City Council – Sage Sangiacomo, City Manager (5:20 p.m.)

City Manager – Sage Sangiacomo, City Manager (5:22 p.m.)

City-wide Admin – Sage Sangiacomo, City Manager (5:28 p.m.)

Community Outreach – Sage Sangiacomo, City Manager (5:30 p.m.)

City Clerk – Kristine Lawler, City Clerk (5:33 p.m.)

Economic Development – Shannon Riley, Deputy City Manager (5:35 p.m.)

Emergency Management – Tami Bartolomei, Community Services Administrator (5:38 p.m.)

Successor Agency – Sage Sangiacomo, City Manager (5:43 p.m.)

City Attorney – Sage Sangiacomo, City Manager (5:44 p.m.)

Community Development Department:

Planning Services – Craig Schlatter, Community Development Director (5:45 p.m.)

Building Services – Matt Keizer, Building Official (5:48 p.m.)

Housing Services – Craig Schlatter, Community Development (5:54 p.m.)

Note: The Electric Utility Department presentation was continued to the next budget workshop presentations.

RECESS: 5:58 – 6:02 P.M.

6:00 - REGULAR MEETING, Continued:

City Clerk, Kristine Lawler, announced that attendance remained the same with all councilmembers present.

URGENCY ITEM:

Motion/Second: Mulheren/Brown to accept an urgency item due to timelines, and place as agenda item 13b. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

a. Proclamation of the Ukiah City Council Recognizing March as Women's History Month

Presenter: Councilmember Mulheren.

Public Comment: Lynda McClure.

Proclamation was received by Lynda McClure, 37th Annual Women's History Gala Celebration Chair.

b. Proclamation Recognizing American Legion Lewis White Post 76 Centennial Day

Presenter: Mayor Crane.

Public Comment: *Ralph Paulin.*

Proclamation was received by Ralph Paulin, Post Commander.

c. Presentation Regarding Growth of Transient Occupancy Tax Revenue

Presenter: Shannon Riley, Deputy City Manager.

Public Comment:

Presentation was received.

4. PETITIONS AND COMMUNICATIONS

The Clerk stated that all communications received had been distributed.

5. APPROVAL OF MINUTES

a. Approval of the Minutes for the February 5, 2020, Regular Meeting.

Motion/Second: Mulheren/Brown to approve Minutes of February 5, 2020, a regular meeting, as submitted. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

6. RIGHT TO APPEAL DECISION

7. CONSENT CALENDAR

a. Report of Disbursements for the Month of January 2020 – *Finance.*

b. Adoption of Resolution (2020-09) to Extend the Declaration of a Local Emergency Related to the 2019 Winter Storm Event – *Community Services.*

- c. Delegate City Manager Authority to Negotiate and Approve Assignment of the License Agreement (COU No. 1920-209) with AT&T and Sublicense Agreements (COU Nos. 1920-210 and 1920-211), Including an Agreement (COU No. 1920-212) with Verizon Wireless for Ground Space Use – *Administration*.
- d. Approval of Notice of Completion for Northwestern Pacific Rail Trail Project Phase 3, Specification No. 18-04 – *Public Works*.
- e. Adoption of Resolution (2020-10) Approving Records Destruction – *City Clerk*.
- f. Award a Three-Year Agreement (COU No. 1920-213) for Electric Utility Line Tree Trimming throughout the City of Ukiah's Electric Utility System to Family Tree Resource, Inc. – *Electric Utility*.
- g. Award the Purchase of a Manta All-in-one Protective Relay Tester to Associated Power Solutions, (APS) in the Amount of \$63,794.88 – *Electric Utility*.
- h. Authorize the City Manager to Negotiate and Enter into an Agreement (COU No. 1920-214) with the US Army Corps of Engineers for an Easement to Construct a Storage Facility on the Lake Mendocino Hydroelectric Plant Property – *Electric Utility*.
- i. Authorize the City Manager to Execute a Municipal Lease Agreement (COU No. 1920-215) with Financial Pacific Leasing, Inc., DBA Umpqua Bank Equipment Leasing & Finance to Finance the Purchase of a Skeeter Type V Wildland Fire Engine, and Approve Corresponding Resolution (2020-11) – *Fire*.
- j. Update on Emergency Repair of Percolation Pond Levees at the Wastewater Treatment Plant, and Determine that Emergency Conditions Continue to Require the Repair of the Percolation Pond Levees – *Water Resources*.

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

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

Public Comment: Susan Sher and Ann Kelly – Wagenseller Neighborhood; John McCowen, Mendocino County 2nd District Supervisor – Orr Creek Bridge, Camping Ordinance.

9. COUNCIL REPORTS

Presenters: Councilmembers Mulheren and Brown.

10. CITY MANAGER/CITY CLERK REPORTS

Presenter:

- Homeless Encampment Tour – Sage Sangiacomo, City Manager.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- a. **Possible Adoption of Ordinance Amending City Parks and Recreation Facilities to Include the Great Redwood Trail and the Outdoor Grounds of the Civic Center.**

Presenter: Darcy Vaughn, Assistant City Attorney.

Public Comment: Liz Sadlier; John Johns; Neil Davis, Walk & Bike Mendocino; and John McCowen, Mendocino County 2nd District Supervisor.

Motion/Second: Mulheren/Brown to adopt the Ordinance amending Chapter 12, in Division 1 of the City Code to regulate use of the Great Redwood Trail and Outdoor Grounds of the Ukiah Civic Center as city parks. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

ORDINANCE NO. 1199

ORDINANCE OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING CHAPTER 12 IN DIVISION 1 OF THE CITY CODE TO REGULATE USE OF THE GREAT REDWOOD TRAIL AS A CITY PARK

b. Award a Contract for the Downtown Streetscape and Road Diet, Specification #19-18, to Ghilotti Construction in the Amount of \$6,448,215.95 and Approve Corresponding Budget Amendment

Presenter: Tim Eriksen, Public Works Director / City Engineer.

Public Comment: Laura Fogg; Carol Misseldine; Pinky Kushner; Mary Misseldine; Ann Kelly; Teel Gordon; Tarney Sheldon; Liz Sadlier; Ellen Sizemore; Neil Davis, Walk & Bike Mendocino; David Burton, Museum Director; Susan Sher; John McCowen, Mendocino County 2nd District Supervisor; Michelle Hablitzel; John Johns; and Ross Christensen.

Motion/Second: Brown/Mulheren to award a contract (COU No. 1920-216) for the Downtown Streetscape and Road Diet, Specification #19-18 to Ghilotti Construction in the amount of \$6,448,215.95 plus City Engineer approved change orders up to 10% of the original Bid, \$644,822, for a total of \$7,093,037.54 and associated budget amendment. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Award a Contract for the Downtown Utility Upgrade and Electrical Underground, Specification #19-17 to Wahlund Construction Inc., in the amount of \$3,934,856.50.

Presenter: Tim Eriksen, Public Works Director / City Engineer.

Public Comment: Bob Crittenden, Wahlund Construction Project Manager/Estimator.

Motion/Second: Brown/Mulheren to award a contract (COU No. 1920-217) for the Downtown Utility Upgrade and Electrical Underground, Specification #19-17 to Wahlund Construction Inc. in the amount of \$3,934,856.50, plus City Engineer approved change orders up to 10% of the original Bid \$393,486 for a total of and associated budget amendment \$4,328,342. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

13. NEW BUSINESS

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

No reports were received.

RECESS: 7:19 – 7:35 P.M.

b. Urgency Item: Status report, Discussion and Possible Action Regarding Refunding of 2006 Wastewater Revenue Bonds.

Presenter: Sage Sangiacomo, City Manager.

RECESS: 7:40 – 7:54 P.M.

Motion/Second: Scalmanini/Orozco to continue this item to Thursday, February 20, 2020, at 4:00 p.m. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 7:56 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

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

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

b. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)(2)

Significant exposure to litigation pursuant to Government Code Section 54956.9(d)(2) (Number of potential cases: 2)

c. Conference with Legal Counsel – Existing Litigation

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

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

d. Conference with Legal Counsel – Existing Litigation

(Cal. Gov't Code Section 54956.9(d)(1))

Name of case: *City of Ukiah v. Questex, LTD, et al, Mendocino County Superior Court, Case No. SCUK- CVPT-15-66036*

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Onetoegether Solutions

Under Negotiation: Price & Terms of Payment

f. Conference with Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

Direction was given to staff.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 8:38 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Adjourned Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
February 20, 2020
4:00 p.m.**

The following items were continued from the Adjourned Regular meeting of February 19, 2020.

1. ROLL CALL

Ukiah City Council met at a continued Adjourned Regular Meeting on February 20, 2020, having been legally noticed on February 19, 2020. Mayor Crane called the meeting to order at 4:23 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; Dan Buffalo, Finance Director; Tim Eriksen, Public Works Director/City Engineer; Sean White, Water Resources Director; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Ernie Wipf, Ukiah Valley Sanitation District Chair.

13. NEW BUSINESS

b. Urgency Item: Status report, Discussion and Possible Action Regarding Refunding of 2006 Wastewater Revenue Bonds.

Presenters: Sage Sangiacomo, City Manager and David Rapport, City Attorney.

Public Comment: Ernie Wipf, Ukiah Valley Sanitation District Chair.

***Council Consensus** to accept the status update and direct staff to continue operating under the direction to close funding.*

15. ADJOURNMENT

There being no further business, the meeting adjourned at 4:51 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approve Professional Services Contract Amendment with Mintier Harnish Planning Consultants for Advance Planning Services Related to Implementation of the City of Ukiah 2019-2027 Housing Element in an Amount Not to Exceed \$96,340, to be Paid from SB 2 Planning Grant Funds.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Contract #1819190 - Mintier Harnish
2. City of Ukiah PGP (full application package)
3. UKGP_SB 2 alternative work plan_budget
4. City of Ukiah PGP Section F- timeline and budget

Summary: Council will consider approving an amendment to the agreement with Mintier Harnish Planning Consultants for advanced planning services related to implementation of the City's 2019-2027 adopted Housing Element in an amount not to exceed \$96,340, to be paid from SB 2 Planning Grant Funds.

Background: The City Council approved contract #1819190 (Attachment 1) on March 20, 2019, for an amount of up to \$444,890. The Scope of Work identified in the contract primarily consists of an update to the 1995 City of Ukiah General Plan, including a rewrite of a majority of the elements and preparation of an environmental impact report for the updated General Plan. The Scope also includes assistance to Community Development Department Staff in updating the City's Housing Element and other related advance planning services as needed.

After engaging with and receiving input from the community during preparation of the City's 2019-2027 Housing Element, which was adopted by City Council on October 23, 2019, and certified by the California Department of Housing and Community Development (HCD) on December 5, 2019, the City applied for funding (City Council Resolution No. 2019-40) through the SB 2 Planning Grants Program (PGP) to facilitate efforts to streamline the production of housing. The City received notification of an award of \$160,000 on October 28, 2019, and on December 4, 2019, executed a standard agreement with the State. City Council approved a budget amendment for the SB 2 PGP grant award through Standard Agreement #19-PGP-13298 on February 5, 2020.

Programs identified in the SB 2 PGP application and corresponding Standard Agreement related to Priority Policy Area (PPA) #1, "Zoning Code Revisions to Streamline Housing Production," are included in the City's 2019-2027 adopted Housing Element. The PGP funding effectually accelerates the dates of completion for each of these programs within the City's 2019-2027 Housing Element. See Attachment 2 for a copy of the City's awarded SB 2 PGP application.

Discussion: During preparation of the PGP application, Staff had designed PPA #1 such that the research, analysis and development of amendments would be prepared by a planning consultant, while the review and City Council adoption process would be handled by Staff. In Attachment 3, Mintier Harnish has outlined an

Alternative Work Plan and Budget for moving forward with these activities. Because the Alternative Work Plan is tied directly to the PGP grant, the contract amendment requires that Mintier Harnish complete activities on schedule. See Page 3 of Attachment 3 and Attachment 4. Because the City received an award of funding for preparation of tasks and programs for PPA #1, the net impact to the City's General Fund will be zero.

This contract amendment is needed to authorize Mintier Harnish to move forward with implementation of activities identified in PPA #1. Staff respectfully requests City Council approval on the proposed contract amendment.

Recommended Action: Approve the professional services contract amendment with Mintier Harnish Planning Consultants in an amount not to exceed \$96,340, to be paid from SB 2 Planning Grant Funds.

BUDGET AMENDMENT REQUIRED: No

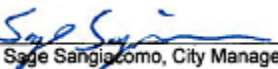
CURRENT BUDGET AMOUNT: 31523100.52100.18181: \$110,450

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: COU No. 1819-190

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

COU No. 1819190

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 21st day of March, 2019 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Mintier Harnish, a limited partnership [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc.] organized and in good standing under the laws of the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City requires consulting services related to professional planning services for a General Plan Update, Environmental Impact Report, and other related advanced planning services.
- b. Consultant represents that it has the qualifications, skills, experience and properly licensed to provide these services, and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", describing contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

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

2.0 SCOPE OF SERVICES

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

3.0 CONDUCT OF WORK

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

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$444,890. Labor charges shall be based upon hourly billing rates for the various classifications of personnel employed by

Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

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

5.0 ASSURANCES OF CONSULTANT

- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not the City's agent, employee, or representative for any purpose.

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

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

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

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

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

4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

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

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

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

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

misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

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

7.0 CONTRACT PROVISIONS

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

abandonment of the project, the contract shall terminate on the date notice of termination is given to Consultant. City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct or consequential damages City may incur as a result of Consultant's breach of contract.

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

8.0 NOTICES

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

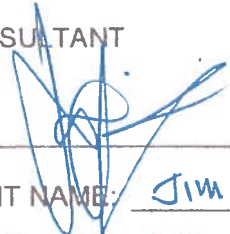
CITY OF UKIAH
DEPT. OF COMMUNITY DEVELOPMENT
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

MINTIER HARNISH PLANNING CONSULTANTS
ATTN: JIM HARNISH, JD
1415 20TH STREET
SACRAMENTO, CALIFORNIA 95811

9.0 SIGNATURES

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

CONSULTANT

BY: 

PRINT NAME: Jim Harnish, Principal/owner

26-3650233
IRS IDN Number

March 22, 2019
Date

CITY OF UKIAH

BY: 

SAGE SANGIACOMO
CITY MANAGER

4-10-19
Date

ATTEST


CITY CLERK

4-10-19
Date

ATTACHMENT A – SCOPE OF WORK, SERVICES AND WORK SCHEDULE

I. SCOPE OF WORK

The scope of work includes an update of the 1996 City of Ukiah General Plan, including a rewrite of a majority of the elements and preparation of an environmental impact report for the updated General Plan. The scope also includes assistance to Community Development Department Staff in updating the City's Housing Element and other related advance planning services as needed.

The City is interested in applying its resources wisely and in a cost-effective manner. The City also recognizes that although all elements of the general plan are important, including optional elements, not all need to be addressed in a general plan. The City is prepared to minimize or eliminate some of the discretionary elements and will work with the consultant to identify the elements in question.

Community engagement and outreach: It is in the interest of the City of Ukiah to have a robust, inclusive, and informative community engagement program. It is also in the interest of the City to have Staff and community volunteers be involved in community engagement activities. The role of the consulting team will be to organize and arrange content for the community workshops and assist Staff in organizing and facilitating meetings. The consultant will also serve as a resource to Staff, as well as monitor the direction and outcome of the public review process and incorporate the input into the updated General Plan.

The community engagement process for the General Plan update is anticipated to include at least three categories of workshops open to the public: 1) an introductory workshop/visioning session, 2) a workshop held midway through the update process that will serve to report the consultant's findings to date and present alternative recommendations, and 3) a workshop/hearing to present the preferred alternative(s). Each category of workshops will include public meetings focused on one or more groups, such as the general public, Planning Commissioners, City Councilmembers, etc. The number of meetings to be held within each workshop category to engage broad public comment will be determined based on input from City Staff and the consultant's recommendation, as well as the overall budget remaining for the project.

II. SCOPE OF SERVICES

Services to include the following, as well as the supplemental project understanding, approach and management elements as described in Exhibit 1:

1. Establish one individual who will serve as consultant's project manager and point of contact for all services performed under contract.
2. Work as an extension of City Community Development Department Staff. Maintain an open dialogue with Staff and work closely with the City review team to update existing goals and policies from the 1996 General Plan.
3. Research and prepare reports; and facilitate meetings and workshops with City Staff, Planning Commissioners, City Councilmembers, and the public to gather input, collaboratively explore ideas, and present findings.

4. Provide a Draft Environmental Impact Report (EIR), Final EIR and all supporting documents necessary to comply with the requirements of the California Environmental Quality Act.
5. Document current conditions, establish goals for the City's future, and recommend means for achieving those goals within the appropriate elements of the General Plan.
6. Provide consistency with the State Office of Planning and Research 2017 General Plan Guidelines.
7. Integrate all documents and elements to provide internal consistency in content and appearance. Eliminate redundancy between elements as much as possible.
8. Advise changes to the City's zoning regulations to comply with any changes to the Land Use Element.
9. After receiving comments from City Staff, incorporate revisions and prepare revised draft Plan(s).
10. Present the final draft General Plan Update and draft EIR at a public hearing before the Planning Commission for their recommendation to the City Council and at a public hearing before the City Council for their consideration of approval as required for Plan adoption.
11. Perform other advanced planning services as needed.

PROJECT UNDERSTANDING, APPROACH, AND MANAGEMENT

Project Understanding

The City has made their expectations for the General Plan Update quite clear. The Request for Proposals details the key issues to be addressed as well as expectations for the proposal contents. Based on this direction, we understand the Project must address the following considerations:

1. Produce a General Plan that

- Is innovative and contemporary
- Easy to understand and use
- Relevant to the community
- Articulates the community vision, principles, and policies clearly and concisely

2. Include Robust Community Engagement that

- Enables any interested persons to fully participate in the visioning and decision-making process
- Includes at least three Community Workshops
- Provides a broad range of alternatives
- Is led by City staff

3. Comply with State Planning Law by

- Following the 2017 Office of Planning and Research General Plan Guidelines
- Addressing all new requirements
 - Complete streets
 - Flood protection
 - Adaptation
 - Disadvantaged Unincorporated Communities
 - Environmental justice

4. Assist with the Housing Element Update by

- Providing technical support to City staff
- Conducting focused research
- Supporting HCD review

5. Focus on Consultant Staff Collaboration by

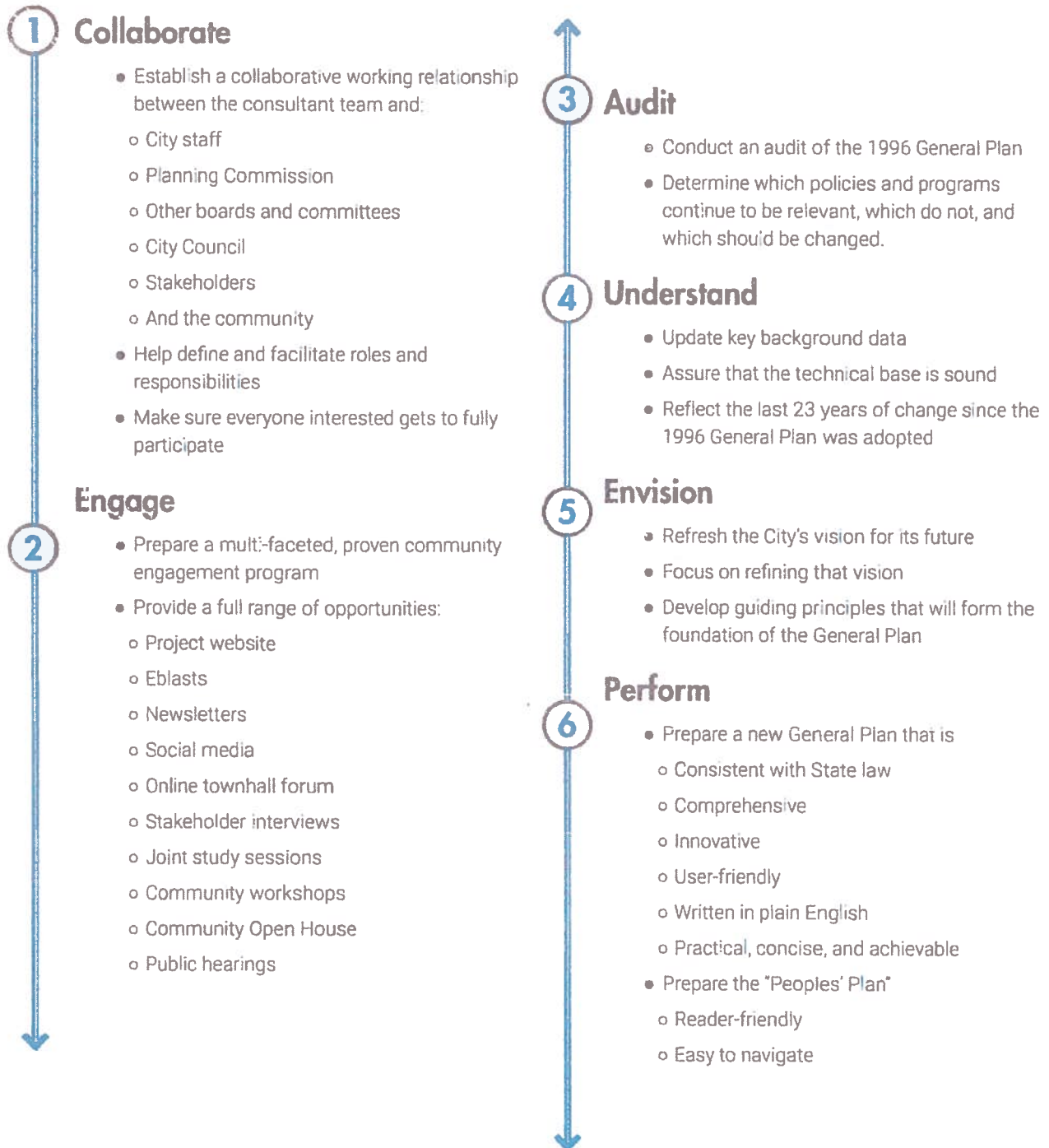
- Working as an extension of City staff
- Providing the technical support to City staff
- Assuring full and timely staff input and direction

6. Emphasize Effective Project Management through

- Regular communication
- Regular status reports
- Being detail-oriented and fastidious
- Completing the project on time and within budget

Project Approach

Technology and innovation are accelerating at an increasingly rapid pace. As the City embarks on the update of its 23-year old General Plan, the key questions facing the City are: "What is our vision for the future, and how will we influence change to achieve that vision?" Based on our understanding of the City's expectations and needs for the General Plan Update, we have organized our approach around nine actions:



7

Review

- Facilitate a thorough review of the General Plan by staff, the community, and decision-makers
- Make sure the meaning and implications of the new General Plan are clearly understood by all
- Make revisions as necessary to address any concerns or uncertainties

8

Evaluate

- Conduct a thorough evaluation of the potential environmental effects of the new General Plan
- Solicit public input on that evaluation
- Respond to all relevant comments
- Recommend changes to the General Plan based on those comments

9

Adopt

- Help the City adopt the General Plan
- Facilitate Planning Commission and City Council public hearings
- Prepare final documents



Project Management

We take project management seriously. Effective project management can make the difference in the success of a comprehensive general plan update. Ineffective project management can doom the project. While project management may not be as creative or rewarding as public outreach or policy development, it is every bit as essential to the success of a major planning project. There are three components to effective project management: clear objectives, organized approach, and proven tools.

Objectives

1. Stay on schedule. It is very easy for a general plan update that includes extensive community engagement, dozens of meetings, broad community involvement, numerous City staff, and a large consultant team to quickly fall behind schedule.

2. Manage the budget. Again, a multitude of participants, unanticipated demands, and additional meetings all can contribute to budget creep.

3. Frequent client communication. Perhaps the single most important component of effective project management is regular communication between the Consultant and City staff.

4. Quality control. We strive to produce results that are of the highest quality, internally consistent, and completely satisfy our clients.

Approach

1. Facilitate a kick-off meeting with City staff and the consultant team to discuss the work scope, schedule, budget, and communication protocols. This meeting will include representatives from every City department likely to have a role or interest in the General Plan Update.

2. Identify the roles and responsibilities of key staff and consultants.

3. Identify the core project management team (City and consultants) and establish a schedule for reoccurring check-in conference calls and face-to-face meetings.

4. Provide monthly progress/status reports.

Tools and Procedures

1. Standardized file naming protocols
2. Consistent e-mail subject line project naming
3. Email communication protocols
4. Standardized document format and style guide
5. Conference call agendas and action minutes
6. Data requests for information
7. Document review checklists
8. General plan audit
9. General plan agency consultation checklist
10. Community Workshop guides/checklists

Redundant Capabilities

For this project, Rick Rust, AICP, GISP, will be the Project Director and Brent Gibbons, AICP, will be the Project Manager. For all of our projects, we use this dual management setup so that both Rick and Brent will be up to speed on all aspects of the project at all times, optimizing the City's ability to work with Mintier Harnish when convenient to the City. While Brent will be the City's go-to person for the project, Rick will provide the City with access to our team when needed. This management team will coordinate closely with the rest of the project team to provide timely guidance on the successful completion of the General Plan Update.

[illegible]

SB 2 Planning Grants Application

A. Applicant Information

Pursuant to Article II, Section 200 of the Guidelines, local governments may partner through legally binding agreements with other forms of governments or entities. However, all local governments must submit separate, signed application packages that identify their respective responsibilities and deliverables, even if partnering with other entities.

Is the applicant partnering with another eligible local government entity?			
☐	*Yes	*If Yes, the application package must include a fully executed copy of the legally binding agreement. Provide the partners' name(s) and type(s) below for reference only.	
☒	No		

Complete the following Applicant information			
Applicant's Name		City of Ukiah	
Applicant's Agency Type		Incorporated city	
Applicant's Mailing Address		300 Seminary Ave.	
City		Ukiah	
State	California	Zip Code	95482
County		Mendocino	
Website		www.cityofukiah.com	
Authorized Representative Name		Sage Sangiacomo	
Authorized Representative Title		City Manager	
Phone	(707) 463-6221	Fax	(707) 463-6204
Email	ssangiacomo@cityofukiah.com		
Contact Person Name		Craig Schlatter	
Contact Person Title		Community Development Director	
Phone	(707) 463-6219	Fax	(707) 463-6204
Email	cschlatter@cityofukiah.com		
Partner(s) Name (if applicable)			
Partner Agency Type			
Partner(s) Name (if applicable)			
Partner Agency Type			
Proposed Grant Amount	\$	160,000	

B. Applicant Certification

As the official designated by the governing body, I hereby certify that if approved by HCD for funding through the Planning Grants Program (PGP), the _____ City of Ukiah _____ assumes the responsibilities specified in the 2019 Notice of Funding Availability and PGP guidelines, and certifies that the information, statements, and other contents contained in this application are true and correct.

Signature:  Name: _____ Sage Sangiacomo

Date: _____ 8/7/19 Title: _____ City Manager

SB 2 Planning Grants Application

C. Threshold Requirements

Pursuant to Section 201(a) through (d) of the Guidelines, all applicants must meet the following threshold criteria in items 1-4 below to be eligible for an award.

1. Does the applicant have an adopted housing element found to be in substantial compliance by the Department on or before the date of the applicant's submission of their SB 2 Planning Grant application?		
☒	Yes	Date of HCD Review Letter: 7/22/19
☐	No	
☒	The Applicant requests HCD to consider housing element compliance threshold as met due to significant progress achieved in meeting housing element requirements.	

2. Has the applicant submitted to the Department the Annual Progress Report (APR) for the current or prior year on or before the date of submission of their SB 2 Planning Grant application?			
☒	Yes	APR	Date Submitted
☐	☒	2017 CY Report	4/25/18
☐	☒	2018 CY Report	3/21/19
☐	No		

3. Is the applicant utilizing one of the Priority Policy Areas listed below (as defined in section VIII, subsection (3) of the NOFA)?							
☒	*Yes	*If the applicant is proposing <u>only</u> Priority Policy Areas, <u>do not fill out Attachment 2</u> . However, if the applicant is proposing to fund PPAs AND other activities that are not considered PPAs, the application must demonstrate how these other activities have a nexus to accelerating housing production by filling out Attachment 2 of this application.					
		Rezone to permit by-right	Objective design and development standards	Specific Plans or form based codes coupled with CEQA streamlining	Accessory Dwelling Units or other low-cost building strategies	Expedited processing	Housing related infrastructure financing and fee reduction strategies
		☒	☒	☐	☒	☒	☐
☐	No	If an applicant is not proposing Priority Policy Areas, the application must include an explanation and document the plans or processes' nexus and impact on accelerating housing production based on a reasonable and verifiable methodology and must submit Attachment 2 in the Application pursuant to section VIII, subsection (3) of the NOFA.					
☐	The applicant is proposing PPAs and other activities not considered PPAs and is demonstrating how these activities have a nexus to accelerating housing production by submitting Attachment 2.						

4. Does the applicant demonstrate that the locality is consistent with State Planning or Other Priorities, as certified in Attachment 1?	Yes	☒	*No	☐
*If No, consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years, as certified in Attachment 1.				

5. Is a completed and signed resolution included with the application package? See Attachment 3, "Sample Resolution"	Yes	☒	No	☐
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SB 2 Planning Grants Application

D. Proposed Activities Checklist (Section VI, items (1) through (17) of the NOFA)

Check all activities the locality is undertaking for their PGP efforts below. Activities must match **Section E. Project Description**, and **Section F. Timeline and Budget**.

1	☐	updates to general plans, community plans, specific plans, local planning related to implementation of sustainable communities strategies, or local coastal plans
2	☒	updates to zoning ordinances
3	☐	environmental analyses that eliminate the need for project-specific review
4	☒	local process improvements that improve and expedite local planning
5	☐	a smaller geography with a significant impact on housing production including an overlay district, project level specific plan or development standards modifications proposed for significant areas of a locality, such as corridors, downtown or priority growth areas
6	☐	the creation or enhancement of a housing sustainability district pursuant to AB 73 (Chapter 371, Statutes of 2017)
7	☐	workforce housing opportunity zone pursuant to SB 540 (Chapter 369, Statutes of 2017)
8	☐	zoning for by-right supportive housing, pursuant to Government Code section 65651 (Chapter 753, Statutes of 2018)
9	☐	zoning incentives for housing for persons with special needs, including persons with developmental disabilities
10	☒	rezoning to meet requirements pursuant to Government Code Section 65583.2(c) and other rezoning efforts to facilitate supply and affordability
11	☐	rezoning for multifamily housing in high resource areas (according to Tax Credit Allocation Committee/Housing Community Development Opportunity Area Maps)
12	☒	pre-approved architectural and site plans
13	☐	regional housing trust fund plans
14	☐	funding plans for SB 2 Year 2 going forward
15	☐	infrastructure financing plans
16	☐	environmental hazard assessments; data collection on permit tracking; feasibility studies, site analysis, or other background studies that are ancillary and part of a proposed activity with a nexus to accelerating housing production
17	☐	Other activities demonstrating a nexus to accelerating housing production

SB 2 Planning Grants Application

E. Project Description

*Provide a description of the project and the scope of work to be performed below. Use Appendix A for additional information if necessary. **Note:** If partnering with another local government or entity, be sure to clarify the responsibilities and deliverables of your locality pursuant to such partnership.*

The three proposed projects outlined below represent significant opportunities for the City to accelerate multifamily housing production, streamline application submittal and review processes, and encourage the production of accessory dwelling units.

PPA (1): Zoning Revisions to Streamline Multifamily Housing Production- by-right housing; development of objective design and development standards; and development of zoning recommendations for additional housing incentives. The City has identified site development permit and/or use permit processes, with design review completed by a City design review board, to add between two and five months to the entitlement approval process. This project involves three activities: 1) amending the zoning code, including commercial zoning districts where housing is permitted, to increase housing density and allow multifamily, single-room occupancy housing, duplexes, triplexes, and fourplexes by right; 2) development of objective design and development standards; and 3) research and preparation of report to Planning Commission and City Council for recommendations regarding additional zoning code amendments. Amendments may include increasing maximum allowable height for new residential buildings, increasing density, reducing yard setbacks, reducing minimum site area, and/or upzoning single-family residential to allow by-right and/or permit other residential building types and densities. The City will prepare these amendments with assistance from a competitively procured consultant. Anticipated outcomes: By amending the zoning code to allow multifamily housing by-right, with objective design and development standards, the City anticipates reducing the entitlement approval time by up to 5 months. Report recommendations related to additional zoning code amendments to incentivize housing are expected to result in the acceleration of housing by 50 units.

PPA (2): Streamlining the Application Submittal and Review Process. The City's zoning code was last comprehensively updated after the adoption of the City's 1995 General Plan. Navigating this older code without clear direction often results in housing developer applicants being issued a few rounds of application incompleteness letters, resulting in 1-2 months added to the entitlement approval process. This also increases time spent by City staff, increasing the cost to the applicant and taking time away from the review of other housing applications. To streamline application review and submittal, the City proposes development of a brochure and education program for new housing development applications. Anticipated outcomes: By developing a brochure and education program with clearly articulated requirements, the City anticipates reducing the entitlement approval time by up to 2 months.

PPA (3): Development of building plans for accessory dwelling units (ADUs). To encourage the development of additional ADUs, the City proposes to use SB 2 funding to create pre-approved building design plans. The building plans will be offered at no cost to the public. The City will competitively procure an architectural firm, design professional, and/or engineering firm to develop up to three different types of building plans. The building plans will be offered at no cost for 1-3 years, depending on the program's effectiveness of increasing the number of ADUs. Anticipated outcomes: 9 ADUs were issued building permits in 2018. As a result of this program, the City anticipates doubling the production rate to approximately 18 per year for three years, or a total of at least 50 new ADUs.

SB 2 Planning Grants Application

F. Project Timeline and Budget

Project Name	Priority Policy Areas (PPAs): 1) Zoning Code Revisions to Streamline Housing Production; 2) Expedited Permit Processing; and 3) ADU Building Strategies.						
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	Notes
PPA 1(a): Review and research zoning code amendments	Applicant	\$ 36,500	1/1/20	3/31/20	Report of needed zoning code amendments	Yes	Utilizing previously competitively procured consultant.
1(b): Prepare draft amendments	Applicant	\$ 38,600	4/1/20	6/30/20	Draft zoning code amendments	Yes	Utilizing previously competitively procured consultant.
1(b-2): Prepare draft report on additional zoning recommendations	Applicant	\$ 10,000	4/1/20	6/30/20	Draft report of additional code changes to produce housing	Yes	Utilizing previously competitively procured consultant.
1(c): Prepare IS/ND (CEQA) and complete public comment	Applicant	\$ 0	7/1/20	9/30/20	Draft Initial Study (approved by Council during adoption)	Yes	Funding from other sources
1(d): Public outreach, Planning Commission, ALUC hearings	Applicant	\$ 7,800	10/1/20	11/30/20	Recommendation to Council to approve amendments and IS/ND	Yes	ALUC - for consistency determination
1(e): City Council hearings and adoption	Applicant	\$ 10,000	12/1/20	12/31/20	PPA 1 completed	Yes	Amendments effective 30 days after adopted.
PPA 2(a): Initial program research and design	Applicant	\$ 2,600	1/1/20	2/28/20	Research and comparison to other model programs	Yes	
2(b): Draft developer packet and education program	Applicant	\$ 9,300	3/1/20	4/30/20	Draft developer packet and education program completed	Yes	
2(c): Final program, public outreach, and implementation	Applicant	\$ 9,000	5/1/20	6/30/20	Final packet completed; outreach and implementation commences	Yes	Implementation commences 7/1/20
PPA 3(a): Projection initiation and procurement	Applicant	\$ 1,700.00	1/1/20	2/28/20	Procurement process and City Council meeting for approval	Yes	
3(b): Initial draft/design of prototype ADU building plans	Applicant	\$ 19,500	3/1/20	4/30/20	Draft ADU building plans	Yes	
3(c): Public outreach and input from City Building Division	Applicant	\$ 2,500	5/1/20	5/15/20	Revised ADU plans based on input	Yes	Public outreach conducted by City's Building Division.
3(d): Final ADU building plans plus plan renewal fees	Applicant	\$ 12,500	5/16/20	6/30/20	Pre-approved ADU building plans	Yes	
3(e): Adoption and implementation	Applicant	\$ 0	6/30/20	6/30/22	Implement program Citywide	Yes	Funding from other sources
Total Est. Cost \$		160000					

*Priority Policy Area (PPA)

SB 2 Planning Grants Application

G. Legislative Information

District	#	Legislator Name
Federal Congressional District	2	Jared Huffman
State Assembly District	2	Jim Wood
State Senate District	2	Mike McGuire

Applicants can find their respective State Senate representatives at <https://www.senate.ca.gov/>, and their respective State Assembly representatives at <https://www.assembly.ca.gov/>.

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 1 of 3)

Pursuant to Section 201(d) of the Guidelines, all applicants must demonstrate that the locality is consistent with State Planning or Other Planning Priorities by certifying that at least one activity was completed in 1) State Planning Priorities (i.e., Infill and Equity, Resource Protection, Efficient Development Patterns) or 2) Other Planning Priorities (i.e., Affordability, Conservation, or Climate Change). Consistency may be demonstrated through activities (not necessarily proposed for SB 2 funding) that were completed within the last five years.

Complete the following self-certification by selecting one or more of the policy areas in the following tables by inserting the date completed for each applicable action, briefly describing the action taken, and certifying.

State Planning Priorities

Date Completed	Brief Description of the Action Taken
Promote Infill and Equity	
<i>Rehabilitating, maintaining, and improving existing infrastructure that supports infill development and appropriate reuse and redevelopment of previously developed, underutilized land that is presently served by transit, streets, water, sewer, and other essential services, particularly in underserved areas.</i>	
<i>Seek or utilize funding or support strategies to facilitate opportunities for infill development.</i>	
2/11/19	Award of \$5.1 million in State HOME funding for construction of 31-unit infill affordable senior housing apartment project (City applied for funding in 2018).
<i>Other (describe how this meets subarea objective)</i>	
Promote Resource Protection	
<i>Protecting, preserving, and enhancing the state's most valuable natural resources, including working landscapes such as farm, range, and forest lands; natural lands such as wetlands, watersheds, wildlife habitats, and other wildlands; recreation lands such as parks, trails, greenbelts, and other open space; and landscapes with locally unique features and areas identified by the state as deserving special protection.</i>	
6/18/14	Adoption and implementation of Low Impact Development technical design manual for storm water permit compliance (effective 7/18/14).
<i>Actively seek a variety of funding opportunities to promote resource protection in underserved communities.</i>	
4/6/16	City Council application for Phase 3 of Rail Trail project (phase 1 had been completed and grant funding secured for phase 2) through State Active Transportation Program.
<i>Other (describe how this meets subarea objective)</i>	
Encourage Efficient Development Patterns	
<i>Ensuring that any infrastructure associated with development, other than infill development, supports new development that does the following:</i>	
<i>(1) Uses land efficiently.</i>	

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 2 of 3)

<i>(2) Is built adjacent to existing developed areas to the extent consistent with environmental protection.</i>	
<i>(3) Is located in an area appropriately planned for growth.</i>	
<i>(4) Is served by adequate transportation and other essential utilities and services.</i>	
<i>(5) Minimizes ongoing costs to taxpayers.</i>	
<i>Other (describe how this meets subarea objective)</i>	

Other Planning Priorities

Affordability and Housing Choices	
<i>Incentives and other mechanisms beyond State Density Bonus Law to encourage housing with affordability terms.</i>	
10/18/17	City Council approval of Ukiah Housing Trust Fund, a permanent source of local funding for affordable housing projects and programs.
<i>Efforts beyond state law to promote accessory dwelling units or other strategies to intensify single-family neighborhoods with more housing choices and affordability.</i>	
<i>Upzoning or other zoning modifications to promote a variety of housing choices and densities.</i>	
5/2/18	Adoption of ordinance redefining the calculation of residential density, effectually increasing density by 1-3 du/acre for new housing projects.
<i>Utilizing surplus lands to promote affordable housing choices.</i>	
<i>Efforts to address infrastructure deficiencies in disadvantaged communities pursuant to Government Code Section 65302.10.</i>	
<i>Other (describe how this meets subarea objective)</i>	

SB 2 Planning Grants Application

Attachment 1: State and Other Planning Priorities Certification (Page 3 of 3)

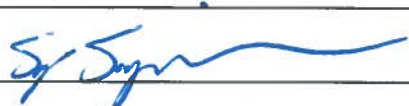
Conservation of Existing Affordable Housing Stock	
<i>Policies, programs or ordinances to conserve stock such as an at-risk preservation ordinance, mobilehome park overlay zone, condominium conversion ordinance and acquisition and rehabilitation of market rate housing programs.</i>	
<i>Policies, programs and ordinances to protect and support tenants such as rent stabilization, anti-displacement strategies, first right of refusal policies, resources to assist tenant organization and education and "just cause" eviction policies.</i>	
<i>Other (describe how this meets subarea objective)</i>	
Climate Adaptation	
<i>Building standards, zoning and site planning requirements that address flood and fire safety, climate adaptation and hazard mitigation.</i>	
<i>Long-term planning that addresses wildfire, land use for disadvantaged communities, and flood and local hazard mitigation.</i>	
<i>Community engagement that provides information and consultation through a variety of methods such as meetings, workshops, and surveys and that focuses on vulnerable populations (e.g., seniors, people with disabilities, homeless, etc.).</i>	
<i>Other (describe how this meets subarea objective)</i>	

State and Other Planning Priorities Certification

I certify under penalty of perjury that all of the information contained in this PGP State Planning and Other Planning Priorities certification form (pages 9, 10, and 11 of this application) is true and correct.

Certifying Officials Name: Sage Sangiacomo

Certifying Official's Title: City Manager

Certifying Official's Signature: 

Certification Date: 8/7/19

RESOLUTION NO. 2019-40

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING APPLICATION FOR, AND RECEIPT OF, SB 2 PLANNING GRANTS PROGRAM FUNDS.

WHEREAS, the State of California, Department of Housing and Community Development (Department) has issued a Notice of Funding Availability (NOFA) dated March 28, 2019, for its Planning Grants Program (PGP); and

WHEREAS, the City Council of the City of Ukiah desires to submit a project application for the PGP program to accelerate the production of housing and will submit a 2019 PGP grant application as described in the Planning Grants Program NOFA and SB 2 Planning Grants Program Guidelines released by the Department for the PGP Program; and

WHEREAS, the Department is authorized to provide up to \$123 million under the SB 2 Planning Grants Program from the Building Homes and Jobs Trust Fund for assistance to Counties (as described in Health and Safety Code section 50470 et seq. (Chapter 364, Statutes of 2017 (SB 2)) related to the PGP Program.

NOW, THEREFORE, BE IT RESOLVED that the Ukiah City Council does hereby authorize the following:

SECTION 1. The City Council is hereby authorized and directed to apply for and submit to the Department the 2019 Planning Grants Program application in the amount of \$160,000.

SECTION 2. In connection with the PGP grant, if the application is approved by the Department, the City Manager is authorized to enter into, execute, and deliver a State of California Agreement (Standard Agreement) for the amount of \$160,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the PGP grant, the City's obligations related thereto, and all amendments thereto (collectively, the "PGP Grant Documents").

SECTION 3. The City shall be subject to the terms and conditions as specified in the Standard Agreement, the SB 2 Planning Grants Program Guidelines, and any applicable PGP guidelines published by the Department. Funds are to be used for allowable expenditures as specifically identified in the Standard Agreement. The application in full is incorporated as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the application will be enforceable through the executed Standard Agreement. The City Council hereby agrees to use the funds for eligible uses in the manner presented in the application as approved by the Department and in accordance with the Planning Grants NOFA, the Planning Grants Program Guidelines, and 2019 Planning Grants Program Application.

SECTION 4. The City Manager is authorized to execute the City of Ukiah Planning Grants Program application, the PGP Grant Documents, and any amendments thereto, on behalf of the City as required by the Department for receipt of the PGP Grant.

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

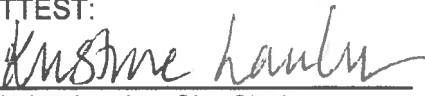
AYES: Councilmembers Orozco, Brown, Scalmanini, Crane and Mayor Mulheren

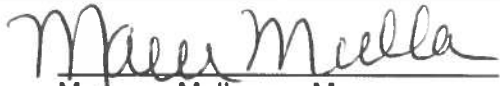
NOES: None

ABSTAIN: None

ABSENT: None

ATTEST:


Kristine Lawler, City Clerk


Maureen Mulheren, Mayor

The principal purpose of the information provided is to establish the unique identification of the government entity.

Instructions: You may submit one form for the principal government agency and all subsidiaries sharing the same TIN. Subsidiaries with a different TIN must submit a separate form. Fields bordered in red are required. Hover over fields to view help information. Please print the form to sign prior to submittal. You may email the form to: vendors@fiscal.ca.gov, or fax it to (916) 576-5200, or mail it to the address above.

Principal Government Agency Name	City of Ukiah				
Remit-To Address (Street or PO Box)	300 Seminary Avenue				
City	Ukiah	State	CA	Zip Code+4	95482
Government Type:	☒ City	☐ County	Federal Employer Identification Number (FEIN)		
	☐ Special District	☐ Federal			
	☐ Other (Specify)				

List other subsidiary Departments, Divisions or Units under your principal agency's jurisdiction who share the same FEIN and receives payment from the State of California.

Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	
Dept/Division/Unit Name		Complete Address	

Contact Person	Sage Sangiacomo	Title	City Manager
Phone number	(707) 463-6221	E-mail address	ssangiacomo@cityofukiah.com
Signature	Sg/Sangiacomo	Date	8/7/19

City of Ukiah

Zoning Code Amendments to Increase Housing Production (SB 2)**Alternative Work Plan and Budget***February 6, 2020*

Mintier Harnish will assist the City of Ukiah with the research, analysis, and development of revisions to the Zoning Code to that will streamline multifamily housing production in the city. We will initially address three areas of Zoning Code: objective multifamily residential design and development standards, flexible parking standards, and streamlining higher density housing development. Mintier Harnish will conduct research and analysis, prepare standards, zoning code amendments, and support materials, work closely with staff to review and refine administrative provisions, and prepare additional revisions as necessary. City staff will provide Mintier Harnish City documents as necessary and be responsible for facilitating public review of any Zoning Code amendments. City staff will also be responsible for preparing adopted Zoning Code amendments for codification.

Task 3b: Flexible Parking Standards

Mintier Harnish will review existing City parking standards for new residential development. Mintier Harnish will draft flexible parking standards that reduce parking requirements, specifically in zoning districts that allow for lower-income housing developments, in order to streamline and remove barriers to multifamily housing development.

Task 1e: Develop Objective Multifamily Residential Design and Development Standards

Mintier Harnish will prepare objective multifamily residential design and development standards, including standards for multifamily in the R-2, R-3, C-1, and C-2 zones (2019-2027 Housing Element Program 2h). Mintier Harnish will prepare design standards that would both facilitate development at the allowable densities and provide guidance and certainty in design standards to ensure quality housing is developed in the community.

Task 2f: Zoning Code Amendments

Mintier Harnish will prepare Zoning Code amendments to account for the Housing Element Implementation Program 2f which includes amending the Zoning Code to address the following:

- Emergency Shelters.
- Transitional/Supportive Housing.
- Single-Room Occupancy Housing.
- Manufactured/Factory-Built Homes.

Task 2h: Ensure Capacity of Adequate Sites for Meeting RHNA

Mintier Harnish will prepare the following Zoning Code amendments to streamline housing production in order to meet the City's new RHNA allocation of 239 units from the 2019-2027 Housing Element:

- Revise C-1 and C-2 Zones to allow by-right housing development, with objective design and development standards. Housing types allowed by-right will include multifamily, SROs, duplexes, triplexes, and fourplexes.
- Revise the R-2 Zone to allow up to 15 dwelling units per acre instead of 14 dwelling units per acre.
- Revise the C-N Zone to increase residential density and allow similar housing types as those allowed in R-2.
- Include a by-right housing program for select parcels. Rezone specific parcels (APNs 00304077, 00304078, and 00304079) to the default density of 15 dwelling units per acre. Also, rezone these parcels to allow residential use by-right for developments with at least 20 percent of the units affordable to lower income households.

Task 2l: Compliance with AB 2162

Mintier Harnish will prepare revisions to the Zoning Code to allow supportive housing by right in zones where multi-family and mixed uses are permitted, including non-residential zones permitting multi-family uses.

Task 3a: Modifications to Development Standards to Maximize Housing Development

Mintier Harnish will identify opportunities in the Zoning Code to maximize housing development by amending development standards pertaining to maximum allowable height, density, setback reduction, minimum site area. Where deemed applicable, Mintier Harnish will provide draft Zoning Code amendments that will include:

- Increasing maximum allowable height for new residential buildings.
- Increasing density.
- Reducing yard setbacks.
- Reducing minimum site area.
- Revising the R-1 (Single-family Residential) and R-1-H (Single-family Residential- Hillside Combining) zoning districts to allow by-right and/or permit other residential building types and densities

Budget

City of Ukiah Zoning Code Amendments to Increase Housing Production (SB 2) Budget						
Task	Harnish	Rust	B. Gibbons	M. Gibbons	Lester	Total
Task 3b	8	4	16	24		52
Task 1e	8	8	24	24	100	164
Task 2f	12	2	16	36		66
Task 2h	18	18	18	40	40	134
Task 2l	4		4	4		12
Task 3a	8	16	22	30	16	92
Project Management	8		16		8	32
Total hours	66	48	116	148	164	542
Billing Rate	\$225	\$200	\$170	\$135	\$135	
Cost	\$14,850	\$9,600	\$19,720	\$21,330	\$22,140	\$87,640
10% contingency						\$8,700
Total cost						\$96,340

Schedule *(original schedule was 22 weeks)*

Task 3b: Two Weeks
 Task 1e: Seven Weeks
 Task 2f: Two Weeks
 Task 2h: Three Weeks
 Task 2l: Two Weeks
 Task 3a: Six Weeks

SB 2 Planning Grants Application

F. Project Timeline and Budget

Project Name	Priority Policy Areas (PPAs): 1) Zoning Code Revisions to Streamline Housing Production; 2) Expedited Permit Processing; and 3) ADU Building Strategies.						
Objective	Responsible Party	Est. Cost	Begin	End	Deliverable	*PPA	Notes
PPA 1(a): Review and research zoning code amendments	Applicant	\$ 36,500	1/1/20	3/31/20	Report of needed zoning code amendments	Yes	Utilizing previously competitively procured consultant.
1(b): Prepare draft amendments	Applicant	\$ 38,600	4/1/20	6/30/20	Draft zoning code amendments	Yes	Utilizing previously competitively procured consultant.
1(b-2): Prepare draft report on additional zoning recommendations	Applicant	\$ 10,000	4/1/20	6/30/20	Draft report of additional code changes to produce housing	Yes	Utilizing previously competitively procured consultant.
1(c): Prepare IS/ND (CEQA) and complete public commenting	Applicant	\$ 0	7/1/20	9/30/20	Draft Initial Study (approved by Council during adoption)	Yes	Funding from other sources
1(d): Public outreach, Planning Commission, ALUC hearings	Applicant	\$ 7,800	10/1/20	11/30/20	Recommendation to Council to approve amendments and IS/ND	Yes	ALUC - for consistency determination
1(e): City Council hearings and adoption	Applicant	\$ 10,000	12/1/20	12/31/20	PPA 1 completed	Yes	Amendments effective 30 days after adopted.
PPA 2(a): Initial program research and design	Applicant	\$ 2,600	1/1/20	2/28/20	Research and comparison to other model programs	Yes	
2(b): Draft developer packet and education program	Applicant	\$ 9,300	3/1/20	4/30/20	Draft developer packet and education program completed	Yes	
2(c): Final program, public outreach and implementation	Applicant	\$ 9,000	5/1/20	6/30/20	Final packet completed; outreach and implementation commences	Yes	Implementation commences 7/1/20
PPA 3(a): Projection initiation and procurement	Applicant	\$ 1,700.00	1/1/20	2/28/20	Procurement process and City Council meeting for approval	Yes	
3(b): Initial draft/design of prototype ADU building plans	Applicant	\$ 19,500	3/1/20	4/30/20	Draft ADU building plans	Yes	
3(c): Public outreach and input from City Building Division	Applicant	\$ 2,500	5/1/20	5/15/20	Revised ADU plans based on input	Yes	Public outreach conducted by City's Building Division.
3(d): Final ADU building plans plus plan renewal fees	Applicant	\$ 12,500	5/16/20	6/30/20	Pre-approved ADU building plans	Yes	
3(e): Adoption and implementation	Applicant	\$ 0	6/30/20	6/30/22	Implement program Citywide	Yes	Funding from other sources
	Total Est. Cost \$	160000					

*Priority Policy Area (PPA)



AGENDA SUMMARY REPORT

SUBJECT: Approve Professional Services Contract Amendment with Mead & Hunt, Inc. for the Preparation of a Stand-Alone Mendocino County Airport Land Use Compatibility Plan for Ukiah Municipal Airport in an Amount Not to Exceed \$30,000; and Approve Corresponding Budget Amendment.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Contract 1819164 - Mead&Hunt
2. UKI.ALUCP.Amendment No 1. 2-18-20

Summary: Council will consider approval of an amendment to a professional services contract with Mead & Hunt, Inc. for preparation of a stand-alone Airport Land Use Compatibility Plan for Ukiah Municipal Airport in an amount not to exceed \$30,000. Council will also consider approval of a corresponding budget amendment.

Background: On February 6, 2019, City Council approved Contract No. 1819164 (Attachment 1), a sole source contract, with Mead & Hunt, Inc. for preparing a complete, stand-alone Airport Land Use Compatibility Plan (ALUCP) for the Ukiah Municipal Airport (UKI). Council also approved a shared cost agreement between the City and County.

Proposed in Mead & Hunt's original Scope of Work was an accelerated project schedule with a 12-month completion timeline and \$130,000 budget. This included six site visits and six hours for conference calls.

Discussion: On February 18, 2020, Mead & Hunt submitted Amendment No. 1 (Attachment 2). The Amendment requests an additional budget amount of \$30,000 and a time extension of six months.

As stated by Mead & Hunt in the Amendment request, the Amendment is required "to address strong divergent viewpoints of the Technical Advisory Group (TAG) for this Project." Mead & Hunt also states that "From the beginning, members of the TAG had strong divergent viewpoints on the formulation of the draft compatibility zone boundaries and policies. This circumstance has required an expanded effort by the Consultant beyond the work included in the original Scope of Services, to analyze each disputed topic, describe advantages and disadvantages, and provide options for potential resolution."

The time extension is requested both to account for the additional time to complete expanded efforts described in the Amendment plus accommodate the elected bodies' meeting schedules. Staff intends to continue the urging of completion of the process earlier than this 6-month extended period.

City Staff are working collaboratively with County Planning and Building Services Staff regarding the Amendment request. Although County staff have not yet secured approval, Staff is recommending City Council approve the Amendment request to ensure the remainder of the work to be performed in the Scope of Services is not delayed. The current contract with Mead & Hunt expired on February 12, 2020. It is anticipated the County will contribute at least one-third of the cost of this amendment request.

The administrative draft of the UKI ALUCP has been completed, and a final meeting of the TAG to review the draft document was held on February 25, 2020. Final comments from the TAG are due March 6. The CEQA Initial Study for the Negative Declaration is planned for release on March 25, and this marks the official start to the public review process for the final document.

Joint meetings of the City of Ukiah and Mendocino County Planning Commissions and City Council and Board of Supervisors are scheduled for April, and ALUC adoption is scheduled for May. Mead & Hunt's expertise will be important during this public review process for ensuring questions are answered and accurate information is disseminated.

For these reasons, plus the reasons contained within Mead & Hunt's Amendment request, Staff respectfully requests Council approval of the professional services contract amendment with Mead & Hunt in an amount not to exceed \$30,000.

Recommended Action: 1) Approve amendment to a professional services contract with Mead & Hunt, Inc. for the preparation of a stand-alone Mendocino County Airport Land Use Compatibility Plan for Ukiah Municipal Airport in an amount not to exceed \$30,000; and 2) Approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT:

PROPOSED BUDGET AMOUNT: Amend to add the following amounts to the following accounts:

10023100.52100: \$20,000; 77725200.52100, \$10,000, Reimbursement revenue: 10023100.44830: \$10,000

FINANCING SOURCE:

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1819164

COORDINATED WITH: Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES

This Agreement, made and entered into this 13th day of February, 2019 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and Mead & Hunt, a corporation organized and in good standing under the laws of the state of Wisconsin and authorized to conduct business in the state of California, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

- a. City has an agreement with Mendocino County to acquire consulting services to assist the Mendocino County Airport Land Use Commission ("ALUC") update the portion of the Mendocino County Airport Land Use Plan ("ALUP") related to the Ukiah Municipal Airport.
- b. Consultant represents that it has the qualifications, skills, and experience and is properly licensed to provide these services and is willing to provide them according to the terms of this Agreement.
- c. City and Consultant agree upon the Scope-of-Work and Work Schedule attached hereto as Attachment "A", which includes additional contract provisions for the project and setting forth the completion dates for the various services to be provided pursuant to this Agreement.

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

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

2.0 SCOPE OF SERVICES

- 2.1 As set forth in Attachment "A".

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

3.0 CONDUCT OF WORK

- 3.1 Time of Completion. Consultant shall commence performance of services as required by the Scope-of-Work upon receipt of a Notice to Proceed from City and shall complete such services by February 12, 2020. Consultant shall complete the work to the City's reasonable satisfaction, even if contract disputes arise or Consultant contends it is entitled to further compensation.

4.0 COMPENSATION FOR SERVICES

- 4.1 Basis for Compensation. For the performance of the professional services of this Agreement, Consultant shall be compensated on a time and expense basis not to exceed a guaranteed maximum dollar amount of \$130,000. Labor charges shall be based upon

hourly billing rates for the various classifications of personnel employed by Consultant to perform the Scope of Work as set forth in the attached Attachment B, which shall include all indirect costs and expenses of every kind or nature, except direct expenses. The direct expenses and the fees to be charged for same shall be as set forth in Attachment B. Consultant shall complete the Scope of Work for the not-to-exceed guaranteed maximum, even if actual time and expenses exceed that amount.

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

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

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

Consultant shall pay all estimated and actual federal and state income and self-employment taxes that are due the state and federal government and shall furnish and pay worker's compensation insurance, unemployment insurance and any other benefits required by law for himself and his employees, if any. Consultant agrees to indemnify and hold City and its officers, agents and employees harmless from and against any claims or demands by federal, state or local government agencies for any such taxes or benefits

due but not paid by Consultant, including the legal costs associated with defending against any audit, claim, demand or law suit.

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

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

2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

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

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

Consultant shall furnish the City with Certificates of Insurance and with original Endorsements effecting coverage required by this Agreement. The Certificates and Endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The Certificates and Endorsements are to be on forms provided or approved by the City. Where by statute, the City's Workers' Compensation - related forms cannot be used, equivalent forms approved by the Insurance Commissioner are to be substituted. All Certificates and Endorsements are to be received and approved by the City before Consultant begins the work of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time. If Consultant fails to provide the coverages required herein, the City shall have the right, but not the obligation, to purchase any or all of them. In that event, the cost of insurance becomes part of the compensation due the contractor after notice to Consultant that City has paid the premium.

G. Subcontractors

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

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

misconduct or defects in design by the City, or arising from the active negligence of the City.

"Indemnify," as used herein includes the expenses of defending against a claim and the payment of any settlement or judgment arising out of the claim. Defense costs include all costs associated with defending the claim, including, but not limited to, the fees of attorneys, investigators, consultants, experts and expert witnesses, and litigation expenses.

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

7.0 CONTRACT PROVISIONS

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

City shall pay the Consultant only for services performed and expenses incurred as of the effective termination date. In such event, as a condition to payment, Consultant shall provide to City all finished or unfinished documents, data, studies, surveys, drawings, maps, models, photographs and reports prepared by the Consultant under this Agreement. Consultant shall be entitled to receive just and equitable compensation for any work satisfactorily completed hereunder, subject to off-set for any direct damages City may incur as a result of Consultant's breach of contract.

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

7.10 Mendocino County Third Party Beneficiary. The County of Mendocino is a third-party beneficiary of Sections 6.0, 6.1 and 6.2 of this Agreement with the same right as a party to enforce them. The County of Mendocino shall be named as an additional insured in compliance with Section 6.1.D.1.a.

8.0 NOTICES

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

CITY OF UKIAH
DEPT. OF COMMUNITY DEVELOPMENT
300 SEMINARY AVENUE
UKIAH, CALIFORNIA 95482-5400

MEAD & HUNT
ATTN: KENNETH A. BRODY
1360 19TH HOLE DRIVE, SUITE 200
WINDSOR, CALIFORNIA 95482

9.0 SIGNATURES

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

CONSULTANT

BY: 
PRINT NAME: Mitchell R. Hooper

2/13/19
Date

39-0793822

IRS IDN Number

CITY OF UKIAH

BY: 
SAGE SANGIACOMO
CITY MANAGER

2-25-19
Date

COU No. 1819164

ATTEST

Kusome Lanku
CITY CLERK

2-25-19
Date

**UKIAH MUNICIPAL AIRPORT
LAND USE COMPATIBILITY PLAN**

SCOPE OF SERVICES

2019-01-31

This document outlines the Scope of Services (SCOPE) to be provided by Mead & Hunt, Inc. (CONTRACTOR) for preparation of a new Ukiah Municipal Airport Land Use Compatibility Plan (UKIALUCP) under contract with the City of Ukiah (CITY). Responsibilities of CITY under this agreement are also listed.

The new UKIALUCP is intended to replace the Ukiah Municipal Airport Comprehensive Land Use Plan, which is currently included as part of the *Mendocino County Airport Comprehensive Land Use Plan* (MCACLUP) adopted by the Mendocino County Airport Land Use Commission (ALUC) in 1993, and later amended. The new UKIALUCP will be a complete plan unto itself and separate from policies or other content contained in the remainder of the MCACLUP.

Although CITY owns the Ukiah Municipal Airport (UKI) and has land use control over most of the surrounding area, implementation of the new UKIALUCP will first require adoption by ALUC. ALUC functions under the auspices of the County of Mendocino (COUNTY). Participation of COUNTY/ALUC is essential to accomplishment of SCOPE. Specific responsibilities of COUNTY/ALUC under this agreement are listed herein.

The overall endeavor under SCOPE, including responsibilities of CITY and COUNTY/ALUC, is referred to herein as PROJECT.

Element 1. Project Management and Coordination

1.1 Project Administration

CONTRACTOR shall perform routine administrative duties including regular communication with CITY staff, processing contract documents, and monthly invoicing for the anticipated twelve (12) month duration of PROJECT.

1.2 Coordination with County/ALUC

PROJECT will require efficient coordination among CONTRACTOR, CITY, and COUNTY/ALUC. Much of this coordination will be accomplished via conference calls. In-person meetings, including public meetings, are also provided. The purposes of some meetings will be to enable CONTRACTOR to obtain information from CITY and COUNTY/ALUC necessary for preparation of UKIALUCP, as well as feedback on draft materials to be prepared by CONTRACTOR. Other meetings will be public meetings for presentation of a draft UKIALUCP or components thereof, for obtaining public input, and ultimately for adoption of the UKIALUCP by ALUC. The timing and function of individual meetings are identified in subsequent tasks.

SCOPE provides for a total of up to six (6) project trips for staff-level and public meetings to be attended in person by one (1) CONTRACTOR staff and up to six (6) conference calls involving CONTRACTOR, CITY, and COUNTY/ALUC representative. Any in-person staff-level and public meetings held on the same day will be counted as a single meeting.

CONTRACTOR DELIVERABLES

- *Final scope, budget, and schedule.*
- *Monthly communication with CITY staff for purposes of tracking progress, schedule, and budget.*
- *Monthly invoices and status reports.*
- *Participation in meetings with CITY and COUNTY/ALUC as described under Task 1.2 (all meetings are budgeted under this element).*

CITY RESPONSIBILITIES

- *Identify an individual with whom CONTRACTOR shall maintain coordination and who shall participate in PROJECT meetings.*
- *Arrange rooms, noticing PROJECT meetings, distribute deliverables, and maintain overall coordination with the COUNTY/ALUC.*

COUNTY/ALUC RESPONSIBILITIES

- *Identify an individual or individuals with whom CITY staff shall coordinate and who shall participate in PROJECT meetings.*
- *Schedule and agendize ALUC meetings where PROJECT is to be discussed or acted upon.*

Element 2. Data Collection and Compilation

2.1 Kickoff Meeting

CONTRACTOR shall formally begin PROJECT by making a presentation to ALUC. This presentation will allow CONTRACTOR staff to introduce ourselves and outline the work products, schedule and planned interaction among CONTRACTOR, CITY, and COUNTY/ALUC.

2.2 Airport and Land Use Data and Mapping

PROJECT will require certain background data and maps regarding UKI and surrounding land uses in CITY and COUNTY jurisdictions to be made available to CONTRACTOR. CONTRACTOR will rely upon CITY and COUNTY to provide the following data:

- **Airport Layout Plan (ALP) Drawing:** California state law requires that an ALUCP be based on a current master plan of the airport or, if none exists, a current ALP may be used with the approval of the Caltrans Division of Aeronautics. The Division typically requests an ALP that has been approved by the Federal Aviation Administration (FAA). As CITY has not recently adopted a Master Plan for UKI, CONTRACTOR will utilize the FAA-approved 2015 ALP drawing. The existing and future airfield configurations depicted in the 2015 ALP will be reflected in new UKIALUCP maps. CONTRACTOR will submit the UKI ALP to Caltrans for approval as the basis for UKIALUCP.

- **Airport Activity and Flight Track Data:** CONTRACTOR will work with airport management, other CITY staff, and airport tenants familiar with UKI to estimate the current composition and overall level of aircraft operations at UKI utilizing readily available data. These sources will also be asked to assist with mapping of typical flight routes used by various types of aircraft operating at UKI.
- **Airspace Plan Drawing:** The Airspace Plan drawing shows the critical airspace surfaces established in accordance with Code of Federal Regulation (CFR) Part 77, *Safe, Efficient Use, and Preservation of the Navigable Airspace*. The Airspace Plan will be used to establish height restrictions for the areas surrounding UKI.
- **Land Use Data and Mapping:** CONTRACTOR shall rely upon GIS data from CITY and COUNTY depicting existing land uses and the adopted general plan land use designations within the UKI vicinity. CONTRACTOR shall also review adopted CITY and COUNTY general plans and other policy documents for information and policies pertaining to land uses around UKI.

2.3 Activity Forecasts and Noise Contours

By law, ALUCPs must have a time horizon of at least 20 years. The activity data and forecasts are used to generate projected aircraft noise contours.

- **Activity Forecasts:** Using activity data obtained in Task 2.2, CONTRACTOR shall prepare new UKI aircraft operations forecasts for the year 2040.
- **Noise Contours:** Using current activity data and forecasts of future operations together with flight track information from Task 2.2, CONTRACTOR shall prepare Community Noise Equivalent Level (CNEL) noise contours for current and 2040 aircraft operations at UKI. Contours will be depicted in 5 dB increments for CNEL 55 dB and above. The FAA's AEDT noise model will be used. The 2040 contours will take into account both the current and proposed configurations of the UKI runway as shown on the 2015 ALP.

2.4 Background Data Chapter

Documentation of facts pertaining to UKI and land uses around it is an essential foundation to UKIALUCP. It also will form the basis for the environmental impact analysis to be completed in Element 4. Once the airport and land use information has been gathered and sorted, CONTRACTOR shall prepare new maps and data tables for inclusion as a Background Data chapter in UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to obtain comments on and corrections to the Background Data chapter.

CONTRACTOR DELIVERABLES

- *List to be provided to CITY and COUNTY indicating airport and land use data needs for UKIALUCP.*
- *Letter to Caltrans requesting acceptance of 2015 UKI ALP as basis of UKIALUCP.*
- *Draft UKIALUCP Background Data chapter for review by CITY and COUNTY.*

CITY RESPONSIBILITIES

- *Assist CONTRACTOR in obtaining or estimating current UKI aircraft activity and flight track data.*

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in CITY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

COUNTY RESPONSIBILITIES

- Provide CONTRACTOR with current land use and future land use designation maps in GIS format for areas in COUNTY jurisdiction.
- Review draft Background Data chapter and provide corrections to CONTRACTOR.

Element 3. Draft ALUCP Preparation

3.1 Impact Identification

Consistent with the guidelines in the 2011 *California Airport Land Use Planning Handbook* (Handbook), the UKIALUCP will continue to address the four types of compatibility concerns in a composite manner:

- **Noise** is the impact most directly affected by the airport activity forecasts.
- **Safety** is the compatibility concern associated with the risks that potential aircraft accidents pose to people and property on the ground. Using data and guidance from the 2011 Handbook, CONTRACTOR shall delineate locations around UKI where heightened risk levels may warrant restrictions on future land use development.
- **Airspace Protection** is critical to airport viability in that airspace obstructions can be hazards to flight and can necessitate changes to aircraft flight procedures. The UKI Airspace Plan will be used to depict this critical airspace. Additionally, FAA guidelines will be used to map locations where certain types of land uses can attract birds in a manner that can be hazardous to aircraft in flight.
- **Overflight** pertains to areas beyond the noise contours where aircraft noise can be annoying or disruptive. For general aviation airports, the area of overflight concern is primarily within and near the aircraft traffic pattern.

Using the aeronautical and land use data gathered in the preceding tasks, CONTRACTOR shall map and describe the magnitude and extent of these concerns. The combined geographic extent of the four impact concerns will constitute the UKI influence area.

CONTRACTOR shall identify the compatibility factors that have changed in a manner that warrant a change to the 1993 (as amended) UKIALUCP compatibility zones and/or criteria. CONTRACTOR shall also identify the basic strategies available for addressing the changed conditions. CONTRACTOR shall summarize this information in a Discussion Paper to be presented to CITY and COUNTY/ALUC and hold a conference call to obtain feedback.

3.2 Draft Policies Chapter

The centerpiece of an ALUCP is the policy section. There are two types of policies that an ALUCP must include: compatibility policies and procedural policies. Compatibility policies and associated maps establish the basis for an ALUC's determination of whether proposed land use plans and projects are

compatible with the airport involved. Procedural policies define the steps to be followed both by local agencies in referring actions for ALUC review and by an ALUC in conducting the reviews.

The ALUC's 1993 compatibility and procedural policies for UKI are outdated and do not conform to guidance in the Caltrans 2011 Handbook. Regardless of this status, because these are the adopted policies now in effect, CONTRACTOR will consider them as a starting point for preparation of policies for the new UKIALUCP. Nevertheless, significant clarification, expansion, and potential substantive changes to the current policies are envisioned. As part of PROJECT, CONTRACTOR shall prepare a complete new Policies chapter containing both compatibility and procedural policies applicable only to UKI, not the other airports for which ALUC has responsibility. A composite Compatibility Map, similar in concept to the one in the 1993 CLUP for UKI, which reflects the combined effects of all four compatibility concerns will be in the Policies chapter.

The Policies chapter will be presented in draft form to CITY and COUNTY/ALUC for discussion and feedback. Separately, CONTRACTOR shall prepare a Discussion Paper listing major differences in compatibility and procedural policies between those currently in effect and the ones contained in the draft Policies chapter. The CONTRACTOR shall hold a conference call with CITY and COUNTY/ALUC representatives to seek input to the Discussion Paper.

3.3 General Plan Consistency Review

For CITY and COUNTY/ALUC to understand the implications of the draft UKIALUCP upon their plans and policies, they will want to know where the conflicts lie. In this task, CONTRACTOR shall conduct a preliminary review of CITY and COUNTY general plans to assess the extent to which they may be inconsistent with the draft ALUCP criteria. CONTRACTOR shall emphasize the adopted general plan land use maps but shall also assess whether other types of essential airport land use compatibility measures, such as limits on heights of antennas and other structures, are in place. The outcome of this review will initially be presented to CITY and COUNTY/ALUC but will later become a central component of the CEQA document for the draft UKIALUCP. The CONTRACTOR shall hold a conference call with the CITY and COUNTY/ALUC representatives to discuss the results of the consistency analysis.

3.4 Administrative Draft and Public Draft UKIALUCP

The intent of PROJECT is to produce a new, self-contained UKIALUCP. In this task, CONTRACTOR shall assemble a complete draft document for presentation to CITY and COUNTY/ALUC. CONTRACTOR shall modify the draft Background Data and Policies chapters (prepared in Tasks 2,4 and 3.3) in response to comments from CITY and COUNTY/ALUC. Also to be included in the draft document shall be an Introduction Chapter explaining the purpose of the UKIALUCP and the respective roles of CITY and COUNTY/ALUC in implementing its policies. Standard appendix material (current state laws regarding ALUCs, FAA airspace protection regulations, typical aviation easement wording, glossary, etc.) will also be included.

The UKIALUCP will initially be prepared as an Administrative Draft for review at the staff level by CITY and COUNTY/ALUC. Following receipt of staff comments, CONTRACTOR shall make essential revisions and produce a Public Draft to be made available for public review and comment. The CONTRACTOR

shall hold a conference call to present the Administrative Draft UKIALUCP to the CITY and COUNTY/ALUC representatives. COUNTY Director of Planning and Building Services and CITY Director of Community Development shall provide written approval of the Draft UKIALUCP to CONTRACTOR and CITY before the Draft UKIALUCP is released for public review or presented to any public commission, council or board.

CONTRACTOR DELIVERABLES

- *Draft Policies chapter for CITY and COUNTY/ALUC review.*
- *General plan consistency review.*
- *Administrative Draft UKIALUCP (pdf format).*
- *Public Draft UKIALUCP (pdf format).*

CITY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR within one week of receipt.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review draft material and provide feedback to CONTRACTOR.*
- *Prior to document release, provide written approval of the Draft UKIALUCP to CONTRACTOR.*
- *Make Public Draft available on COUNTY/ALUC website and distribute public noticing of document's availability.*

Element 4. Environmental Impact Documentation

4.1 Displacement Analysis

Adoption and implementation of the Draft UKIALUCP could result in changes to future development patterns by shifting or displacing the location of future residential and nonresidential land uses in the UKI influence area. The purpose of the displacement analysis is to identify conflicts with the land use and growth patterns provided in CITY and COUNTY planning documents and to determine the extent to which future development would be displaced. With certain exceptions, the displacement analysis will quantify the potential displacement of residential uses and qualify potential future displacement of nonresidential uses. This analysis will supplement the initial general plan consistency review conducted as part of the Element 3 work. CONTRACTOR shall provide the displacement results to CITY and COUNTY/ALUC for review and comment as it will become the central component of the CEQA documentation. The CONTRACTOR shall hold an in-person meeting to present the displacement results to CITY and COUNTY/ALUC staff representatives and invited key stakeholders.

4.2 CEQA Initial Study/Negative Declaration

This task accomplishes preparation of environmental impact documentation necessary for adoption of the UKIALUCP in accordance with the California Environmental Quality Act (CEQA) and the 2007 California Supreme Court decision in Muzzy Ranch Company v. Solano County Airport Land Use Commission. An

ALUCP is regulatory in nature and does not involve physical construction but does have indirect impacts. Accordingly, CONTRACTOR shall analyze the environmental impacts associated with the UKIALUCP and shall emphasize the issues associated with project implementation; specifically: noise, land use, population and housing, and cumulative impacts.

CONTRACTOR shall document the results of the above analysis in an Initial Study structured in accordance with CEQA requirements. Recognizing that the assessment will focus on where the new UKIALUCP will increase restrictions on underlying land uses, CONTRACTOR anticipates that the likelihood of significant displaced development to be low. CONTRACTOR expects that a Negative Declaration incorporating the Initial Study will be sufficient to achieve CEQA compliance. If this should prove not to be the case, then the Initial Study can serve as the basis for preparation of an Environmental Impact Report (EIR) under a subsequent or amended contract agreement. CONTRACTOR shall submit the CEQA document to the State Clearinghouse.

CONTRACTOR DELIVERABLES

- *Discussion paper outlining the displacement results (pdf format).*
- *Draft Initial Study and Negative Declaration (pdf format).*
- *State Clearinghouse submittal package.*

CITY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on CITY website.*

COUNTY RESPONSIBILITIES

- *Review Discussion Paper and Draft Initial Study and provide comments to CONTRACTOR.*
- *Make CEQA document available on COUNTY/ALUC website and distribute public noticing of document's availability as required by law.*

Element 5. Review and Adoption

5.1 Presentation to ALUC

At the outset of the public review period, CONTRACTOR shall make a presentation to ALUC to describe the draft UKIALUCP, its differences from the current plan, and major findings of the environmental review. The ALUC meeting should be structured to allow public comment on the draft UKIALUCP and CEQA document. Two additional trips are provided to present the draft UKIALUCP to joint meetings of 1) the City Council and Board of Supervisors; and 2) the Ukiah Planning Commission and Mendocino County Planning Commission..

5.2 Response to Comments

CONTRACTOR shall tabulate comments received on the draft UKIALUCP made during the ALUC meeting or subsequently received in writing. CONTRACTOR shall include brief responses to each comment and indicate recommended changes to the draft UKIALUCP. CONTRACTOR shall list recommended revisions to the draft ALUCP in a formal Addendum.

5.4 Adoption by ALUC

CONTRACTOR shall make a presentation to the ALUC summarizing the comments received and revisions proposed for the UKIALUCP at an ALUC hearing. Approval of the environmental document and adoption of the UKIALUCP will require formal actions by ALUC. CONTRACTOR shall assist CITY and COUNTY staff with preparation of the staff report and adopting documents for the approval of the environmental document and adoption of the UKIALUCP.

5.5 Final ALUCP

After ALUC adopts the UKIALUCP, CONTRACTOR shall prepare a final version of the UKIALUCP incorporating all the changes listed in the Addendum. CONTRACTOR shall provide CITY and COUNTY with one hard copy each of the final plan and a CD containing all text, GIS maps, and other final document material in their original digital file formats.

Element 6. Additional Services

While the deliverables and basic work effort required for the project are known, many times a need arises for additional services. CONTRACTOR recommends that the work scope include a contingency budget of at least five thousand dollars (\$5,000) to cover unanticipated tasks.

ATTACHMENT B - CONTRACT #1819164

Attachment B Ukiah Municipal Airport Land Use Compatibility Plan Mead Hunt Project Budget January 10, 2019

WORK PLAN	DIRECT LABOR COST	EXPENSES	TOTAL	PERCENT OF TOTAL
Element 1: Project Management, Coordination, and Meetings	\$29,236	\$574	\$29,810	24%
Element 2: Data Collection and Compilation	\$24,674		\$24,674	20%
Element 3: Draft ALUCP Preparation	\$35,320		\$35,320	28%
Element 4: Environmental Impact Documentation	\$17,200	\$66	\$17,266	14%
Element 5: Review and Adoption	\$17,768	\$162	\$17,930	14%
LUMP SUM TOTAL:	\$124,198	\$802	\$125,000	100%
Element 6: Additional Services	-	-	\$5,000	-
TOTAL			\$130,000	

Budget Assumptions

Airport Layout Plan (ALP) and airspace plan to be provided in AutoCAD format by SCAS
Processing radar flight tracks not included
CITY staff to provide or coordinate obtaining GIS land use and zoning data from local agencies
Aerial photographs will be provided by the client, or used from publicly available databases.
CITY or COUNTY/ALUC staff responsible for noticing Public Draft ALUCP and CEQA document
Only one public circulation of CEQA documents is assumed
Only minor revisions anticipated to be needed to ALUCP drafts to address agency or public comments.
One CONTRACTOR staff person to attend meetings and provide technical input. Six distinct project trips provided (8-hour day, no overnight stay). Meetings will utilize a combination of PowerPoint and PDF displays
CITY staff responsible for arranging rooms, noticing project meetings, making available project documents and overall coordination with ALUC, Caltrans, affected agencies and/or the public.
Multiple meetings may be scheduled on same day, where feasible. Additional meetings requiring separate trips or overnight stays to be charged against contingency task.

LABOR HOURS	TEAM							
		FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/ MEYER	-
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
Element 1: Project Management, Coordination, and Meetings		2	32	108				
Element 2: Data Collection and Compilation	H		8	12	24	56	24	3
Element 3: Draft ALUCP Preparation	O		16	52		56	48	16
Element 4: Environmental Impact Documentation	U		8	16		64	20	8
Element 5: Review and Adoption	S		16	32		32	16	12
SUBTOTAL HOURS:		2	80	220	24	288	108	39
PERCENT OF TOTAL:		0%	11%	28%	3%	38%	14%	5%
TOTAL HOURS:								761

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

Element 1: Project Management, Coordination, and Meetings	YEAR	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	ERCHMEYER	-
	CLASSIFICATION	PRINCIPAL	Sr. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ADMINISTRATIVE ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
1.1 Project Administration (12 months)	\$3,448 M	2	2	12				
1.2 Coordination and Meetings with County/ALUC (6 trips)	\$25,788 S		30	96				
	TOTAL HOURS:	2	32	108				
	DIRECT LABOR COST:	\$620	\$7,232	\$21,384				
LABOR SUBTOTAL DOLLARS:		\$29,236						

EXPENSES	
Travel (6 trips)	\$574
TOTAL EXPENSES:	\$574

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 1 TOTAL:	\$29,236	\$574	\$29,810

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

Element 2: Data Collection and Compilation	TEAM	FAUCHER	BRODY/ DIETZ/HOOVER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/MEYER	ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
2.1 Kickoff Meeting (travel labor/expenses budgeted under Task 1.2)	\$1,674		2	4		4		1
2.2 Airport and Land Use Data and Mapping	\$4,095		2	2		20	4	
2.3 Activity Forecasts and Noise Contours	\$18,045		2	2	24	40		
2.4 Background Data Chapter	\$8,632		2	4		32	20	2
TOTAL HOURS:			8	12	24	96	24	3
DIRECT LABOR COST:			\$1,808	\$2,376	\$3,960	\$12,672	\$3,552	\$306
LABOR SUBTOTAL DOLLARS:								\$24,674

EXPENSES	
None	
TOTAL EXPENSES:	

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 2 TOTAL:	\$24,674		\$24,674

Element 3: Draft ALUCP Preparation	TEAM	FAUCHER	BRODY/ DIETZ/HOOVER	THOMPSON	SMITH	DIAZ/ ENGELSTAD	EROH/MEYER	ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ASSISTANT
	RATE	\$310	\$226	\$198	\$165	\$132	\$148	\$102
3.1 Impact Identification	\$1,724		2	4		16	16	
3.2 Draft Policies Chapter	\$7,688		8	16		16		
3.3 General Plan Consistency Review	\$9,156		2	16		24	16	
3.4 Administrative Draft and Public Draft UKIALUCP	\$13,152		4	16		40	16	16
TOTAL HOURS:			16	52		96	48	16
DIRECT LABOR COST:			\$3,616	\$10,296		\$12,672	\$7,104	\$1,632
LABOR SUBTOTAL DOLLARS:								\$35,320

EXPENSES	
None	
TOTAL EXPENSES:	

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 3 TOTAL:	\$35,320		\$35,320

Attachment B
Ukiah Municipal Airport Land Use Compatibility Plan
Mead Hunt Project Budget
January 10, 2019

Element 4: Environmental Impact Documentation	TEAM	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DUAL/ ENGELSTAD	ERICH/MEYER	— ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ASSISTANT
	RATE	\$310	\$226	\$158	\$163	\$132	\$148	\$102
4.1 Displacement Analysis	\$9,080		4	8		32	16	
4.2 CEQA Initial Study/Negative Declaration	\$6,120		4	8		32	4	8
	TOTAL HOURS:		8	16		64	20	8
	DIRECT LABOR COST:		\$1,808	\$1,344		\$8,448	\$2,960	\$816
LABOR SUBTOTAL DOLLARS:		\$17,200						

EXPENSES	
Printing and Shipping (State Clearinghouse Submitals)	\$66
TOTAL EXPENSES:	\$66

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 4 TOTAL:	\$17,200	\$66	\$17,266

Element 5: Review and Adoption	TEAM	FAUCHER	BRODY/ DIETZ/HOOPER	THOMPSON	SMITH	DUAL/ ENGELSTAD	ERICH/MEYER	— ADMINISTRATIVE
	CLASSIFICATION	PRINCIPAL	SR. PROJECT PLANNER	PROJECT MANAGER	SENIOR PLANNER	PLANNER II	SENIOR TECHNICIAN	ASSISTANT
	RATE	\$310	\$226	\$158	\$163	\$132	\$148	\$102
5.1 Presentation to ALUC (travel time/expenses budgeted under Task 1.2)	\$1,874		2	4		4		1
5.2 Response to Comments	\$4,652		8	8		8		2
5.3 Adoption by ALUC (travel time/expenses budgeted under Task 1.2)	\$1,874		2	4		4		1
5.4 Final ALUCP	\$3,368		4	16		16	16	8
	TOTAL HOURS:		16	32		32	16	12
	DIRECT LABOR COST:		\$3,616	\$6,336		\$4,224	\$2,368	\$1,224
LABOR SUBTOTAL DOLLARS:		\$17,768						

EXPENSES	
Printing and Shipping (One hardcopy each for CITY and COUNTY)	\$162
TOTAL EXPENSES:	\$162

	DIRECT LABOR COST	EXPENSES	TOTAL
ELEMENT 5 TOTAL:	\$17,768	\$162	\$17,930



Contract Amendment No. 1

February 18, 2020

Craig Schlatter
Director of Community Development
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

Project Name: Ukiah Municipal Airport Land Use
Compatibility Plan (ALUCP)
Project Location: Ukiah Municipal Airport (UKI)
Project number: 2112200-190459.01
Mead & Hunt Manager: Maranda Thompson

Subject: Amendment No. 1 - Expanded Technical Justification and Local Coordination

Dear Mr. Schlatter:

The above-referenced PROJECT requires an Amendment. The work covered under this Amendment is in addition to the Scope of Services stated in the original CONTRACT between the CLIENT (City of Ukiah) and the CONSULTANT (Mead & Hunt, Inc.) dated 2/13/2019.

The CLIENT agrees that the CONSULTANT shall provide additional professional consulting services for the PROJECT as set forth in this Amendment and the CLIENT shall provide payment for those services as provided for in this Amendment.

A detailed description of our understanding of the Amended PROJECT Scope of Services, Schedule, and Compensation is provided below.

Reason for Amendment

The original CONTRACT reflected a streamlined PROJECT effort with a 12-month schedule, \$130,000 budget (including \$5,000 contingency), six site visits, and six hours for conference calls. Additional effort by the CONSULTANT has been required to address strong divergent viewpoints of the Technical Advisory Group established for this PROJECT. This Amendment documents the Additional Tasks Completed (Not in Original Scope), Additional Tasks Pending (Not in Original Scope), and Tasks Pending (In Original Scope). This Amendment reflects a PROJECT budget increase of \$30,000 and extension of the PROJECT schedule of up to six months.

Background

A Technical Advisory Group (TAG) was composed with membership from the City of Ukiah, County of Mendocino, and Mendocino County Airport Land Use Commission (ALUC). The purpose of the TAG was to provide input to airport land use compatibility policies and feedback on project deliverables. From the beginning, members of the TAG had strong divergent viewpoints on the formulation of the draft compatibility zone boundaries and policies. This circumstance has required an expanded effort by the CONSULTANT, beyond the work included in the original Scope of Services, to analyze each disputed topic, describe advantages and disadvantages, and provide options for potential resolution. These areas of disagreement, which have required additional effort by the CONSULTANT, also necessitate extension of the PROJECT schedule and increase in the PROJECT Budget.

The purpose of this Amendment is three-fold, as follows:

1. To document the additional work effort completed to date to address opposing comments of TAG. This Amendment acknowledges that the existing PROJECT task budgets were reallocated to cover this additional work that was not included in the original Scope of Services but has since been completed. See “Additional Tasks Completed (Not in Original Scope)” below.
2. To document the tasks remaining to complete the PROJECT. Most of these tasks are those included in the original Scope of Services but have yet to be completed. Since the existing PROJECT Budget was reallocated to other additional tasks specified under Item 1 above, additional budget is required to complete pending tasks. See “Additional Tasks Pending (Not in Original Scope)” and “Tasks Pending (In Original Scope)” below.
3. To document the additional budget needed to complete the PROJECT. The Amended Budget considers the additional work completed, additional work pending, original work pending, and the reallocation of existing Project Task Budgets. This Amendment reflects a budget increase of \$30,000.

Amended Scope of Services

The Scope of Services for the PROJECT is amended as follows:

Additional Tasks Completed (Not in Original Scope)

1. Expanded coordination effort to work through project elements with the City, County, and TAG.
2. Modeling noise contours for CalFire Peak Day activity to reflect seasonal variations in UKI operations.
3. Research related to the factors involved in setting the existing and future Runway 15 end and landing threshold.
4. Analysis related to the possible establishment of a “blended” Runway Protection Zone (RPZ) at the north end of the airport.
5. Analysis related to the advantages and disadvantages of maintaining the parcel-based composite compatibility zones or using the safety zones from the California Airport Land Use Planning Handbook (Handbook).
6. Analysis related to adjusting the draft compatibility zones south of UKI in recognition of the high terrain to the west which affects the southerly traffic pattern.
7. Analysis related to the possible establishment of an “Urban Overlay Zone” in recognition of existing land use patterns.
8. Expanded effort to prepare the administrative drafts of the ALUCP for City, County, and TAG review.

Additional Tasks Pending (Not in Original Scope)

1. Project management for up to six additional months.
2. TAG#4 conference call to obtain feedback on the Administrative Draft ALUCP.

Original Tasks Pending (In Original Scope)

1. Preparation of the Public Draft ALUCP based on TAG comments. Assumes no major change to the intent of the draft policies.
2. Completion of the draft CEQA document.
3. Participation in Joint City/County Planning Commission meeting.
4. Participation in Joint City/County Elected Officials meeting.
5. Preparation of responses to public comments and addendum to draft ALUCP.
6. Participation in ALUC adoption hearing.
7. Preparation of Final ALUCP.

Amended Schedule

CONSULTANT proposes the following revised date to complete the work for this PROJECT:

- Approximate end date: 7/31/2020 (increase of up to 6 months to the original contract schedule).

Schedule dependent upon coordination between the City and County for meeting scheduling.

PROJECT MILESTONES	ORIGINAL (2019)	REVISED (2019/2020)
Tasks Completed		
Notice to Proceed	February 2019	2/25/19
ALUC Meeting #1 Kickoff	April 2019	April 2019
TAG Call #1 Background Paper	May 2019	June 2019
TAG Call #2 Policy Paper	June 2019	July 2019
TAG Call #3 Compatibility Zones/Criteria (Additional)	NA	October 2019
ALUC Meeting #2 ALUCP Update	July 2019	November 2019
Draft ALUCP (City Review)	August 2019	December 2019
Draft ALUCP (County Review - Additional)	NA	January 2020
Draft ALUCP (TAG Review - Additional)	NA	February 2020
Tasks Pending		
TAG Call #4 Draft ALUCP (Additional)	NA	February 2020
Draft ALUCP and CEQA (Public Review)	October 2019	March 2020
ALUC Meeting #3 Draft ALUCP/CEQA Circulation	October 2019	NA
City/County Meeting #1 Planning Commission	November 2019	April 2020
City/County Meeting #2 Elected Officials	November 2019	April 2020
ALUC Meeting #4 ALUCP Adoption	December 2019	May 2020
Final ALUCP	December 2019	June 2020

Amended Compensation

Form of compensation for work under this Amendment will be in accordance with the *Terms and Conditions* of the existing CONTRACT. The City of Ukiah will pay Mead & Hunt an increase of **Thirty Thousand Dollars (\$30,000)** for the work performed under this Amendment. This Amendment results in a revised total contract amount of One Hundred Sixty Thousand Dollars (\$160,000) for the PROJECT. A budget breakdown is included as Attachment 1 to this Amendment.

Amended Responsibilities of (City of Ukiah)

In addition to those responsibilities listed in the original CONTRACT and previous amendments (if applicable), this Amendment is based on City of Ukiah performing or providing the following:

- Public circulation and State Clearinghouse submittal of the Draft ALUCP and associated CEQA document.
- Continued coordination with County regarding meeting schedules.

Mr. Schlatter

2/18/2020

Page 5

Authorization for Amendment

The Amended Scope of Services, Schedule, and Compensation stated in this amendment are valid for a period of fourteen (14) days from date of submission. If authorization to proceed is not received during this period, this amendment may be reviewed and modified by Mead & Hunt.

Signatures of authorized representatives of City of Ukiah and Mead & Hunt, Inc. shall amend the existing Agreement (original CONTRACT and all previous amendments, if applicable) between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in this Amendment. All services will be performed in accordance with the *Terms and Conditions* of the original CONTRACT and amendment(s), if applicable. If a signed copy of this Authorization is not received by Mead & Hunt, Inc. within fourteen (14) days from the date of issuance, Mead & Hunt, Inc. may stop work on the above services.

Respectfully submitted by,
MEAD & HUNT, Inc.



Maranda Thompson
Project Manager

Attachments:

- 1 – Amended Budget Cost Breakdown
- 2 - Mead & Hunt, Inc. 2020 Billing Rate Schedule

Accepted by: CITY OF UKIAH

Approved by: MEAD & HUNT, INC.

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

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

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

Date: _____

Date: _____

Ukiah Municipal Airport Land Use Compatibility Plan (ALUCP)

Amendment No. 1 Budget

2/18/2020

WORK PLAN	Original Budget	Amendment No. 1 Budget	TOTAL	Summary of Additional Tasks (as detailed above)
Element 1: Project Management, Coordination, and Meetings	\$ 29,810	\$ 7,000	\$ 36,810	6-month project extension (1 hour/month) TAG#4 conference call (2-hour call plus 2 hours preparation) Joint PC meeting (2-hour meeting, 2 hours for travel, 2 hours preparation, 1 staff person, plus expenses) Joint Electeds meeting (same as PC meeting) ALUC meeting (same as PC meeting)
Element 2: Data Collection and Compilation	\$ 24,674	\$ 2,400	\$ 27,074	CalFire Peak Day noise contours and related data compilation
Element 3: Draft ALUCP Preparation	\$ 35,320	\$ 8,600	\$ 43,920	Second administrative draft (County Review) Third administrative draft (TAG Review) Fourth administrative draft (Public Review)
Element 4: Environmental Documentation	\$ 17,266	\$ -	\$ 17,266	None
Element 5: Review and Adoption	\$ 17,930	\$ 12,000	\$ 29,930	Response to public comments Addendum to draft ALUCP Final ALUCP
Element 6: Additional Services	\$ 5,000		\$ 5,000	None
TOTAL	\$ 130,000	\$ 30,000	\$ 160,000	

MEAD & HUNT, Inc.
California Standard Billing Rate Schedule
Effective January 1, 2020

Standard Billing Rates

Clerical	\$82.00 / hour
Technical Editor	\$115.00 / hour
Senior Editor	\$168.00 / hour
Registered Land Surveyor	\$130.00 / hour
Accounting, Administrative Assistant	\$109.00 / hour
Technician I, Technical Writer	\$101.00 / hour
Technician II, Surveyor - Instrument Person	\$117.00 / hour
Technician III	\$125.00 / hour
Technician IV	\$144.00 / hour
Senior Technician	\$174.00 / hour
Engineer I, Scientist I, Architect I, Interior Designer, Planner I	\$131.00 / hour
Engineer II, Scientist II, Architect II, Interior Designer, Planner II	\$142.00 / hour
Engineer III, Scientist III, Architect III, Interior Designer, Planner III	\$151.00 / hour
Senior Engineer, Senior Scientist, Senior Architect, Senior Interior Designer, Senior Planner, Senior Economist	\$178.00 / hour
Project Engineer, Project Scientist, Project Architect, Project Interior Designer, Project Planner	\$205.00 / hour
Senior Project Engineer, Senior Project Scientist, Senior Project Architect, Senior Project Interior Designer, Senior Project Planner	\$241.00 / hour
Senior Associate, Principal, Senior Client/Project Manager	\$324.00 / hour

Expenses

Geographic Information or GPS Systems	\$100.00 / day
Total Station Survey Equipment	\$110.00 / day
Charges for other equipment may appear in a proposal	
Out-Of-Pocket Direct Job Expenses	cost plus 15%
Such as reproductions, sub-consultants / contractors, etc.	

Travel Expense

Company or Personal Car Mileage	\$ IRS rate / mile*
* the current IRS rate as of Jan. 2020 is: 57.5 cents per mile	
Air and Surface Transportation	cost plus 15%
Lodging and Sustenance	cost plus 15%

Billing & Payment

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

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

This schedule of billing rates is effective January 1, 2020, and will remain in effect until December 31, 2020, unless unforeseen increases in operational costs are encountered. We reserve the right to change rates to reflect such increases.



AGENDA SUMMARY REPORT

SUBJECT: Authorize City Manager to Negotiate and Execute a Lease Agreement with North Coast Opportunities for Continued Operation of Vinewood Park Community Garden.

DEPARTMENT: Community
Services

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Lease Agreement Vinewood Park Community Garden

Summary: The City Council will consider authorizing the City Manager to Negotiate and Execute a Lease Agreement between the City of Ukiah and North Coast Opportunities for the Continued Operation of the Vinewood Park Community Garden.

Background: On April 2, 2014, Council approved the City Manager to negotiate and execute a lease agreement between the City of Ukiah and North Coast Opportunities (NCO) for the development and operation of the Vinewood Park Community Garden. NCO successfully developed the Vinewood Garden Project that consists of a combination of in-ground beds within a fenced area at Vinewood Park. The garden is operated by NCO and is maintained through a network of volunteers.

Discussion: Staff supports NCO and the Vinewood Garden Project because the garden has brought value to the neighborhood by contributing to personal connections, food security, and community pride. NCO has a proven track record of their commitment and dedication to those communities they support through their community gardens projects. Per the proposed lease agreement, NCO will be responsible for the cost of water service to the garden.

Staff is recommending Council approve the City Manager to negotiate and execute a lease agreement between the City of Ukiah and NCO for the continued operation of the Vinewood Garden Project (Attachment 1). Note: A five Year term with the option for an additional five years is recommended.

Recommended Action: Authorize City Manager to negotiate and execute a lease agreement with North Coast Opportunities for the continued operation of Vinewood Park community garden.

BUDGET AMENDMENT REQUIRED: N/A

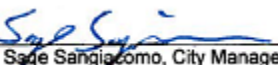
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

LEASE AGREEMENT

This Lease, made this _____, 2020, by and between the City of Ukiah, State of California, acting by and through its City Council, hereinafter referred to as “Lessor” and North Coast Opportunities, a non-profit corporation organized and existing under and in compliance with the laws of the State of California and its officers, hereinafter referred to as “Lessee”.

RECITALS:

1. Lessor has the authority contained in Government Code §§37380 and 37395 and does determine that the use of certain property owned by the Lessor is not required for its use at this time and is available for Lease; and
2. The use of said property by the Lessee would be and is beneficial for the citizens of the City of Ukiah.

LEASE AGREEMENT

1. LEASE.

The parties hereto agree on the terms and conditions hereinafter expressed. Lessor does hereby let to Lessee and Lessee does hereby hire from Lessor the North West Corner of Vinewood Park, a portion of Assessor’s Parcel #001-450-01 as more specifically described on the attached “Exhibit A”.

2. TERM. The initial term of the lease began on April 2, 2014, and expired on December 31st, 2019.

This renewal will begin _____, 2020 and continue until _____, 2025, with the option to renew after the 5-year term, subject to earlier termination as provided in Section 7.

3. RENT.

As rent for the term hereby demised, Lessee agrees to pay to Lessor the sum of One Dollar (\$1.00) per year in full consideration hereof for the use of said property.

3.1. Lessee specifically represents that it does not intend to make a profit on the use of the leased premises. All income derived from use of the leased premises shall be used exclusively to sponsor or promote community gardening on the leased premises or for improvements to the leased premises.

3.2. Lessee shall maintain regular books of account which it shall make available to Lessor upon demand for inspection or audit.

3.3 Lessee agrees to provide signage in a location of visibility on the leased premises which identifies Lessor as a sponsor of the Community Garden.

4. USE AND IMPROVEMENTS

Lessee hereby agrees to install all improvements which shall become part of said property and title to said improvements shall be vested in the Lessor upon termination of this Lease except as set forth herein.

4.1. Lessee shall use the leased premises exclusively as a community garden under the Lessee's sponsorship and supervision.

4.2. Improvements, excavations, removal of any trees, brush, grass or improvements and other modifications to the property shall be the sole responsibility of Lessee and must be approved by Lessor prior to conducting work.

4.3. Lessee agrees to keep the premises and all improvements in good repair and order and to bear the full cost for maintenance of all improvements.

4.4. Lessee shall acquire the necessary and required permits from the appropriate regulating body for the development proposed under this lease.

4.5. Lessee is responsible for the relocation, alteration, removal, construction, or reconstruction of any municipal or private facilities, structures or utilities existing on leased premises which are presently in use or abandoned.

4.6. Lessee shall insure that no alcoholic beverages are possessed or consumed on the leased premises at any time. Lessee shall not use or permit the leased premises to be used except in full compliance with all rules, regulations, laws or ordinances of the City of Ukiah and the State of California and not allow any public or private nuisance to exist upon the leased premises. Lessee shall not permit use of the property for any reason after the hour of 10:00 PM. Lessee shall not permit vehicles to park on the premises between the hours of 10:00 PM and 8:00 AM, and shall properly post the premises in accordance with Vehicle Code requirements.

4.7 Lessee shall be responsible for the cost of the water, metered to the Community Garden. With the completion of the City of Ukiah's purple pipeline project, if reclaimed water is available to provide water to the Community Garden for irrigation purposes, the lessee shall pay fees, if any, adopted by the City for the use thereof.

5. ASSIGNMENT.

Lessee will not assign this Lease or any interest therein and will not let or underlet the said premises or any part thereof without the prior written consent of the Lessor.

6. INDEMNIFICATION AND INSURANCE

6.1. Lessor shall not be liable for and is free from the cost of any damages for personal injury or property damage resulting from the use made by Lessee of the demised premises, any defective condition or faulty construction of the demised premises existing at the time of letting or arising thereafter and Lessee covenants and agrees to indemnify and hold harmless said Lessor and its officers, agents and employees from and against any and all liability, loss, cost, or other obligation, including reasonable attorney's fees, on account of or arising out of any such injuries or losses however occurring.

6.2. Lessee covenants and agrees during the life of this Lease at Lessee's sole expense to comply with the requirements of Exhibit B, Insurance Requirements for Lessees (No Auto Risks), attached hereto and incorporated herein by reference.

6.3. Notwithstanding the provisions of Exhibit B requiring Lessee to procure workmen's compensation insurance, Lessee need not procure such insurance provided all of the following conditions are met:

- a. It maintains its status as a non-profit tax exempt organization;
- b. Its Board of Directors takes no action to designate any person providing services or work to the organization as its employee; and
- c. All persons performing services for the organization do so strictly as volunteers without receiving any compensation whatsoever.

Lessee shall immediately notify Lessor if it fails to meet all of the conditions of this paragraph 6.3 and shall immediately thereafter comply with the workmen's compensation provisions of Exhibit B.

7. TERMINATION.

7.1. This lease or any renewal thereof, may be cancelled for any reason by either party on sixty (60) days written notice to the other party.

7.2. Lessor can cancel this Lease immediately for any breach of this lease by Lessee, including, but not limited to, failure to provide insurance, without any prior notice to Lessee.

8. ATTORNEY'S FEES.

Lessee shall pay Lessor its reasonable costs and attorney's fees if Lessor prevails in any legal action to enforce any of the terms of the Lease.

9. WAIVER.

City's waiver of any default in Lessee's performance of any condition of this Lease, including the obligation to pay rent, shall not constitute a waiver of remedies available for a subsequent breach of the same or a different condition of this Lease. Acceptance of subsequent rental payments from Lessee or its assignees shall not constitute a waiver of the failure of Lessee to pay rent or obtain prior approval to an assignment of this Lease.

10. NOTICES

Any written notice required hereby shall be deemed sufficient when placed in the United States mail, postage prepaid and addressed as follows:

TO LESSEE:

North Coast Opportunities
The Gardens Project
413 N State Street
Ukiah, CA 95482

TO LESSOR:

City Manager
Ukiah Civic Center
300 Seminary Avenue
Ukiah, CA 95482

11. PARAGRAPH HEADINGS.

Paragraph headings are included for the convenience of the parties and are not intended to define or limit the scope of this Lease.

12. PREVIOUS AGREEMENTS.

Any and all existing statements or agreements, whether oral or written, or renewals thereof, between the parties hereto, covering the same subject matter, are hereby cancelled and superseded by the terms of this Lease, and such prior agreements, statements or understandings shall have no further force or effect.

13. DUPLICATE ORIGINALS

This Lease may be executed in one or more duplicate originals bearing the original signature of both parties and when so executed any such duplicate original shall be admissible as proof of the existence and terms of this Lease.

Entered on the date first written above.

CITY OF UKIAH

By: _____

Title: _____

ATTEST:

City Clerk

NORTH COAST OPPORTUNITIES

By: _____

Title: _____



AGENDA SUMMARY REPORT

SUBJECT: Consider Adoption of a Landmark Tree Nomination for Landmark Tree Status.

DEPARTMENT: Community
Services

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Consent Calendar

ATTACHMENTS:

1. LANDMARK TREE NOMINATION

Summary: The City Council will consider adoption of Landmark Tree nomination for four distinguished trees for Landmark Tree Status.

Background: In early 2009, a citizen advisory committee formed and became the Tree Advisory Group (TAG), an open and voluntary group consisting of horticulture/tree professional, interested community members and City staff representatives.

In December 2010, Council adopted the Tree Management Guidelines developed by TAG in collaboration with City staff. At that time, goals for TAG were established, which included the creation of a Landmark Tree Program.

In 2012, the Tree Advisory Group created a Landmark Tree Program that provides the City with a method to recognize noteworthy trees on public property, as well as allowing private property owners to take part on a voluntary basis. It also encourages private property owners to take part on a voluntary basis. The criteria for a Landmark tree is that the trees are outstanding specimens; are the largest or oldest in the City, have historic interest, have a distinctive form or aesthetic appeal and environmental value.

Discussion: Included with this report is the Landmark Tree nomination form for four Valley Oak (*Quercus lobate*) trees located on City property at 300 Seminary Avenue (Attachment 1). These Valley Oaks share their canopies with the homeowners who border the property, and those homeowners have signed a form in agreement that these trees should be included in the Landmark Tree program. Because the potential Landmark Trees are located on the southern side of the property in a restricted area, two of the trees will not be available for the public to view. Two of the four trees are located closer to the public streets (one near Dora and one near Oak Street) and are accessible for public view.

The Valley Oaks being nominated meet the nomination criteria of being large, having aesthetic appeal, and providing high quality habitat for wildlife. The Valley Oak tree is often the largest oak tree found in California; mature specimens may attain an age of over 300 years or more. The large elongated acorns were a major staple for native tribes and are still an important food source for wildlife. These oaks have grown well over the last century, having access to underflow from a culvert creek bed. They amplify the benefits of a native species well adapted to our environment.

Staff and the Tree Advisory Group are recommending City Council approve adoption of the nomination of four Valley Oak trees for Landmark Tree status.

Recommended Action: Council to consider adoption of Landmark Tree nomination for Landmark Tree status.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: City of Ukiah Tree Advisory Group

Approved: 
Sage Sangiacomo, City Manager

City of Ukiah



Tree Advisory Group

Landmark Tree Program

The Landmark Tree Program was created by the Tree Advisory Group of the City of Ukiah to identify remarkable trees within Ukiah.

The program accepts trees that are outstanding specimens; are the largest or oldest in the city; have historic interest; have distinctive form or aesthetic appeal; have environmental value.

The Landmark Tree Program includes specific trees within the city limits on public property but also extends to private property for owners who wish to participate on a voluntary basis.

Nomination Form

TREE LOCATION

Please include map of property and photo

300 Seminary Ave

COMMON NAME OF TREE

Valley Oak

TREE CATEGORY ☐ Specimen ☒ Size/Age ☐ Historic Interest ☐ Aesthetic Appeal ☒ Environmental Value
Pick all that apply. If other, please explain.

Nominator City of Ukiah
Tree Advisory Group

Date Submitted

2/4/20

Address

300 Seminary Ave

Home Phone

707-467-5765

Cell Phone

Email

Tree Owner Name

(if different than nominator)

Address

Home Phone

Cell Phone

Email

Significance of Tree/Grove

Highlight and justify the specific reason(s) you think the tree is significant. Include any documents like newspaper clippings, brochures or other historical documentation.

Valley Oak
Along City Civic
Center Property Line

Trees provide
high Quality
habitat for wild
life









AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for the 2019 Street Reconstruction Project, Specification No.19-09.

DEPARTMENT: Public Works **PREPARED BY:** Jarod Thiele, Public Works Management Analyst
PRESENTER: Consent Item

ATTACHMENTS:

1. Notice of Completion - Spec 19-09
2. Attachment 2 Contract and Change Orders

Summary: Council will consider approval of a Notice of Completion for the 2019 Street Reconstruction Project, Specification No. 19-09 (Orchard Avenue).

Background: The City Council awarded a contract to Granite Construction Company for the construction of the 2019 Street Reconstruction Project in the amount of \$1,218,041.

Discussion: The work for this project consisted of the reconstruction of Orchard Avenue from East Perkins Street to Ford Street and installation of new and upgraded ADA Ramps.

The contract was completed by the contractor in substantial conformance with the approved plans and specifications on October 25, 2019. The final contract cost, based on actual quantities constructed and authorized contract change orders was \$1,311,184.18

Final payment of the retention will be made to the contractor after 35 days from the date the Notice of Completion (Attachment 1) is filed with the County Recorder. The original contract and Change Orders are included as Attachment 2.

Recommended Action: Approval of Notice of Completion for the 2019 Street Reconstruction Project, Specification No.19-09 and Approval of Corresponding Budget Amendment.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: \$1,218,041

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Measure Y- 12024200.80230; Gas Tax- 50024220.8023

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1920-110

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

Approved: 
Sage Sangiacomo, City Manager

Please return to:

CITY OF UKIAH
300 Seminary Avenue
Ukiah, California 95482-5400
(707) 463-6200

No fee pursuant to Government Code 27383

NOTICE OF COMPLETION

NOTICE IS HEREBY GIVEN:

1. That the real property described is owned by the following whose address is: City of Ukiah, a Municipal Corporation, 300 Seminary Avenue, Ukiah, California 95482-5400.
2. That the nature of the title to the 2019 Street Reconstruction Project, Specification No. 19-09 of all said owners is that of fee simple.
3. That on the 30th day of November, 2019, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Granite Construction Co., 1324 S. State Street, Ukiah, CA 95482.
5. That the real property herein referred to is described as the specific section of North Orchard Avenue in Mendocino County, California within the Ukiah City Limits beginning at East Perkins Street and terminating at Ford Street

I hereby certify under penalty of perjury that the forgoing is true and correct:

City Council Approval

CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383

COU #1920-110

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

2019 STREET RECONSTRUCTION PROJECT

SPECIFICATION NO. 19-09

THIS AGREEMENT, made this 8th day of August, 20 19, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and GRANITE CONSTRUCTION COMPANY 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 twenty (20) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article 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 3RD day of SEPTEMBER 20 19.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: [Signature]
CITY MANAGER, CITY OF UKIAH

Attest: [Signature]
CITY CLERK, CITY OF UKIAH
Granite Construction Company

By: [Signature] Kenneth B. Olson, Vice President
CONTRACTOR

Attest: [Signature] Michael W. Barker
Title: Assistant Secretary



The foregoing contract is approved as to form and legality this 27th day of August, 20 19.

[Signature]
CITY ATTORNEY, CITY OF UKIAH

GRANITE CONSTRUCTION COMPANY

CERTIFICATE OF SECRETARY

I, M. Craig Hall, Secretary of GRANITE CONSTRUCTION COMPANY, a California corporation (the "Company"), do hereby certify that the following is a true and correct copy of resolutions duly adopted and effective December 13, 2018 by a regular meeting of the Executive Committee of the Board of Directors in accordance with the provisions of Article III, Section 15 of the Bylaws of the Company; that the Directors acting were duly and regularly elected; and that the resolutions adopted have not been repealed and are still in full force and effect:

AUTHORIZATION TO EXECUTE DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to execute and deliver on behalf of the Company all documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Jigisha Desai	Senior Vice President, Chief Financial Officer & Assistant Secretary
Carlos F. Alegre	Senior Vice President of Operations Services & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Kyle T. Larkin	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kenneth B. Olson	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary

RESOLVED FURTHER, that the authority provided for herein shall be in accordance with applicable policies, procedures and limits of authority previously approved and the Granite Construction Incorporated Delegation of Authority and Policy then in effect.

AUTHORIZATION TO ATTEST DOCUMENTS AND AGREEMENTS

RESOLVED, that the below listed officers are authorized to attest documents, agreements and undertakings required in connection with construction contract formation and operations of the Company:

James H. Roberts	President & Chief Executive Officer
Jigisha Desai	Senior Vice President, Chief Financial Officer & Assistant Secretary
Carlos F. Alegre	Senior Vice President of Operations Services & Assistant Secretary
Philip M. DeCocco	Senior Vice President of Human Resources & Assistant Secretary
M. Craig Hall	Senior Vice President, General Counsel, Corporate Compliance Officer & Secretary
Kyle T. Larkin	Senior Vice President, Group Manager & Assistant Secretary
Richard M. Rantala	Senior Vice President, Business Development & Assistant Secretary
James D. Richards	Senior Vice President, Group Manager & Assistant Secretary
Dale A. Swanberg	Senior Vice President, Group Manager & Assistant Secretary
Mathew C. Tyler	Senior Vice President, Federal Group Operations & Assistant Secretary
Richard A. Watts	Senior Vice President, Group Manager & Assistant Secretary
Michael W. Barker	Vice President, Controller, Assistant Financial Officer & Assistant Secretary
Kenneth B. Olson	Vice President, Treasurer, Assistant Financial Officer & Assistant Secretary
Nicholas B. Blackburn	Director of Corporate Taxation & Assistant Secretary
Kenneth M. Smith	Group Counsel & Assistant Secretary
Jason M. Jasper	Group Counsel & Assistant Secretary

Dated: December 14, 2018


M. Craig Hall



INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on August 8, 20 19, by and between the City of Ukiah (Ukiah) and Granite Construction Company (Contractor).

Contractor is

performing work per Specification No. 19-09 - 2019 Street Reconstruction Project
_____ 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 Granite Construction Company

BY:  Kenneth B. Olson

TITLE: Vice President



CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, Granite Construction Company

AS PRINCIPAL, and

Travelers Casualty and Surety Company of America

AS SURETY,

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

One Million Two Hundred Eighteen Thousand Forty One 00/100 dollars (\$ 1,218,041.00)

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

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

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

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this 14th day of August, 2019.

In the presence of:

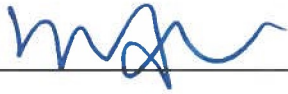
WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:



Granite Construction Company

(Corporate Principal)

1324 South State Street

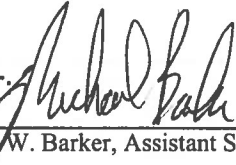
(Business Address)

Ukiah, CA 95482

(City/State/Zip Code)



ATTEST:



Michael W. Barker, Assistant Secretary



Kenneth B. Olson, Vice President

(Corporate Principal)

Affix

Corporate

Seal

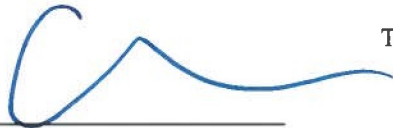
1324 South State Street

(Business Address)

Ukiah, CA 95482

(City/State/Zip Code)

ATTEST:



Ashley Stinson, Attorney In Fact

Travelers Casualty and Surety Company of America



Isabel Barron
Attorney In Fact

Affix

Corporate

Seal

(Corporate Surety)

1 Tower Square

(Business Address)

Hartford, CT 06183

(City/State/Zip Code)

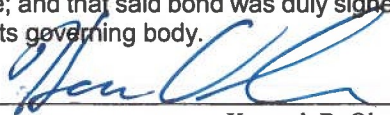
The rate of premium on this bond is \$ 2.20 per thousand.

The total amount of premium charges is \$ 2,679.69 ..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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



Affix Corporate Seal

Kenneth B. Olson, Vice President

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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On August 14, 2019 before me, Mariella Flores, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Mariella Flores, Notary Public



CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, Granite Construction Company

_____, **AS PRINCIPAL**, and

Travelers Casualty and Surety Company of America

_____, **AS SURETY**,

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

One Million Two Hundred Eighteen Thousand Forty One 00/100 dollars (\$ 1,218,041.00)

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

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

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

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this 14th day of August, 2019.

In the presence of:

WITNESS:

(SEAL)

(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS: [Signature]

Granite Construction Company
(Corporate Principal)

1324 South State Street
(Business Address)

Ukiah, CA 95482
(City/State/Zip Code)



ATTEST: [Signature]
Michael W. Barker, Assistant Secretary

[Signature]
(Corporate Principal)

Kenneth B. Olson, Vice President
Affix
Corporate
Seal

1324 South State Street
(Business Address)

Ukiah, CA 95482
(City/State/Zip Code)

ATTEST: [Signature]
Ashley Stinson, Attorney In Fact

Travelers Casualty and Surety Company of America

[Signature]
(Corporate Surety)

Isabel Barron
Attorney In Fact
Affix
Corporate
Seal

1 Tower Square
(Business Address)

Hartford, CT 06183
(City/State/Zip Code)

The rate of premium on this bond is \$ 2.20 per thousand.

The total amount of premium charges is \$ 2,679.69.

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

[Signature] Affix Corporate Seal
Kenneth B. Olson, Vice President

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

ACKNOWLEDGMENT

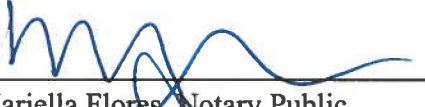
State of California
County of Santa Cruz)

On August 14, 2019 before me, Mariella Flores, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Mariella Flores, Notary Public



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, Granite Construction Company
_____, as **PRINCIPAL**

and _____
Travelers Casualty and Surety Company of America, as **SURETY**,

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

Sixty Thousand Nine Hundred Two and 05/100 Dollars (\$ 60,902.05),
(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 2019 Street Reconstruction Project - Specification No. 19-09

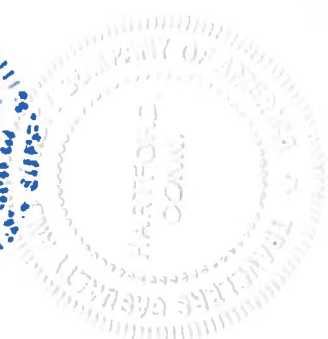
WHEREAS, said Contract has been completed, and was approved on the _____ day of _____,
_____.

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 14th day of August, 20 19.

Granite Construction Company (Seal)
BY:  (Seal)
Kenneth B. Olson, Vice President
Principal (Seal)

Travelers Casualty and Surety Company of America (Seal)
BY:  (Seal)
Isabel Barron, Attorney In Fact (Seal)
Surety



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

ACKNOWLEDGMENT

State of California
County of Santa Cruz

On August 14, 2019 before me, Mariella Flores, Notary Public
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature  (Seal)
Mariella Flores, Notary Public





Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Ashley Stinson** of **WATSONVILLE, California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

By: 
 Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




 Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of August, 2019




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.



**Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company**

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Isabel Barron** of **WATSONVILLE California**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 3rd day of February, 2017.



State of Connecticut

City of Hartford ss.

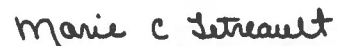
By: 
Robert L. Raney, Senior Vice President

On this the 3rd day of February, 2017, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2021




Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 14th day of August, 2019




Kevin E. Hughes, Assistant Secretary

**To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.**

CITY OF UKIAH
CONTRACT CHANGE ORDER

ORDER NO. 1

DATE: September 12th, 2019

Contract for (Description of Facility): 2019 Street Reconstruction Project, Specification No. 19-09

Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400

To (Contractor): Granite Construction Company, 1324 South State Street, Ukiah CA 95482

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

Change requested by: City Engineer.

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. The City has directed Granite to Pulverize 99,500 SF of 15" by means and methods at a unit price of \$0.35 per SF.		\$34,825.00
2. The City has directed Granite to Remove 99,500 SF of the Top 6" AC by means and methods at a unit price of \$0.75 per SF.		\$74,625.00
3. The City has directed Granite to Cement Treat 99,500 SF of 10" at 4% by means and methods at a unit price of \$1.75 per SF.		\$174,125.00
4. The City has directed Granite to add 99,500 SF Cement Treatment at 5% (increase of 1% over item 3 above) by means and methods at an additional unit price of \$0.10 per SF to the base treatment at 4%.		\$9,950.00
5. The City has removed the 5,525 CY of Roadway Excavation at a unit price of \$31.00 per CY.	\$171,275.00	
6. The City has removed the 250 SY of Subgrade Stabilization at a unit price of \$35.00 per SY.	\$8,750.00	
7. The City has removed the 11,051 SY of Soil Stabilization Fabric at a unit price of \$1.00 per SY.	\$11,051.00	
8. The City has removed the 3,684 CY of Aggregate Base at a unit price of \$33.00 per CY.	\$121,572.00	
9. ESTIMATED NET CHANGE IN CONTRACT PRICE	TBD	

Justification (Detailed and Concise): The City of Ukiah has directed Granite Construction to reconstruct Orchard Avenue through an alternative means from the original Plan involving in-place recycled cement treated base followed by paving 6" of hot mix asphalt. This change will eliminate the original bid items related to base and subgrade excavation. All work will be paid at unit prices values.

The amount of the Contract will be (decreased/increased/unchanged) by the estimated sum of: to be determined

The contract total including this and previous Change Orders will be: to be determined.

The contract period provided for completion will be (~~increased/decreased/unchanged~~):

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

Approved By: _____

(City)

Date

9/13/19

Accepted: _____

(Contractor)

Date

9.12.19

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

CITY OF UKIAH

CONTRACT CHANGE ORDER

ORDER NO. 2

DATE: November 25th, 2019

Contract for (Description of Facility): 2019 Street Reconstruction Project, Specification No. 19-09Owner: City of Ukiah, 300 Seminary Avenue, Ukiah, California, 95482-5400To (Contractor): Granite Construction Company, 1324 South State Street, Ukiah CA 95482

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

Change requested by: City Engineer.

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
1. The City has directed Granite to perform digouts of the roadway and put stabilizing fabric with a deep lift of asphalt at the intersection of Orchard Ave. and Ford St. at a lump sum price of \$37,357.11.		\$37,357.11
2. The City has directed Granite to have their striping contractor paint additional road markings and stop bars at Clara Ave. and Orchard Ave. intersection at a lump sum price of \$1,050.00.		\$1,050.00
3. ESTIMATED NET CHANGE IN CONTRACT PRICE		\$38,407.11

Justification (Detailed and Concise): The City of Ukiah has directed Granite Construction to perform digouts as directed by the City Engineer and place stabilizing fabric with a deep lift of asphalt as directed at the intersection of Orchard Ave. and Ford St.The amount of the Contract will be (decreased/increased/unchanged) by the estimated sum of: to be determinedThe contract total including this and previous Change Orders will be: to be determined.

The contract period provided for completion will be (increased/decreased/unchanged):

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

Approved By: 

(City)

Date 12/4/19Accepted: 

(Contractor)

Date 12/4/19

Date

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



AGENDA SUMMARY REPORT

SUBJECT: Approval of Plans and Specifications for the 2020 Slurry Seal of Local Streets, and Authorize Staff to issue Bids for Specifications No. 20-01, to be Funded by Measure Y.

DEPARTMENT: Public Works

PREPARED BY: Daniel Flores, Engineer Technician

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Plans 20-01 - 2020 SLURRY SEAL OF LOCAL STREETS
2. Specs 20-01 - 2020 SLURRY SEAL OF LOCAL STREETS

Summary: Staff is requesting Council's approval of Plans and Specification No. 20-01 for the 2020 Slurry Seal of Local Streets, to be funded from Measure Y.

Background: Per section 22039 of the Public Contracts Code, Staff is requesting Council's approval of plans and specifications number 20-01 for the Slurry Seal of Local Streets. The engineer's estimate, for construction contract items only, for this project is \$401,744.25. Please refer to Attachment 1, Plans 20-01 - 2020 Slurry Seal of Local Streets, and Attachment 2, Specifications 20-01 - 2020 Slurry Seal of Local Streets.

Discussion: The proposed project will rehabilitate pavement with slurry seal of various local Ukiah streets, areas at the Ukiah Regional Airport, and the Anton Stadium parking lot, as listed in the plans and specifications.

A budget amendment will be required for Measure Y Fund 120 once the bid amounts are known.

Recommended Action: Approve Plans and Specifications for the 2020 Slurry Seal of Local Streets and Authorize Staff to Issue Bids for Specification No. 20-01, to be funded by Measure Y.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 12024200.80230.18151: \$0, Airport 77725200.56600.18151: \$30,000, Anton Stadium 10022100.52100.18151: \$15,000

PROPOSED BUDGET AMOUNT: To Be Determined

FINANCING SOURCE: Measure Y Revenue

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager; Tim Eriksen, Director of Public Works/ City Engineer; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 20-01

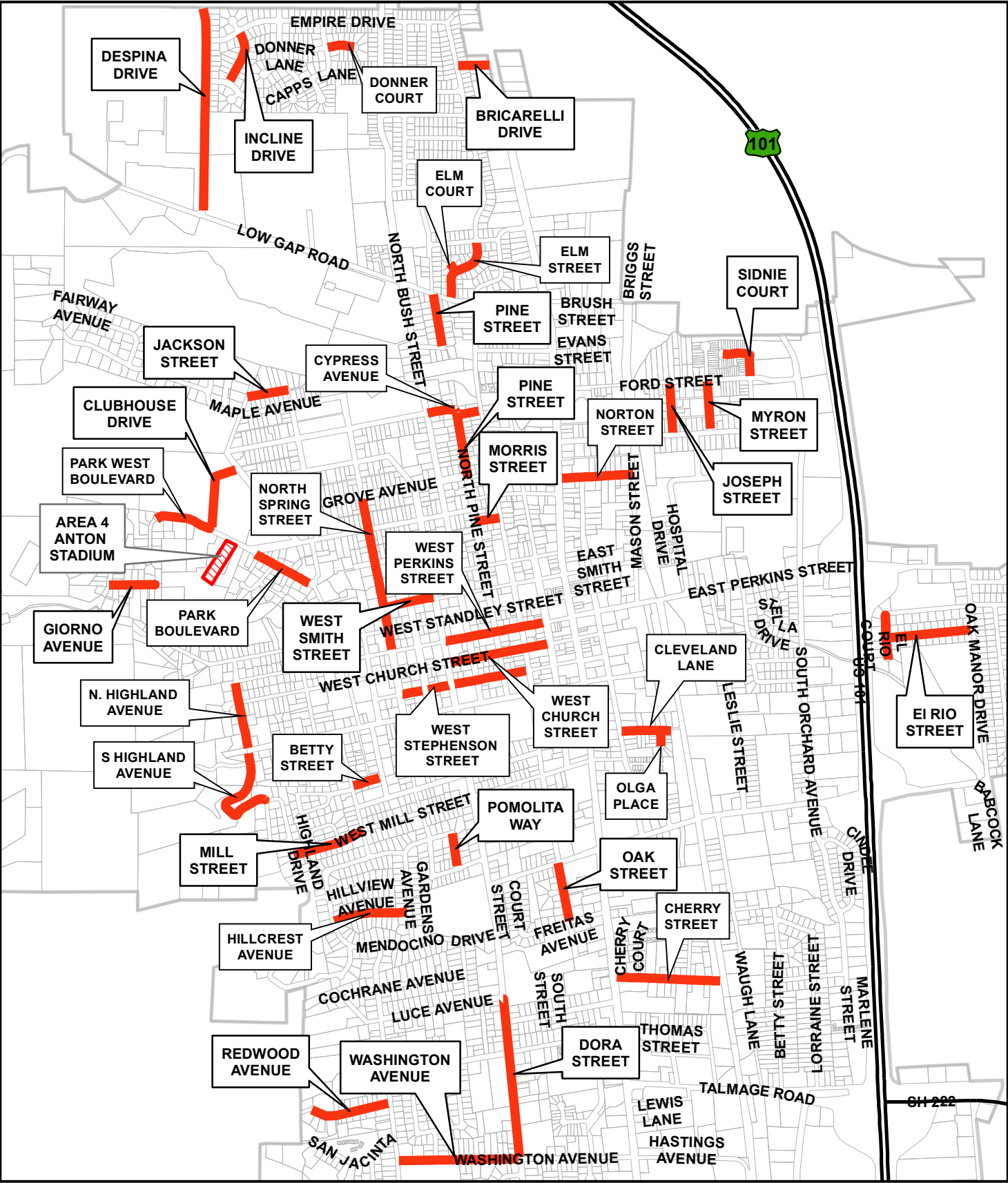
VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

FEBRUARY 2020

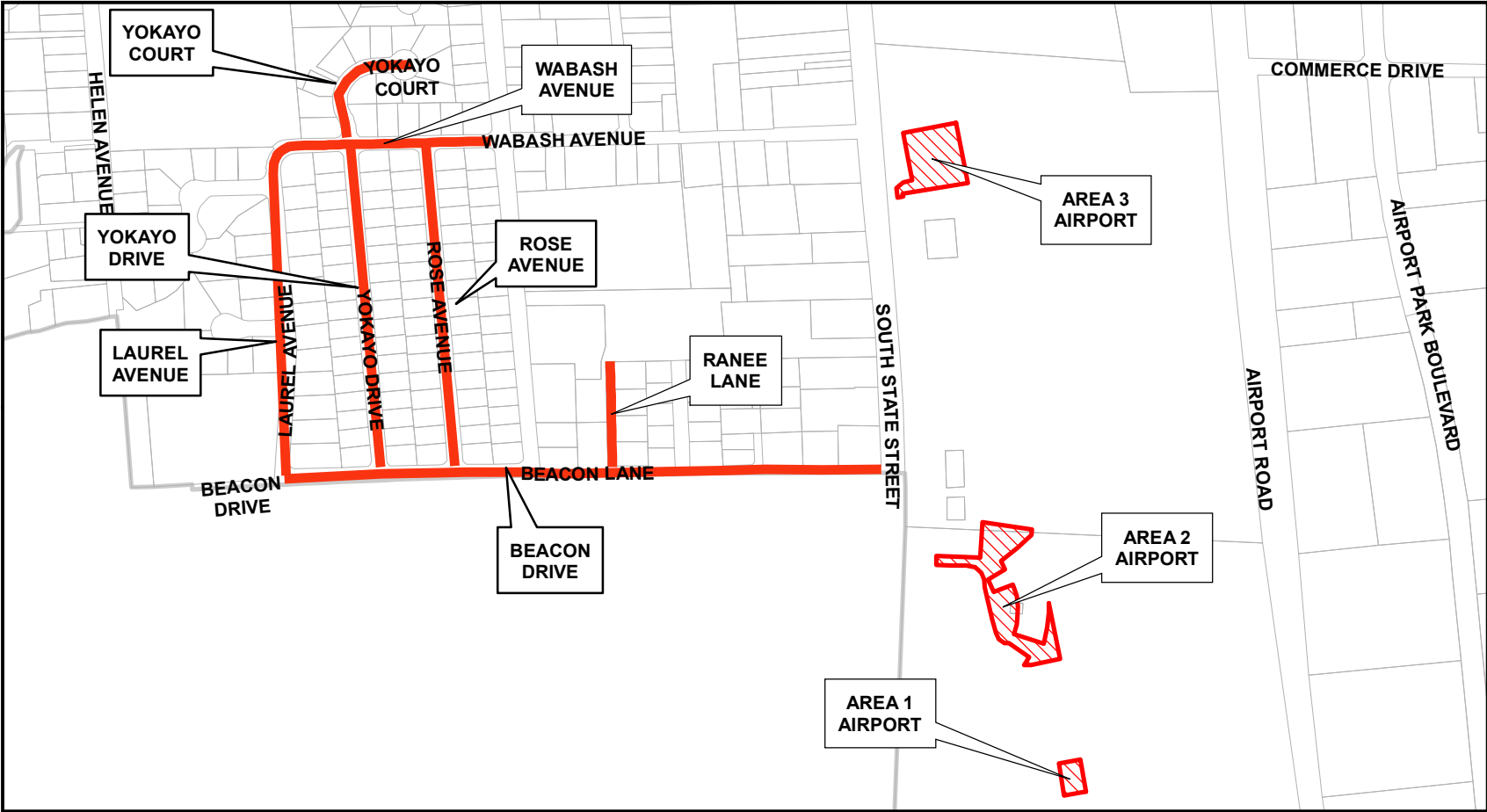
NORTH UKIAH VICINITY MAP

NO SCALE



SOUTH UKIAH VICINITY MAP

NO SCALE



GENERAL NOTES:

ALL MATERIALS, WORKMANSHIP AND CONSTRUCTION SHALL CONFORM TO THE 2010 EDITION OF THE CALTRANS STANDARD PLANS AND SPECIFICATIONS, THESE IMPROVEMENT PLANS AND THE PROJECT SPECIAL PROVISIONS.

CONTRACTOR WILL BE REQUIRED TO ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF THE PROJECT, INCLUDING SAFETY OF ALL PROPERTY; THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY AND NOT BE LIMITED TO NORMAL WORKING HOURS.

CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 6 P.M. MONDAY THROUGH FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER. CONTRACTOR SHALL REFERENCE EXISTING STRIPING AND MARKINGS PRIOR TO BEGINNING WORK AND SHALL RESTRIPE TO MATCH PRE-CONSTRUCTION STRIPING. SEE TABLE 1 FOR QUANTITIES.

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

SLURRY SELECTION

CITY OF UKIAH		
SLURRY SEAL OF LOCAL STREETS		
COVER SHEET		
SCALE: NOT TO SCALE	CITY APPROVAL BY:	DRAWN BY: D.F.
DATE: FEBRUARY 2020		CHECKED BY:
		A.S.
SPECIFICATION NUMBER: 20-01	TIM ERIKSEN DIRECTOR OF PUBLIC WORKS/CITY ENGINEER	DRAWING NUMBER:
DRAWING FILE: S:\Public Works\PROJECTS\Public Works\2020\Spec No 20-01 Slurry Seal Local Streets		1 OF 4

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 20-01

VARIOUS LOCATIONS WITHIN
UKIAH, CALIFORNIA
FEBRUARY 2020

AREA 1: AIRPORT



AREA 2: AIRPORT



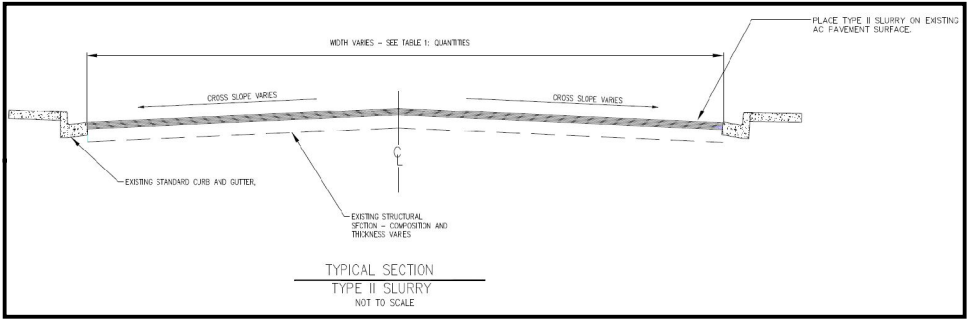
AREA 3: AIRPORT



AREA 4: ANTON STADIUM



 Slurry Seal Area



CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER:	20-01	DRAWING NUMBER:	2 OF 4
S:\Public Works\PROJECTS\Public Works\2020\Spec No 20-01 Slurry Seal Local Streets		Page 128 of 202	

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 20-01

VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

FEBRUARY 2020

TABLE 1: QUANTITIES

STREET SECTIONS						TRAFFIC STRIPING							THERMOPLASTIC PAVEMENT MARKINGS					
STREET NAME	FROM	TO	FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	SOLID 4" (LF)	SOLID 8" (LF)	SOLID DOUBLE 4" (LF)	BROKEN 4" (LF)	BROKEN 4" (LF)	BIKE LANE 4" (LF)	BIKE LANE 6" (LF)	CROSSWALK (LF)	CROSSWALK (LF)	DIRECTIONAL ARROW	STOP BAR (LF)	LADDER XWALK (SF)	LADDER XWALK (SF)
						YELLOW	WHITE	YELLOW	WHITE	YELLOW	WHITE	WHITE	WHITE	YELLOW	WHITE	WHITE	YELLOW	WHITE
AREA 1: AIRPORT					876	-	-	-	-	-	-	-	-	-	-	-	-	-
AREA 2: AIRPORT					5505	-	-	-	-	-	-	-	-	-	-	14	-	-
AREA 3: AIRPORT					4197	-	-	500	-	-	-	-	-	-	-	-	-	-
AREA 4: ANTON STADIUM					5640	-	-	-	-	-	-	-	-	-	6	-	-	-
BEACON LANE	E/SIDE LAUREL AVENUE	W/SIDE STATE ST. MINUS DORA ST.	1986	30	6,620	-	-	-	-	-	-	-	-	-	-	75	-	-
BETTY STREET	MCPEAK ST	OAK PARK AVE	273	20	607	-	-	-	-	-	-	-	-	-	-	-	-	-
BRICARELLI DR.	E/SIDE ELM ST	W/SIDE STATE ST.	330	34	1,247	-	-	-	-	-	-	-	68	-	-	-	-	-
CHERRY STREET	E/SIDE STATE ST.	END	1,120	42	5,227	-	-	-	-	-	-	-	84	-	-	-	-	-
CHURCH STREET (WEST)	E/SIDE DORA ST.	E/SIDE SCHOOL ST.	1,021	20	2,269	-	-	-	-	-	-	-	320	-	1	-	-	-
CLEVELAND LANE	170 FT. E/MAIN ST.	END	350	30	1,167	-	-	-	-	-	-	-	-	-	-	-	-	-
CLEVELAND LANE	E/SIDE MAIN ST.	170 FT E/MAIN ST.	170	35	661	-	-	-	-	-	-	-	-	-	-	18	-	-
CLUBHOUSE DRIVE	N/SIDE PARK BLVD.	LIVE OAK AVE.	810	33	2,970	50	-	-	717	-	-	-	-	-	-	19	-	-
CYPRESS AVENUE	W/SIDE OAK STREET	E/SIDE PINE STREET	213	32	757	-	-	-	-	-	-	-	-	-	-	32	-	-
CYPRESS AVENUE	E/SIDE BUSH ST.	N/SIDE PINE ST.	310	37	1,274	-	-	119	-	-	117	-	-	74	-	-	-	-
DESPINA DR.	N. LOW GAP	NORTHERN CITY LIMITS (2240 FT)	2,240	44	10,951	60	-	-	-	2195	2195	2195	-	394	-	-	-	-
DONNER COURT	E/SIDE HOMEWOOD DR.	END OF COURT	377	35	1,466	-	-	-	-	-	-	-	-	-	-	18	-	-
DORA	S/SIDE UPPER LUCE ST.	N/SIDE WASHINGTON AVE.	1,605	52	9,273	150	-	-	-	1559	3118	3118	-	104	-	-	1500	340
ELM COURT	NW/SIDE ELM ST.	END OF COURT	65	35	253	-	-	-	-	-	-	-	-	-	-	-	-	-
ELM STREET	S/SIDE MAGNOLIA ST.	N/SIDE LOW GAP RD	1,172	33	4,297	-	-	-	-	-	-	-	-	-	-	33	-	-
EL RIO STREET	E/SIDE EL RIO CT.	W/SIDE OAK MANOR DR.	895	34	3,381	-	-	-	-	-	-	-	-	-	-	17	-	-
GIORNO AVENUE	E/SIDE STANDLEY AVE.	END	550	23	1,406	-	-	-	-	-	-	-	-	-	-	-	-	-
HIGHLAND AVENUE (NORTH)	S/SIDE PERKINS ST.	N/SIDE CLAY ST.	720	34	2,720	-	-	-	-	-	-	-	-	-	-	17	-	-
HIGHLAND AVENUE (SOUTH)	HIGHLAND CT.	S/SIDE CLAY ST.	1,350	22	3,300	-	-	-	-	-	-	-	-	-	-	22	-	-
HILLCREST AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE	800	38	3,378	-	-	-	-	-	-	-	-	-	-	-	-	-
INCLINE DRIVE	N/SIDE CAPPS LN.	S/SIDE EMPIRE DR.	550	35	2,139	-	-	-	-	-	-	-	-	-	-	35	-	-
JACKSON AVENUE	LIVE OAK AVE.	EAST END	445	21	1,038													
JOSEPH STREET	S/SIDE FORD ST.	N/ SIDE CLARA AVE.	516	26	1,491	-	-	-	-	-	-	-	-	-	-	26	-	-
LAUREL AVENUE	N/SIDE TEDRORD AVENUE	W/SIDE WABASH	1,250	34	4,722	164	-	-	-	-	-	-	-	-	-	-	272	-
MILL STREET (WEST)	E/SIDE HIGHLAND DR.	W/SIDE MCPEAK	740	36	2,960	292	-	-	-	336	-	-	-	-	-	-	-	-
MORRIS STREET	E/SIDE PINE ST.	W/SIDE OAK ST.	210	27	630	-	-	-	-	-	-	-	-	-	-	-	-	-
MYRON STREET	S/SIDE FORD ST.	N/ SIDE CLARA AVE.	518	26	1,496	-	-	-	-	-	-	-	-	-	-	26	-	-
NORTON STREET	W/SIDE MASON ST.	E/SIDE STATE ST.	745	36	2,980	41	-	132	-	522	-	-	-	72	4	18	-	-
OAK STREET	S/SIDE GOBBI ST.	S/SIDE FREITAS ST.	660	44	3,227	-	-	-	-	-	-	-	-	-	-	22	-	-
OLGA COURT	CLEVELAND LANE	END OF COURT	516	26	1,491	-	-	-	-	-	-	-	-	-	-	13	-	-
PARK BLVD	TODD RD.	WALNUT AVE.	680	26	1,964	50	-	98	-	-	-	-	52	52	-	-	-	-
PARK WEST BLVD	PARK BLVD	END (GATE)	1,123	23	2,870	-	-	-	-	447	-	-	-	-	-	12	-	-
PERKINS STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.	1,060	24	2,827	-	-	-	-	-	-	-	384	-	-	-	-	-
PINE STREET	CYPRESS AVE.	GROVE AVE.	690	40	3,067	-	-	-	-	-	-	-	-	-	-	44	-	-
PINE STREET	LOW GAP RD.	GIBSON ST.	540	31	1,860	108	-	-	-	-	-	-	-	-	-	33	-	-
POMOLITA WAY	N/SIDE POMOLITA	S/SIDE MENDOCINO DR.	360	36	1,440	-	-	-	-	-	-	-	-	-	-	-	-	-
RANEE LANE	N/SIDE BEACON LANE	DEAD END	351	28	1,092	-	-	-	-	-	-	-	-	-	-	-	-	-
REDWOOD AVENUE	E/SIDE HELEN AVE.	END	700	27	2,100	-	-	-	-	-	-	-	-	-	-	13	-	-
ROSE AVENUE	N/SIDE BEACON LANE	S/SIDE WABASH	1,070	34	4,042	-	-	-	-	-	-	-	-	68	-	-	-	-
SIDNIE COURT	N/SIDE FORD ST.	END	742	30	2,473	-	-	-	-	-	-	-	-	-	-	15	-	-
SMITH STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST.	502	24	1,339	-	-	-	-	-	-	-	-	-	-	24	-	-
SPRING STREET	S/SIDE GROVE	N/SIDE WALNUT	330	33	1,210	104	-	-	-	178	-	-	-	-	-	33	-	-
SPRING STREET	N/SIDE W.PERKINS ST.	N/SIDE WALNUT	1,312	54	7,872	505	-	-	-	586	-	-	-	-	-	-	-	-
STEPHENSON STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST. MINUS HORTENSE	447	21	1,043	-	-	-	-	-	-	-	-	-	-	22	-	-
STEPHENSON STREET (WEST)	E/SIDE DORA ST.	W/SIDE OAK ST.	761	22	1,860	-	-	-	-	-	-	-	264	-		-	-	-
WABASH AVENUE	DOOLAN CREEK NEAR LAUREL	W/SIDE DORA	640	36	2,560	129	-	-	-	431	-	-	-	144	-	18	-	-
WASHINGTON AVENUE	E/SIDE HELEN AVE.	W/SIDE DORA ST.	1,270	37	5,221	100	-	-	-	128	-	-	-	222	-	-	407	-
YOKAYO COURT	N/SIDE WABASH AVE	END	446	35	1,734	-	-	-	-	-	-	-	-	70	-	-	-	-
YOKAYO DRIVE	N/SIDE BEACON LANE.	S/SIDE WABASH	1,060	34	4,004	-	-	-	-	-	-	-	-	68	-	-	-	-
TOTAL					152,195	1,753	0	849	717	6,382	5,430	5,313	1,172	1,268	11	619	2,179	340

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING ADA HATCHED ACCESS AISLES NEAR ADA PARKING SPACES.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 20-01

DRAWING NUMBER: S:\Public Works\PROJECTS\Public Works\2020\Spec No 20-01 Slurry Seal Local Streets

3 OF 4

SLURRY SEAL OF LOCAL STREETS

SPECIFICATION NUMBER 20-01

VARIOUS LOCATIONS WITHIN

UKIAH, CALIFORNIA

FEBRUARY 2020

TABLE 2: QUANTITIES

STREET SECTIONS						PAVEMENT MARKERS			PAVEMENT MARKINGS					
STREET NAME	FROM	TO	FIELD LENGTH (FT)	VARIABLE WIDTH (FT)	SLURRY SEAL AREA (SY)	REFLECTIVE MARKERS (EA)		NON-REFLECTIVE MARKERS (EA)	NO PARKING	BIKE LANE (EA)	STOP MARKING (EA.)	SCHOOL XING	ADA PARKING STALL	PARKING STALL
						BLUE	YELLOW	YELLOW						
AREA 1: AIRPORT					876	1	-	-	-	-	-	-	-	-
AREA 2: AIRPORT					5505	-	-	-	-	-	-	-	-	-
AREA 3: AIRPORT					4197	-	27	-	-	-	-	-	-	-
AREA 4: ANTON STADIUM					5640	-	-	-	11	-	-	-	6	98
BEACON LANE	E/SIDE LAUREL ST.	W/SIDE STATE ST. MINUS DORA ST.	1986	30	6,620	3	-	-	-	-	5	-	-	-
BETTY STREET	MCPEAK ST	OAK PARK AVE	273	20	607	1	-	-	-	-	-	-	-	-
BRICARELLI DR.	E/SIDE ELM ST	W/SIDE STATE ST.	330	34	1,247	1	-	-	-	-	1	-	-	-
CHERRY STREET	E/SIDE STATE ST.	END	1,120	42	5,227	2	-	-	-	-	1	-	-	-
CHURCH STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.	1,021	20	2,269	1	-	-	-	-	2	-	-	8
CLEVELAND LANE	170 FT. E/MAIN ST.	END	350	30	1,167	1	-	-	-	-	-	-	-	-
CLEVELAND LANE	E/SIDE MAIN ST.	170 FT E/MAIN ST.	170	35	661	2	-	-	-	-	1	-	-	-
CLUBHOUSE DRIVE	N/SIDE PARK BLVD.	LIVE OAK AVE.	810	33	2,970	1	-	-	-	-	1	-	-	-
CYPRESS AVENUE	W/SIDE OAK STREET	E/SIDE PINE STREET	213	32	757	1	-	-	-	-	2	-	-	-
CYPRESS AVENUE	E/SIDE BUSH ST.	E/SIDE PINE ST.	310	37	1,274	1	-	-	-	-	1	-	-	-
DESPINA DR.	N. LOW GAP	NORTHERN CITY LIMITS (2240 FT)	2,240	44	10,951	4	-	-	-	3	1	2	-	-
DONNER COURT	E/SIDE HOMEWOOD DR.	END OF COURT	377	35	1,466	1	-	-	-	-	1	-	-	-
DORA	S/SIDE UPPER LUCE ST.	N/SIDE WASHINGTON AVE.	1,605	52	9,273	1	-	-	-	6	3	1	-	-
ELM COURT	NW/SIDE ELM ST.	END OF COURT	65	35	253	-	-	-	-	-	-	-	-	-
ELM STREET	S/SIDE MAGNOLIA ST.	N/SIDE LOW GAP RD	1,172	33	4,297	1	-	-	-	-	2	-	-	-
EL RIO STREET	E/SIDE EL RIO CT.	W/SIDE OAK MANOR DR.	895	34	3,381	3	-	-	-	-	2	-	-	-
GIORNO AVENUE	E/SIDE STANDLEY AVE.	END	550	23	1,406	2	-	-	-	-	-	-	-	-
HIGHLAND AVENUE (NORTH)	S/SIDE PERKINS ST.	N/SIDE CLAY ST.	720	34	2,720	2	-	-	-	-	1	-	-	-
HIGHLAND AVENUE (SOUTH)	HIGHLAND CT.	S/SIDE CLAY ST.	1,350	22	3,300	2	84	534	-	-	2	-	-	-
HILLCREST AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE	800	38	3,378	-	-	-	-	-	-	-	-	-
INCLINE DRIVE	N/SIDE CAPPS LN.	S/SIDE EMPIRE DR.	550	35	2,139	-	-	-	-	-	2	-	-	-
JACKSON AVENUE	LIVE OAK AVE.	EAST END	445	21	1,038	1	-	-	-	-	-	-	-	-
JOSEPH STREET	S/SIDE FORD ST.	N/ SIDE CLARA AVE.	516	26	1,491	-	-	-	-	-	2	-	-	-
LAUREL AVENUE	N/SIDE TEDRORD AVENUE	W/SIDE WABASH	1,250	34	4,722	-	-	-	-	-	-	1	-	-
MILL STREET (WEST)	E/SIDE HIGHLAND DR.	W/SIDE MCPEAK	740	36	2,960	1	-	-	-	-	-	-	-	-
MORRIS STREET	E/SIDE PINE ST.	W/SIDE OAK ST.	210	27	630	-	-	-	-	-	-	-	-	-
MYRON STREET	S/SIDE FORD ST.	N/ SIDE CLARA AVE.	518	26	1,496	-	-	-	-	-	2	-	-	-
NORTON STREET	W/SIDE MASON ST.	E/SIDE STATE ST.	745	36	2,980	2	-	-	-	-	1	-	-	-
OAK STREET	S/SIDE GOBBI ST.	S/SIDE FREITAS ST.	660	44	3,227	3	-	-	-	-	1	-	-	-
OLGA COURT	CLEVELAND LANE	END OF COURT	516	26	1,491	-	-	-	-	-	1	-	-	-
PARK BLVD	TODD RD.	WALNUT AVE.	680	26	1,964	1	-	-	-	-	1	-	-	-
PARK WEST BLVD	PARK BLVD	END (GATE)	1,123	23	2,870	2	-	-	-	-	1	-	-	-
PERKINS STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.	1,060	24	2,827	1	-	-	-	-	2	-	-	9
PINE STREET	CYPRESS AVE.	GROVE AVE.	690	40	3,067	1	-	-	-	-	2	-	-	-
PINE STREET	LOW GAP RD.	GIBSON ST.	540	31	1,860	1	-	-	-	-	1	-	-	-
POMOLITA WAY	N/SIDE POMOLITA DR.	S/SIDE MENDOCINO DR.	360	36	1,440	2	-	-	-	-	-	-	-	-
RANEE LANE	N/SIDE BEACON LANE	DEAD END	351	28	1,092	1	-	-	-	-	-	-	-	-
REDWOOD AVENUE	E/SIDE HELEN AVE.	END	700	27	2,100	2	-	-	-	-	1	-	-	-
ROSE AVENUE	N/SIDE BEACON LANE.	S/SIDE WABASH	1,070	34	4,042	1	-	-	-	-	1	-	-	-
SIDNIE COURT	N/SIDE FORD ST.	END	742	30	2,473	1	-	-	-	-	1	-	-	-
SMITH STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST.	502	24	1,339	2	-	-	-	-	2	-	-	-
SPRING STREET	S/SIDE GROVE	N/SIDE WALNUT	330	33	1,210	-	-	-	-	-	2	-	-	-
SPRING STREET	N/SIDE W.PERKINS ST.	N/SIDE WALNUT	1,312	54	7,872	2	-	-	-	-	-	-	-	-
STEPHENSON STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST. MINUS HORTENSE	447	21	1,043	2	-	-	-	-	2	-	-	-
STEPHENSON STREET (WEST)	E/SIDE DORA ST.	W/SIDE OAK ST.	761	22	1,860	1	-	-	-	-	1	-	-	-
WABASH AVENUE	DOOLAN CREEK NEAR LAUREL	W/SIDE DORA	640	36	2,560	1	-	-	-	1	1	1	-	-
WASHINGTON AVENUE	E/SIDE HELEN AVE.	W/SIDE DORA ST.	1,270	37	5,221	4	-	-	-	-	2	2	-	-
YOKAYO COURT	N/SIDE WABASH AVE	END	446	35	1,734	2	-	-	-	-	1	-	-	-
YOKAYO DRIVE	N/SIDE BEACON LANE.	S/SIDE WABASH	1,060	34	4,004	3	-	-	-	-	1	-	-	-
TOTAL					152,195	68	111	534	11	10	57	7	6	115

CONTRACTOR IS RESPONSIBLE FOR REPLACING EXISTING ADA HATCHED ACCESS AISLES NEAR ADA PARKING SPACES.

CITY OF UKIAH

SLURRY SEAL OF LOCAL STREETS

TABLES

SPECIFICATION NUMBER: 20-01

DRAWING NUMBER: 4 OF 4

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

**SPECIAL PROVISIONS
FOR
SLURRY SEAL OF LOCAL STREETS
SPECIFICATION NO. 20-01**

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

**Bids Open: XXXX
 2:00 p.m.
 Office of City Clerk**

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

DOUGLAS CRANE – MAYOR
JUAN OROZCO – VICE-MAYOR
MAUREEN MULHEREN – COUNCIL MEMBER
STEVE SCALMANINI – COUNCIL MEMBER
JIM BROWN – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – PROCUREMENT MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

Approved by:

Tim Eriksen
Director of Public Works / City Engineer

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
FEBRUARY 2020
TABLE OF CONTENTS

	PAGE
NOTICE TO BIDDERS	
INSTRUCTIONS TO BIDDERS	1
GENERAL CONDITIONS	
SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS	4
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	6
2-01. Award of Contract	
2-02. Return of Proposal Guaranties	
2-03. Execution of Contract	
SECTION 3. SCOPE AND INTENT OF CONTRACT	6
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	7
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	7
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..... 9

- 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
- 6-24. Public Notification

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY 14

- 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 17

- 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 22

- 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. Arrangement of Technical Specifications
- 12-02. Arrangement of Plans
- 12-03. Business Licenses
- 12-04. Permits
- 12-05. Standard Specifications and Standard Plans
- 12-06. Temporary Facilities
- 12-07. Public Convenience and Safety
- 12-08. Maintaining Traffic
- 12-09. Traffic Control System for Street Closure
- 12-10. Stream Pollution
- 12-11. Warranties
- 12-12. Utilities
- 12-13. Dust Control
- 12-14. Noise Control
- 12-15. Watering
- 12-16. Preconstruction Conference
- 12-17. Progress Schedule
- 12-18. Safety Requirements

SECTION 13. CONSTRUCTION DETAILS 29

13-01. Location and Scope of Work	
13-02. Existing Highway Facilities	
13-03. Preservation of Property	
13-04. Watering	
13-05. Utility Boxes	
13-06. Airport Tie Rods	
13-07. Slurry Seal	
13-08. General – Slurry Seal	
13-09. Traffic Striping	
13-10. Pavement Markings	
13-11. Pavement Markers	
13-12. Reflective Pavement Markers (Blue)	
13-13. Non Reflective Pavement Markers (Yellow)	
13-14. Reflective Pavement Markers (Yellow) – Highland Ave	
13-15. Reflective Pavement Markers (Yellow) - Airport	

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS.....33

14-01. Provisions to be Excluded from General Conditions	
--	--

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS.....33

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

CERTIFICATES AND DOCUMENTS

BID SUBMITTAL CHECKLIST	34
PROPOSAL	35
BIDDING SCHEDULE.....	36
FAIR EMPLOYMENT PRACTICES CERTIFICATION	39
WORKER'S COMPENSATION CERTIFICATE	40
CERTIFICATE OF NONDISCRIMINATION IN EMPLOYMENT	41
LIST OF PROPOSED SUBCONTRACTORS.....	42
STATEMENT OF EXPERIENCE OF BIDDER.....	43
SIGNATURE OF BIDDER.....	44
BIDDER'S BOND	45
NON-COLLUSION AFFIDAVIT	46
AGREEMENT	47
INDEMNIFICATION AGREEMENT	51
EXAMPLE BOND FORMS	52

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND	56
DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND	57
INSURANCE CERTIFICATES AND ENDORSEMENT FORMS	
APPENDICES:	

DRAFT-NOT FOR BIDDING

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR SLURRY SEAL OF LOCAL STREETS SPECIFICATION NO. 19-10

NOTICE IS HEREBY GIVEN that sealed standard proposals for SLURRY SEAL OF LOCAL STREETS will be received at the Office of the City Clerk, Ukiah Civic Center, 300 Seminary Avenue, Ukiah California until 2:00 p.m. on XXXX 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 "SLURRY SEAL OF LOCAL STREETS" 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
1	Traffic Control	1	LS
2	Slurry Seal	152,195	SY
3	Solid Yellow 4" Traffic Stripe	1,753	LF
4	Solid Double Yellow 4" Traffic Stripe	849	LF
5	Broken White 4" Traffic Stripe	717	LF
6	Broken Yellow 4" Traffic Stripe	6,382	LF
7	Bike Lane 4" White Traffic Stripe	5,430	LF
8	Bike Lane 6" White Traffic Stripe	5,313	LF
9	Thermoplastic White Crosswalk	1,172	LF
10	Thermoplastic Yellow Crosswalk	2,179	LF
11	Thermoplastic Ladder Crosswalk	2,519	SF
12	Thermoplastic Stop Bar	619	LF
13	Thermoplastic Pavement Markings	1	LS
14	Pavement Markings	1	LS
15	Pavement Markers	1	LS

Plans and Special Provisions may also be downloaded at no charge from the City's website at www.cityofukiah.com/purchasing. Contact Mary Horger, Procurement Manager, City of Ukiah, 300 Seminary Avenue, Ukiah, California 95482-5400. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger at (707) 463-6233 or at fax phone (707) 313-3621.

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 project unless registered with the Department of Industrial Relations ("DIR") pursuant to Labor Code section 1725.5 except as allowed under

Labor Code section 1771.1(a). The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the DIR.

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

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

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

PUBLISH TWO TIMES:

DRAFT-NOT FOR BIDDING

INSTRUCTIONS TO BIDDERS

SLURRY SEAL OF LOCAL STREETS 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 fifteen (15) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar days delay beyond the time prescribed.

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

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

Examination of Site, Drawings, Etc.

Each bidder shall visit the site of the proposed work and fully acquaint himself with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions. The failure of any bidder to receive or examine any form, instrument, addendum, or other document, or to visit the site and acquaint himself with conditions there existing, shall in no way relieve the bidder from any obligation with respect to his or her proposal or to the contract. The drawings for the work show conditions as they are supposed or believed by the Engineer to exist; but, it is neither intended nor shall it be inferred that the conditions as shown thereon constitute a representation by the Engineer, the City or its officers that such conditions are actually existent, nor shall the City, the Engineer or any of their officers or

representatives be liable for any loss sustained by the Contractor as a result of a variance between the conditions shown on the drawings and the conditions actually revealed during the progress of the work or otherwise.

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

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

Bidder Inquiries and Questions

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

Mary Horger, Procurement Manager
Fax: (707) 313-3621
Email: mhorger@cityofukiah.com

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

Location of the Work

All of the work to be performed is within the City of Ukiah.

STREET NAME	FROM	TO
AREA 1: AIRPORT		
AREA 2: AIRPORT		
AREA 3: AIRPORT		
AREA 4: ANTON STADIUM		
BEACON LANE	E/SIDE LAUREL ST.	W/SIDE STATE ST. MINUS DORA ST.
BETTY STREET	MCPEAK ST	OAK PARK AVE
BRICARELLI DR.	E/SIDE ELM ST	W/SIDE STATE ST.
CHERRY STREET	E/SIDE STATE ST.	END
CHURCH STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.
CLEVELAND LANE	170 FT. E/MAIN ST.	END
CLEVELAND LANE	E/SIDE MAIN ST.	170 FT E/MAIN ST.
CLUBHOUSE DRIVE	N/SIDE PARK BLVD.	LIVE OAK AVE.
CYPRESS AVENUE	W/SIDE OAK STREET	E/SIDE PINE STREET
CYPRESS AVENUE	E/SIDE BUSH ST.	E/SIDE PINE ST.
DESPINA DR.	N. LOW GAP	NORTHERN CITY LIMITS (2240 FT)
DONNER COURT	E/SIDE HOMEWOOD DR.	END OF COURT
DORA	S/SIDE UPPER LUCE ST.	N/SIDE WASHINGTON AVE.
ELM COURT	NW/SIDE ELM ST.	END OF COURT
ELM STREET	S/SIDE MAGNOLIA ST.	N/SIDE LOW GAP RD
EL RIO STREET	E/SIDE EL RIO CT.	W/SIDE OAK MANOR DR.
GIORNO AVENUE	E/SIDE STANDLEY AVE.	END
HIGHLAND AVENUE (NORTH)	S/SIDE PERKINS ST.	N/SIDE CLAY ST.
HIGHLAND AVENUE (SOUTH)	HIGHLAND CT.	S/SIDE CLAY ST.
HILLCREST AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE
INCLINE DRIVE	N/SIDE CAPPS LN.	S/SIDE EMPIRE DR.
JACKSON AVENUE	LIVE OAK AVE.	EAST END
JOSEPH STREET	S/SIDE FORD ST.	N/ SIDE CLARA AVE.
LAUREL AVENUE	N/SIDE TEDRORD AVENUE	W/SIDE WABASH
MILL STREET (WEST)	E/SIDE HIGHLAND DR.	W/SIDE MCPEAK
MORRIS STREET	E/SIDE PINE ST.	W/SIDE OAK ST.
MYRON STREET	S/SIDE FORD ST.	N/ SIDE CLARA AVE.
NORTON STREET	W/SIDE MASON ST.	E/SIDE STATE ST.
OAK STREET	S/SIDE GOBBI ST.	S/SIDE FREITAS ST.
OLGA COURT	CLEVELAND LANE	END OF COURT
PARK BLVD	TODD RD.	WALNUT AVE.
PARK WEST BLVD	PARK BLVD	END (GATE)
PERKINS STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.

PINE STREET	CYPRESS AVE.	GROVE AVE.
PINE STREET	LOW GAP RD.	GIBSON ST.
POMOLITA WAY	N/SIDE POMOLITA DR.	S/SIDE MENDOCINO DR.
RANEE LANE	N/SIDE BEACON LANE	DEAD END
REDWOOD AVENUE	E/SIDE HELEN AVE.	END
ROSE AVENUE	N/SIDE BEACON LANE.	S/SIDE WABASH
SIDNIE COURT	N/SIDE FORD ST.	END
SMITH STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST.
SPRING STREET	S/SIDE GROVE	N/SIDE WALNUT
SPRING STREET	N/SIDE W.PERKINS ST.	N/SIDE WALNUT
STEPHENSON STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST. MINUS HORTENSE
STEPHENSON STREET (WEST)	E/SIDE DORA ST.	W/SIDE OAK ST.
WABASH AVENUE	DOOLAN CREEK NEAR LAUREL	W/SIDE DORA
WASHINGTON AVENUE	E/SIDE HELEN AVE.	W/SIDE DORA ST.
YOKAYO COURT	N/SIDE WABASH AVE	END
YOKAYO DRIVE	N/SIDE BEACON LANE.	S/SIDE WABASH

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. 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.

3-08. 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-erectations and repairs, occasioned or rendered necessary by causes of any nature whatsoever, excepting only acts of God and none other, to all or any portions of the work, except as otherwise stipulated.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6-21. Wage Rates.

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

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

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

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

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

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

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

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

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

6-24. Public Notification. The contractor shall be responsible for all public notification regarding construction work within the subject intersection, including detours, lane and street closures, hours of operations, and notification of affected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the contractor shall provide adequate sized on-site signage indicating that businesses are open during construction for pedestrian traffic. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, school buses, County of Mendocino offices, the high school, junior high school, elementary schools effected by potential detours and street closures, with recommended alternate routes of travel. Through street access from will be restricted to businesses and residents only during construction days. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior to noticing the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures.

The tentative construction schedule shall be included in the public noticing, and the use of temporary traffic signalization of the intersection shall be noted All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

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

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

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

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

Properly authorized and accredited inspectors shall be 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.

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

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

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

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

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

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

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

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

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

9-07. Unfavorable Weather and Other Conditions. During unfavorable weather and other conditions, the Contractor shall pursue only such portions of the work as shall not be damaged thereby. No portions of the work

whose satisfactory quality or efficiency will be affected by any unfavorable conditions shall be constructed while these conditions remain, unless, by special means or precautions approved by the Engineer, the Contractor shall be able to overcome them.

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

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

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

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

SECTION 10. PAYMENT

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

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

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

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

10-03. Substitution of Securities.

1. At such times that Pubic Contract Code Section 22300 is in effect Contractor may propose the substitution of securities of at least equal market value for any moneys to be withheld to ensure performance under the Contract. Market value shall be determined as of the day prior to the date such substitution is to take place.

Such substitution shall be made at the request and expense of the Contractor. The securities shall be one or more of the following types:

- (a) Bonds or interest-bearing notes or obligations of the United States, or those for which the faith and credit of the United States are pledged for the payment of principal and interest.
- (b) Bonds or interest-bearing notes on obligations that are guaranteed as to principal and interest by a federal agency of the United States.
- (c) Bonds of the State of California, or those for which the faith and credit of the State of California are pledged for the payment of principal and interest.
- (d) Bonds or warrants, including, but not limited to, revenue warrants, of any county, city, metropolitan water district, California water district, California water storage district, irrigation district in the State of California, municipal utility district, or school district of the State of California, which are rated by Moody's or Standard and Poor as A or better.
- (e) Bonds, consolidated bonds, collateral trust debentures, consolidated debentures, or other obligations issued by federal land banks or federal intermediate credit banks established under the Federal Farm Loan Act, as amended; debentures and consolidated debentures issued by the Central Bank for Cooperatives and banks for cooperatives established under the Farm Credit Act of 1933, as amended; bonds, or debentures of the Federal Home Loan Bank Board established under the Federal Home Loan Bank Act; and stock, bonds, debentures and other obligations of the Federal National Mortgage Association established under the National Housing Act as amended and bonds of any Federal Home Loan Mortgage Corporation.
- (f) Commercial paper of "prime" quality as defined by a nationally recognized organization which rates such securities. Eligible paper is further limited to issuing corporations: (1) organized and operating within the United States; (2) having total assets in excess of five hundred million dollars (\$500,000,000); and (3) approved by the Pooled Money Investment Board of the State of California. Purchases of eligible commercial paper may not exceed 180 days' maturity, nor represent more than 10 percent of the outstanding paper of an issuing corporation.
- (g) Bills of exchange or time drafts on and accepted by a commercial bank, otherwise known as bankers acceptances, which are eligible for purchase by the Federal Reserve System.
- (h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.
- (i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.
- (j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).
- (k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.
- (l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

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

or paid on such securities shall belong to the Contractor and shall be paid upon satisfactory completion of the contract.

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

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

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

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

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

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

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

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

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

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

complete statement of materials and labor used and expenses incurred on account of extra work performed, showing allocation of all materials, labor and expenses.

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

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

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

SECTION 11. MISCELLANEOUS

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

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

11-03. Claims Procedure Required by Public Contract Code Section 9204. This section shall apply to any claim by the Contractor arising in connection with this project in accordance with Public Contract Code Section 9204.

a. For purposes of this section "Claim" means a separate demand by the Contractor sent by registered mail or certified mail with return receipt requested, for one or more of the following:

(A) A time extension, including, without limitation, for relief from damages or penalties for delay assessed by the City under this contract.

(B) Payment by the City of money or damages arising from work done by, or on behalf of, the Contractor pursuant to this contract and payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled.

(C) Payment of an amount that is disputed by the City.

b.

(1)

(A) Upon receipt of a claim pursuant to this section, the City shall conduct a reasonable review of the claim and, within a period not to exceed 45 days, shall provide the Contractor a written statement identifying what portion of the claim is disputed and what portion is undisputed. Upon receipt of a claim, a public entity and the contractor may, by mutual agreement, extend the time period provided in this subdivision.

(B) The Contractor shall furnish reasonable documentation to support the claim.

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

(D) Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the City issues its written statement. If the City fails to issue a written statement, paragraph (3) shall apply.

(2)

(A) If the Contractor disputes the City's written response, or if the City fails to respond to a claim issued pursuant to this section within the time prescribed, the Contractor may demand in writing an informal conference to meet and confer for settlement of the issues in dispute. Upon receipt of a demand in writing sent by registered mail or certified mail, return receipt requested, the City shall schedule a meet and confer conference within 30 days for settlement of the dispute.

(B) Within 10 business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the

parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

(3) Failure by the City to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

c. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

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

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. 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

12-02. Arrangement of Plans. The Plans consist of four (4) sheets numbered 1 through 4 and they are hereby made a part of the Contract Documents.

12-03. 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.

12-04. Permits. The Contractor shall obtain and pay for all permits required to complete this work except the required encroachment permit. The Contractor shall obtain an encroachment permit from the Public Works Department at no cost prior to the start of the Work. The encroachment permit will not be issued until the Contract Agreement and bonds have been executed, submitted, and accepted by the City and all insurance endorsements have been submitted to and accepted by the City's Risk Manager.

12-05. 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 Technical Specifications, and are hereinafter referred to as "Standard Specifications" and "Standard Plans." Whenever the following terms are used in the Standard Specifications and the Standard Plans, they shall be understood to mean and refer to the following:

Department or Department of Transportation - The City Council.

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

Engineer - The Engineer, designated by the Director of Public Works, 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 (Technical Specifications)
2. City Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-06. Temporary Facilities. All temporary facilities are the responsibility of the Contractor and the removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the installation and removal of the Contractor's temporary facilities.

12-07. 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 through the work.

The Contractor shall post notice(s) at the job sites a minimum of 72 hours in advance of working at the site, indicating the date and times that street parking will be prohibited. This notice shall be placed in obvious locations and be spaced no further than 250 feet apart along the length of the project site and on each side of the affected street. The Contractor shall also provide and place door hangers at all houses adjacent to working

area. The door hanger notification shall be in writing and it shall be submitted to the Engineer for approval a minimum of 5 working days prior to the proposed public notification. Full cost for "Public Convenience and Safety" shall be considered as included in the various items of work and no additional compensation will be made.

12-08. 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.

Street Closures shall conform to the provisions in the section of these Special Provisions entitled "Traffic Control System for Street Closure."

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The full width of the traveled way shall be opened for use by public traffic on Saturdays, Sundays, and designated City holidays, after 3:00 p.m. Fridays and the day preceding designated City holidays, and when construction operations are not actively in progress.

Designated City holidays are: January 1st, the third Monday in January, the third Monday in February, the last Monday in May, July 4th, the first Monday in September, the second Monday in October, the second Monday in November, Thanksgiving Day, the day following Thanksgiving Day, December 24th, December 25th, December 30th, December 31st. When a designated City holiday falls on a Sunday, the following Monday shall be a designated City holiday. When a designated City holiday falls on a Saturday, the preceding Friday shall be a designated City holiday.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

The fences, temporary railing (Type K), barricades, lights, signs, and other devices furnished and installed by the Contractor, at his expense, to conform to the provisions in said Section 7-1.09, and in addition to any construction area traffic control devices for which payment is provided for elsewhere in the specifications.

Payment. Full costs for "Maintaining Traffic", including "Flagging Costs" shall be considered as part of the lump sum payment for Traffic Control System and no additional compensation will be made.

12-09. Traffic Control System for Street Closure. A traffic control system shall consist of closing streets in accordance with the Caltrans Manual of Traffic Controls for Construction and Maintenance Work Zones, the provisions of Section 12, "Construction Area Traffic Control Devices," of the Standard Specifications, and provisions under "Maintaining Traffic" elsewhere in these Special Provisions.

The provisions in this section will not relieve the Contractor of their responsibilities that may be necessary to comply with the provisions in Section 12-08, "Public Safety", of the Standard Specifications.

The base material of construction area signs may be plywood in City Right-of-Way, but shall not be plywood in the State Right-of-Way.

The contractor shall develop and submit to the Engineer for approval a Traffic Control Plan a minimum of one week before beginning construction. The Traffic Control Plan shall show the planned method of traffic control during construction.

The following information shall be included in the Traffic Control Plan:

- Sequencing of construction
- Street layout, with street names and direction of flow
- Location and types of construction area signs (including pedestrian notification)
- Locations of barriers or other traffic control devices
- Location of flaggers
- A contingency plan for how to handle emergency vehicles

The Contractor shall not begin construction at the site until the Traffic Control Plan is reviewed and approved by the Engineer. The City reserves the right to delay the contractor's operations until such time that a Traffic Control Plan has been reviewed and approved by the Engineer.

If any component in the traffic control system is damaged, displaced, or ceases to operate or function as specified, from any cause, during the progress of the work, the Contractor shall immediately repair said component to its original condition or replace said component and shall restore the component to its original location.

When street closures are made for work periods only, at the end of each work period, all components of the traffic control system shall be removed from the traveled way and shoulder. If the contractor so elects, said components may be stored at select central locations, approved by the Engineer, within the limits of the street right-of-way.

Payment. The contract lump sum price paid for traffic control shall include full compensation for furnishing a Traffic Control Plan, furnishing all labor, materials (including signs), tools, equipment, and incidentals and for doing all the work involved in placing, removing, storing, maintaining and moving to new locations, replacing, and disposing of the components of the traffic control system as shown on the plans, as specified in the Standard Specifications and these Special Provisions, and as directed by the Engineer.

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

The Contractor's attention is also directed to Section 7-1.01G, "Water Pollution," of the Standard Specifications and to Section 13, "Water Pollution Control", of the Construction Details Section concerning the requirement for submittal to the Engineer for approval a written program for the control of pollution to adjacent drainage courses during the construction of the project. Said written program shall include the erosion control provisions required by Section 13, "Temporary Erosion Control", of these Construction Details."

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

12-12. Utilities. The owner will not arrange water, sewer or electrical services for construction. It is the Contractor's sole responsibility to arrange such services as necessary with the applicable utility provider(s).

12-13. Dust Control. Dust control shall conform to the provisions of Section 10 of the Standard Specifications. Full compensation for dust control shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. This includes the application of water for the purpose of controlling dust caused by public traffic within the project area. The Contractor may at his option use dust palliative in accordance with the provisions of Section 18, "Dust Palliative" of the Standard Specifications except that the full compensation for applying dust palliative shall be considered as included in the prices paid for the various contract items of work and no additional compensation will be made therefore.

All active construction areas shall be watered at least twice daily and more often during hot or windy periods. The active areas adjacent to the apartment complexes shall be kept damp at all times. Hauling trucks shall be covered or at least a two-foot freeboard shall be maintained.

Unpaved access roads, parking areas for construction equipment and construction employee vehicles, staging areas, and storage areas shall be paved or shall receive the application of either water twice daily or non-toxic soil stabilizers. All paved access roads, parking areas, staging areas, storage areas, and public roads impacted by the work of the project shall be swept daily with street sweepers equipped with water spray to remove soil materials that have been deposited on these surfaces by reason of the work.

The Contractor shall enclose, cover, or water twice daily or apply non-toxic soil stabilizers or install erosion control blankets to or on exposed stockpiles, embankment slopes, and cut slopes. Traffic speeds on unpaved surfaces shall be limited to a maximum speed of 15 mph

12-14. Noise Control. The Contractor's attention is directed to the provisions of section 7.1.01I, "Sound Control Requirements", of the Standard Specifications and Section 9.08, Saturday, Sunday, Holiday, and Night Work, of these General Conditions concerning the control of noise emissions and authorized work hours and days. Between 7:00 a.m. and 7:00 p.m., noise from Contractor's operations shall not exceed limits established by applicable laws or regulations and in no event shall exceed 86 dB at a distance of 50 feet from the noise source.

The City shall provide a Noise Disturbance Coordinator who shall be responsible for acting on any local complaints concerning the construction noise being generated by reason of the work of the project. The Contractor shall conspicuously post a telephone number for the Noise Disturbance Coordinator at the construction site and he shall include it in the construction schedule notice to be provided to the residents. The Noise Disturbance Coordinator shall investigate the noise complaint allegations and shall require the Contractor to implement reasonable measures to mitigate the noise level in accordance with the requirements of these General Conditions and of the Standard Specifications.

The Contractor shall locate all stationary noise generating construction equipment such as air compressors and generators as far as practical from the nearby residences and other noise sensitive land uses. The noise source shall be acoustically shielded when practical. The Contractor shall prohibit unnecessary idling of internal combustion engines.

12-15. Watering. The application of water and the developing of a water supply shall be performed in accordance with the provisions of Section 17, "Watering," of the Standard Specifications except as modified by these Special Provisions. Full compensation for applying water where called for or as directed by the Engineer and for developing the water supply shall be considered as included in the prices paid for the various contract items and no additional compensation will be made therefore. The Contractor is advised that water may be obtained from fire hydrants within the project area under permit with the City's Public Works Department and upon the payment of a meter deposit. Permit application and inquiry as to the water usage fees are to be made at the City of Ukiah, 300 Seminary Avenue, phone (707) 463-6228.

12-16. Preconstruction Conference. A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, work schedule, and among other items, the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-17. Progress Schedule. Progress schedules will be required for this contract and shall conform to the provisions in Section 8-1.04, "Progress Schedule," of the Standard Specifications.

12-18. 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. Location and Scope of Work.

STREET NAME	FROM	TO
AREA 1: AIRPORT		
AREA 2: AIRPORT		
AREA 3: AIRPORT		
AREA 4: ANTON STADIUM		
BEACON LANE	E/SIDE LAUREL ST.	W/SIDE STATE ST. MINUS DORA ST.
BETTY STREET	MCPEAK ST	OAK PARK AVE
BRICARELLI DR.	E/SIDE ELM ST	W/SIDE STATE ST.
CHERRY STREET	E/SIDE STATE ST.	END
CHURCH STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.
CLEVELAND LANE	170 FT. E/MAIN ST.	END
CLEVELAND LANE	E/SIDE MAIN ST.	170 FT E/MAIN ST.
CLUBHOUSE DRIVE	N/SIDE PARK BLVD.	LIVE OAK AVE.
CYPRESS AVENUE	W/SIDE OAK STREET	E/SIDE PINE STREET
CYPRESS AVENUE	E/SIDE BUSH ST.	E/SIDE PINE ST.
DESPINA DR.	N. LOW GAP	NORTHERN CITY LIMITS (2240 FT)
DONNER COURT	E/SIDE HOMEWOOD DR.	END OF COURT
DORA	S/SIDE UPPER LUCE ST.	N/SIDE WASHINGTON AVE.
ELM COURT	NW/SIDE ELM ST.	END OF COURT
ELM STREET	S/SIDE MAGNOLIA ST.	N/SIDE LOW GAP RD
EL RIO STREET	E/SIDE EL RIO CT.	W/SIDE OAK MANOR DR.
GIORNO AVENUE	E/SIDE STANDLEY AVE.	END
HIGHLAND AVENUE (NORTH)	S/SIDE PERKINS ST.	N/SIDE CLAY ST.
HIGHLAND AVENUE (SOUTH)	HIGHLAND CT.	S/SIDE CLAY ST.
HILLCREST AVENUE	E/SIDE MENDOCINO DR.	W/SIDE GARDENS AVE
INCLINE DRIVE	N/SIDE CAPPS LN.	S/SIDE EMPIRE DR.
JACKSON AVENUE	LIVE OAK AVE.	EAST END
JOSEPH STREET	S/SIDE FORD ST.	N/ SIDE CLARA AVE.
LAUREL AVENUE	N/SIDE TEDRORD AVENUE	W/SIDE WABASH
MILL STREET (WEST)	E/SIDE HIGHLAND DR.	W/SIDE MCPEAK
MORRIS STREET	E/SIDE PINE ST.	W/SIDE OAK ST.
MYRON STREET	S/SIDE FORD ST.	N/ SIDE CLARA AVE.
NORTON STREET	W/SIDE MASON ST.	E/SIDE STATE ST.
OAK STREET	S/SIDE GOBBI ST.	S/SIDE FREITAS ST.
OLGA COURT	CLEVELAND LANE	END OF COURT
PARK BLVD	TODD RD.	WALNUT AVE.
PARK WEST BLVD	PARK BLVD	END (GATE)
PERKINS STREET (WEST)	E/SIDE DORA ST.	W/SIDE SCHOOL ST.
PINE STREET	CYPRESS AVE.	GROVE AVE.
PINE STREET	LOW GAP RD.	GIBSON ST.

POMOLITA WAY	N/SIDE POMOLITA DR.	S/SIDE MENDOCINO DR.
RANEE LANE	N/SIDE BEACON LANE	DEAD END
REDWOOD AVENUE	E/SIDE HELEN AVE.	END
ROSE AVENUE	N/SIDE BEACON LANE.	S/SIDE WABASH
SIDNIE COURT	N/SIDE FORD ST.	END
SMITH STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST.
SPRING STREET	S/SIDE GROVE	N/SIDE WALNUT
SPRING STREET	N/SIDE W.PERKINS ST.	N/SIDE WALNUT
STEPHENSON STREET (WEST)	E/SIDE SPRING ST.	W/SIDE DORA ST. MINUS HORTENSE
STEPHENSON STREET (WEST)	E/SIDE DORA ST.	W/SIDE OAK ST.
WABASH AVENUE	DOOLAN CREEK NEAR LAUREL	W/SIDE DORA
WASHINGTON AVENUE	E/SIDE HELEN AVE.	W/SIDE DORA ST.
YOKAYO COURT	N/SIDE WABASH AVE	END
YOKAYO DRIVE	N/SIDE BEACON LANE.	S/SIDE WABASH

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

13-02. Existing Highway Facilities. The work performed in connection with various existing highway facilities shall conform to the provisions in Section 15 of the Standard Specifications and these Special Provisions. All existing highway facilities to be removed shall be disposed of at locations outside the highway right-of-way. Such disposal shall conform to the provisions in Section 7-1.13, "Disposal of Material Outside the Highway Right-of-Way."

Payment. Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-03. Preservation of Property. The contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property" of the Standard Specifications and to these Special Provisions. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore.

Payment. Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-05. Watering. Developing water supply and applying shall conform to the provisions in Section 17 of the Standard Specifications and these Special Provisions. Water shall not be obtained from any of the nearby property owners without their written permission.

Payment. Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-05. Utility Boxes. Prior to commencing the slurry seal operation, all surface utility covers including but not limited to survey monuments, manholes, water valves, etc. shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. No adhesive material shall be permitted to

cover, seal or fill the joint between the frame and cover of the structure. Covers are to be uncovered and cleaned of slurry material by the end of the same work day. The Contractor shall take precautions to remove any slurry that may cover these appurtenances.

13-06. Airport Tie Rods. Prior to commencing the slurry seal operation, all tie rods shall be protected by thoroughly covering the surface with an appropriate adhesive and oiled or plastic paper. Tie rods are to be uncovered and cleaned of slurry material by the end of the same work day. The Contractor shall take precautions to remove any slurry that may cover these appurtenances.

Payment. Full compensation for complying with this section of the Special Provisions shall be considered included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-07 Slurry Seal. The slurry seal on streets and facilities, shall be furnished and applied in accordance with the provisions for description, materials, proportioning, mixing, spreading equipment and placing of slurry seal, Section 37-3 of the California Standard Specifications and these Specifications.

(A) Aggregate. Aggregate for Slurry Seal shall conform to the percentage composition by dry weight of the aggregate to the following gradation:

(B)

GRADATION

SIEVE SIZE	PERCENTAGE PASSING
3/8 "	100
No. 4	94 – 100
No. 8	65 – 90
No. 16	40 – 70
No. 30	25 – 50
No. 200	5 – 15

The aggregate shall also conform to the following quality requirements:

TEST	CALIFORNIA TEST	REQUIREMENTS
Sand Equivalent	217	55 Minimum
Durability Index	229	55 Minimum

(C) Asphaltic Emulsion. Asphaltic emulsion shall be a quick setting type Grade QS1h anionic or Grade CQS1h cationic as specified in the standard specifications.

(D) Water. Water shall be such quality that the asphalt will not separate from the emulsion before the slurry seal is in place in the work.

(E) Proportioning. Asphaltic emulsion shall be added at a rate of 17 percent by weight of the dry aggregate.

If necessary for workability, a retarding agent, that will not adversely affect the seal, may be used. Water and retarder if used, shall be the minimum amount necessary to ensure proper workability but shall not exceed 20 percent, by volume, of asphalt emulsion used or adding 3 percent, by volume, to the aggregate / asphalt emulsion mixture, and

- Will permit uncontrolled traffic on the slurry seal no more than 3 hours after placement without the occurrence of bleeding, raveling, separation or other distress; and
- Will prevent development of bleeding, raveling, separation or other distress within 7 days after placing the slurry seal. Unless otherwise specified in the special provisions or by the Engineer, slurry seal shall be spread at a rate of 12 pounds of dry aggregate per square yard. The spread rate may not vary more than 10 percent above or below the determined rate.

- (F) Measurement. Slurry seal will be measured by the square yard. The quantity of slurry seal to be paid will be based on a spread rate for weight of the dry aggregate of 12 pounds per square yard and the asphalt emulsion added at 17 percent of the dry aggregate spread rate.
- (G) Payment. The contract price paid per square yard for Slurry Seal shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in constructing the slurry seal, complete in place, including cleaning the surface, mixing water with asphaltic emulsion for coating pavement, and protecting the seal until it has set, all as shown on the plans, and as specified in these specifications and the special provisions, and as directed by the Engineer.

13-08. General - Slurry Seal. The Slurry Seal to be constructed under this contract shall be placed over a subgrade consisting of an existing asphalt concrete pavement, as herein required. City of Ukiah forces will perform all necessary street sweeping of the surface upon which the slurry seal is to be applied.

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

The Contractor shall attend a pre-construction conference as scheduled by the City representatives.

13-09. Traffic Striping. This work shall consist of applying painted and thermoplastic traffic stripes (traffic lines) and pavement markings at the locations and in conformance with the details shown on the plans or designated by the Engineer, and as specified in these specifications and the special provisions.

The kind of material, paint or thermoplastic, to be applied will be designated in the contract item, specified in the special provisions, or shown on the plans.

For the purposes of this Section, traffic stripes (traffic lines) are defined as longitudinal centerlines and lane lines which separate traffic lanes in the same or opposing direction of travel, and longitudinal edge lines which mark the edge of the traveled way or the edge of the lanes at gore areas separating traffic at exit and entrance ramps. Pavement markings are defined as transverse markings which include, but are not limited to, word and symbol markings, limit lines (stop lines), crosswalk lines, shoulder markings, parking stall markings and railroad grade crossing markings.

Control of Alignment and Layout. All work necessary to establish satisfactory alignment for stripes and all layout work required for pavement markings shall be performed by the Contractor with any device or method that will not damage the pavement nor conflict with other traffic control devices.

Tolerances and Appearance. Traffic stripes and pavement markings shall conform to the dimensions and details shown on the plans.

Completed traffic stripes shall have clean and well-defined edges without running or deformation, shall be uniform, shall be straight on tangent alignment and shall be on a true arc on curved alignment. The widths of completed traffic stripes shall not deviate more than 1/4 inch on tangent nor more than 1/2 inch on curves from the widths shown on the plans. Broken traffic stripes shall also conform to the following requirements:

- A. The lengths of the gaps and individual stripes that form broken traffic stripes shall not deviate more than 2 inches from the lengths shown on the plans.
- B. The lengths of the gaps and individual stripes shall be of such uniformity throughout the entire length of each broken traffic stripe that a normal striping machine will be able to repeat the pattern and superimpose additional stripes upon the traffic stripe being applied.

The completed pavement markings shall have clean and well-defined edges without running or deformation and shall conform to the dimensions shown on the plans, except that minor variations may be accepted by the Engineer.

Drips, overspray, improper markings and paint and thermoplastic material tracked by traffic shall be immediately removed from the pavement surface by methods approved by the Engineer. All this removal work shall be at the Contractor's expense.

Protection from Damage. The Contractor shall take special care to protect existing reflective pavement markers and shall, at the Contractor's expense, replace all coated markers.

Newly placed traffic stripes and pavement markings shall be protected from damage by public traffic or other causes until the paint is thoroughly dry or the thermoplastic material has sufficiently hardened.

Thermoplastic Pavement Markings. This work shall consist of furnishing and applying thermoplastic pavement markings, including glass beads in accordance with Section 84-2 "Thermoplastic Traffic Stripes and Pavement Markings" and these Special Provisions.

Measurement. Thermoplastic pavement markings are a lump sum item.

Payment. The lump sum contract price paid for thermoplastic traffic markings of the widths and patterns designated in the project plans and as specified herein, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in removing existing thermoplastic traffic markings, applying thermoplastic traffic markings, complete in place, including establishing alignment for markings, as shown on the plans, as specified in these specifications and the Special Provisions, and as directed by the Engineer.

13-10. Pavement Markings. Pavement markings which include crosswalks, parking stalls, ADA markings, STOP bars, and "STOP" markings shall be painted and shall have glass beads applied as per the plans in accordance with Section 84, "Traffic Stripes and Pavement Markings" of the Standard Specifications except as provided herein, the Standard Plans, and these Special Provisions. Contractor shall reference all existing pavement markings prior to any slurry seal taking place on those streets that have pavement markings.

All pavement crosswalks and markings shall be applied in thermoplastic unless otherwise noted.

Measurement. Painting pavement markings are a lump sum item.

Payment. The lump sum contract price paid for painted traffic markings of the widths and patterns designated in the project plans and as specified herein for painted pavement markings, shall include full compensation for furnishing all labor, materials, tools, equipment, and incidentals, and for doing all the work involved in painting pavement markings (regardless of the number, widths and patterns of individual markings involved at each location) including removal of existing painted traffic markings, establishing alignment for markings, complete in place, as shown on the plans, as specified in these specifications and the Special Provisions, and as directed by the Engineer.

13-11. Pavement Markers. All pavement markers are reflective pavement markers shall be installed as described in the following respective sections.

Measurement. Placing reflective and non-reflective pavement markers are a lump sum item.

Payment. The lump sum contract price paid per reflective and non-reflective pavement markers shall include full compensation for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in placing pavement markers.

13-12. Reflective Pavement Markers (Blue). Blue raised reflective pavement markers shall be placed on streets to mark fire hydrants. Blue reflective pavement markers shall be placed 6 inches from the centerline stripe, or approximate center of the pavement where there is no centerline stripe, on the side nearest the fire hydrant. All pavement markers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications

13-13. Non Reflective Pavement Markers (Yellow). Pavement markers for the Highland Ave center line shall be Type AY, yellow non-reflective. All pavement markers shall conform to the provisions in Section 81-3.02B (1) of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

13-14. Reflective Pavement Markers (Yellow) – Highland Ave. Pavement markers for the Highland Ave center line shall be Type D, two-way yellow reflective installed in accordance with Detail 23 of the California Standard Plans. All pavement makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

13-15. Reflective Pavement Markers (Yellow) – Airport. Pavement markers for Area 3: Airport shall be Type D, two-way yellow reflective installed around the perimeter of Area 3 – Airport at approximate spacing of 19 feet on center. All pavement makers shall conform to the provisions in Section 85 of the California Standard Specifications. Pavement Adhesive used to install pavement markers shall conform to the requirements of Section 85 of the California Standard Specifications.

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 35)
 - 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**
 - Signed and Returned

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
SLURRY SEAL OF LOCAL STREETS**

Specification No.20-01

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 sum

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated.

Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER:

SPEC #:

PROJECT NAME:

20-01

SLURRY SEAL OF LOCAL STREETS

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	EXTENDED PRICE
1	Traffic Control	1	LS	\$	\$
2	Slurry Seal	152,195	SY	\$	\$
3	Solid Yellow 4" Traffic Stripe	1,753	LF	\$	\$
4	Solid Double Yellow 4" Traffic Stripe	849	LF	\$	\$
5	Broken White 4" Traffic Stripe	717	LF	\$	\$
6	Broken Yellow 4" Traffic Stripe	6,382	LF	\$	\$
7	Bike Lane 4" White Traffic Stripe	5,430	LF	\$	\$
8	Bike Lane 6" White Traffic Stripe	5,313	LF	\$	\$
9	Thermoplastic White Crosswalk	1,172	LF	\$	\$
10	Thermoplastic Yellow Crosswalk	1,268	LF	\$	\$
11	Thermoplastic Ladder Crosswalk	2,519	SF	\$	\$
12	Thermoplastic Stop Bar	619	LF	\$	\$
13	Thermoplastic Pavement Markings	1	LS	\$	\$
14	Pavement Markings	1	LS	\$	\$
15	Pavement Markers	1	LS	\$	\$

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

Witness our hands this day of _____, 20____.

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

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

Department of Industrial Relations Public Works Contractor Registration Number: _____

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

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

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

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

SLURRY SEAL OF LOCAL STREETS

(Signature of Bidder)

Business Mailing Address:

Business Location:

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

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this _____ day of _____, 200_____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

_____ Date _____

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

LIST OF PROPOSED SUBCONTRACTORS

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

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

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

DRAFT-NOT FOR BIDDING

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 XXXXXXXX for SLURRY SEAL OF LOCAL STREETS.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ 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 SLURRY SEAL OF LOCAL STREETS by contract, being duly sworn, deposes and says:

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

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
SLURRY SEAL OF LOCAL STREETS
SPECIFICATION NO. 20-01

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 fifteen (15) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

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

Article III. Labor Discrimination.

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

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

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

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

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor

has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

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

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

- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

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

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

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

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

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

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

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

Contractor is

_____ for Ukiah.

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

Accordingly, Contractor agrees as follows:

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

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

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

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

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

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

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

In the presence of:

WITNESS:

_____(SEAL)

(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

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

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL,**
and

_____, **AS SURETY,**

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

dollars (\$_____)

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

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

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

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

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

(Corporate Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

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

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

DIRECTIONS FOR PREPARATION OF PERFORMANCE AND MATERIAL AND LABOR BOND

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

CITY OF UKIAH
Mendocino County, California

DEFECTIVE MATERIAL AND WORKMANSHIP (MAINTENANCE) BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____,
_____, as **PRINCIPAL**

and _____,
_____, as **SURETY,**

are held and firmly bound unto the **City of Ukiah** as Obligee, in the penal sum of

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

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

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

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

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

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

_____(Seal)

BY: _____(Seal)

_____(Seal)

Principal

_____(Seal)

BY: _____(Seal)

_____(Seal)

Surety



AGENDA SUMMARY REPORT

SUBJECT: Approval of Amendment #3 in the amount of \$174,000 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination System (NPDES) Permit and Recycled Water Permit.

DEPARTMENT: Water Resources

PREPARED BY: Jarod, sean

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Attachment 1- Larry Walker and Associates Amendment #3

Summary: Council will consider approval of Amendment #3 in the amount of \$174,000 with Larry Walker and Associates for Technical Permitting Assistance related to the City's National Pollutant Discharge Elimination System (NPDES) Permit and Recycled Water Permit.

Background: The City, with the assistance of Larry Walker and Associates (LWA), filed an application for renewal of its National Pollutant Discharge Elimination System (NPDES) Permit for the Waste Water Treatment Plant (2016) and also submitted an application for the Recycled Water Permit (2018). The City has since received both permits.

Discussion: The North Coast Regional Water Quality Control Board (Board) has mandated numerous terms and conditions that must be met to remain compliant. The City will require further technical assistance to meet these permit conditions.

In addition, the City is required to update its Sewer System Management Plan (SSMP) in 2020. Since LWA is already familiar with the City's Wastewater Operations, this update can be completed more efficiently. Since preparation of a SSMP update is also a proposed term for settling ongoing litigation, time is of the essence.

Finally, the City hired new Laboratory Staff in 2019. LWA has been very helpful training new personnel. LWA will continue with compliance training under this Scope of Work (Attachment #1) for an additional contract amount of \$174,000.

Recommended Action: Approve Amendment #3 in the amount of \$174,000 with Larry Walker and Associates for Technical Permitting Assistance Related to the City's National Pollutant Discharge Elimination System (NPDES) Permit and Recycled Water Permit

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 84027225.52100- \$174,000

PROPOSED BUDGET AMOUNT: 84027225.52100- \$174,000

FINANCING SOURCE: Wastewater Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1617-146

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

1480 Drew Avenue, Suite 100
Davis, CA 95618

530.753.6400
530.753.7030 fax

www.lwa.com



February 1, 2020

Mr. Sean White
Director of Water and Sewer
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Subject: City of Ukiah Wastewater, Stormwater, and Recycled Water Permit Support (July 1, 2019 to December 31, 2020)

Dear Mr. White:

The City of Ukiah (City) has requested support from Larry Walker Associates (LWA) with implementation of various requirements specified in the City's wastewater, stormwater, and recycled water permits. The applicable permits are identified and described below.

Order No. R1-2018-0035 (NPDES Permit) – Requirements for operation of the Ukiah Wastewater Treatment Plant (WWTP), monitoring effluent and recycled water quality, discharge to the percolation ponds, and discharge to the Russian River.

Time Schedule Order No. R1-2018-0051 (TSO) – Requirements for compliance with final effluent limits for ammonia, nitrate, dichlorobromomethane, and chlorodibromomethane.

Order No. 2006-0003, as amended (Sanitary Sewer System WDRs) – Requirements for management of the City's wastewater collection system to prevent and report Sanitary Sewer Overflows (SSOs).

Order No. 2014-0057-DWQ (Stormwater Permit) – Requirements for stormwater discharges associated with activities at the WWTP.

Order No. WQ 2016-0068-DDW (Recycled Water Permit) – Requirements for operation of the City's recycled water program.

Order No. R1-2018-0058 (MRP) – Requirements for recycled water program monitoring and reporting.

LWA has provided water quality regulatory assistance to the City since 2016. LWA prepared the applications for the current NPDES and Recycled Water Permits, negotiated permit requirements with the North Coast Regional Water Quality Control Board (Regional Water Board), and understands the City's goals to implement/expand its Recycled Water Program and reduce discharges to the Russian River. In addition, LWA has worked extensively with the applicable regulatory agencies (Regional Water Board, State Water Board, Division of Drinking Water) and understands the regulations and requirements specified in the permits.

In 2019, LWA provided permit advice, prepared compliance reports, implemented electronic reporting requirements, helped City staff obtain California Environmental Laboratory Accreditation Program (ELAP) certification for the in-house laboratory, updated the WWTP Stormwater Pollution Prevention Program (SWPPP), trained staff on permit requirements, and communicated with regulatory agencies. In 2020, LWA will continue assistance with implementing NPDES, recycled water, and stormwater permit requirements and include activities related to implementation of the Sanitary Sewer System WDRs. The proposed scope of work, budget/staffing, and schedule are described in the following sections.

Scope of Work

The specific tasks and expected work activities are detailed below. Additional assistance will be provided at the direction of City staff. Draft reports and letters will be submitted to the City for review and the City's comments will be incorporated into the materials before finalizing the documents. Communication with regulatory agencies will be conducted by phone, email, or in-person meetings. To ensure notification of the City and maintain a record of communication, LWA will prepare written summary of phone call discussions, copy City staff on email correspondence, or prepare meeting minutes.

Task 1 – NPDES Permit and TSO Support

- Conduct phone calls and emails with Regional Water Board staff regarding permit and TSO requirements.
- Prepare quarterly Self-Monitoring Reports.
- Prepare Annual Self-Monitoring Report and TSO Progress Report.
- Setup, maintain, and utilize State of California online water quality databases to comply with electronic reporting requirements.
- Respond to questions from City staff on permit and TSO requirements and implementation procedures.
- Review water quality monitoring data to evaluate compliance, consider special studies, and revise monitoring approach.
- Develop response to permit violations and enforcement actions.

Task 2 – Source Control Program Support

- Finalize Source Control Program technical report for submittal to Regional Water Board.
- Develop approach for the Industrial Waste Survey.
- Provide advice to City staff as they conduct the Industrial Waste Survey.

Task 3 – Laboratory and Sampling Support

- Review analytical results and provide input on contract laboratory practices and analytical methods.
- Assist City staff with ELAP certification, method proficiency testing, and the Discharge Monitoring Report Quality Assurance (DMR-QA) Study.
- Create, review, and/or update in-house Standard Operating Procedures (SOPs) for laboratory and sampling activities.

- Observe in-house laboratory techniques, provide training on analytical practices and quality control methods, and review analytical results.
- Communicate with State Water Board staff on ELAP deadlines and requirements.

Task 4 – Stormwater Permit Support

- Assist with permit reporting requirements such as uploads to the Stormwater Multiple Application and Report Tracking System (SMARTS) database, Annual Reports, and Exceedance Response Actions (ERAs).
- Review monitoring data and answer questions from City staff.
- Provide permit implementation guidance and Best Management Practice (BMP) assistance.
- Update SWPPP to reflect current site conditions and operations.
- Develop SWPPP training materials and conduct City staff training.

Task 5 – Recycled Water Permit Support

- Conduct phone calls and emails with Regional Water Board and DDW staff regarding permit requirements.
- Setup, maintain, and utilize State of California online water quality databases to comply with electronic reporting requirements.
- Prepare permit compliance reports such as the Annual Recycled Water Program Report, Annual Volumetric Monitoring Report, and spill/off-spec production reports.
- Respond to questions from City staff on permit requirements and implementation procedures.

Task 6 – Collection System Permit Support

- Conduct biannual audit of the City's Sanitary Sewer Management Plan (SSMP).
- Update the SSMP based on audit findings.
- Prepare Sanitary Sewer Overflow (SSO) monitoring plan.
- Evaluate the City's SSO discovery and reporting process.

Budget/Staffing

The estimated cost for LWA permit support is \$174,000. The cost breakdown by task and expected level of assistance is detailed in **Attachment 1**. Denise Conners (Associate) will be the Project Manager and oversee contract administration. In addition, Denise will lead support activities for the NPDES permit, source control program, and recycled water permit. Sandy Mathews (Associate) will lead support activities for the stormwater permit and Alina Constantinescu (Senior Engineer) will support activities for the collection system permit. LWA will execute a subconsultant agreement with Diane Lawver (Quality Assurance Solutions, LLC) to provide in-house laboratory support. Individual LWA staff will be selected to provide the necessary experience to fulfill task requirements.

Schedule

The permit-specified deadlines during the contract period are listed in the following table. In addition, LWA will work with City staff on timelines to complete the Source Control Program Technical Report, perform the SSMP audit, update facility reports (as needed), and conduct staff training activities.

Quarterly SMRs	7/31, 10/31/19, 1/31, 4/30, 7/31, 10/31/20
Annual SMR and TSO Progress Report	3/1/20
Recycled Water Annual Report	4/1/20
Recycled Water Volumetric Monitoring Report	4/30/20
Industrial Waste Survey	1/1 to 12/31/20
Stormwater Annual Report	7/15/19, 7/15/20
ELAP Certificate Expiration	8/31/20

Thank you for the opportunity to provide this proposal and we look forward to working with you. Please contact me at (530) 753-6400 or denisec@lwa.com if you have any questions or suggested changes to the scope, budget, or schedule presented herein.

Sincerely,



Denise H. Conners
Associate

Attachment 1 – Cost Estimate for Wastewater, Stormwater, and Recycled Water Permit Support

ATTACHMENT 1

City of Ukiah
Professional Services by Larry Walker Associates

Cost Estimate for Wastewater, Stormwater, and Recycled Water Permit Support
7/1/19 to 12/31/20

Task No.	Proposed Task Cost/hour:	LWA Labor Hours (1)						Total Hours	Labor Cost	Other Direct Costs		Total Project Costs	Adjustments (4)	Adjusted Project Costs
		Associate	Senior Eng/ Scientist	Engineer IIA Engineer IIA	Scientist IIB Scientist IIB	Project Eng/ Scientist IB	Contract Admin							
		\$266	\$239	\$206	\$185	\$148	\$125							
1	NPDES Permit and TSO Support	32	18	118	16	0	8	192	\$41,082	\$140	(2)	\$41,222.00	\$0.00	\$41,222
2	Source Control Program Support	4	0	9	40	0	2	55	\$10,568	\$0		\$10,568.00	\$0.00	\$10,568
3	Laboratory and Sampling Support	0	105	24	0	0	2	131	\$30,289	\$20,809	(2) (3)	\$51,098.00	-\$3,877.00	\$47,221
4	Stormwater Permit Support	73	13	46	0	51	6	189	\$40,299	\$576.50	(2)	\$40,875.50	-\$802.50	\$40,073
5	Recycled Water Permit Support	35	0	28	8	0	2	73	\$16,808	\$723.20	(2)	\$17,531.20	-\$573.20	\$16,958
6	Collection System Permit Support	8	0	45	0	40	4	97	\$17,818	\$140.00	(2)	\$17,958.00	\$0.00	\$17,958
Total Project Costs (5)		152	136	270	64	91	24	737	\$156,864	\$22,388.70		\$179,252.70	-\$5,252.70	\$174,000

Notes: (1) LWA typically adjusts hourly rates on July 1st of each year. The hourly rates shown are based on the 2019/20 Rate Schedule.

(2) Estimated costs for travel, photocopies, and shipping.

(3) Subconsultant costs for laboratory assistance (Diane Lawver), including a 10% markup.

(4) Adjustments to LWA 2019 expenses and staff time.

(5) Estimated project costs are based on the best available information at time of production. If it appears the budget may be exceeded, LWA will notify the City (before incurring additional costs) to discuss an approach.



AGENDA SUMMARY REPORT

SUBJECT: Council to Authorize the City Manager to Negotiate and Execute a Lease Agreement for the Building and Grounds Located at 280 East Standley Street to New Life LLC.

DEPARTMENT: Community Services

PREPARED BY: Kerry Randall, Facilities Administrator

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Lease Agreement New Life LLC

Summary: Council to authorize the City Manager to negotiate and execute a lease agreement for the building and grounds located at 280 East Standley Street to New Life LLC.

Background: This location was originally built for the City's police station and then leased to the County of Mendocino for use as a probation building. The site has been vacant and used by the City as a storage space for the past eight years. During this time Staff worked to find a new tenant for the facility.

Discussion: The site has been vacant for many years, being used only for miscellaneous equipment storage for City departments. Staff recommends initiating a lease with New Life, LLC for an initial term of five years with an option to extend for an additional five years. The use of the building would be for general medical practice, including narcotic treatment. Additional information and terms are included in the draft lease, which has been reviewed and approved by the City Attorney and legal for New Life, LLC (Attachment 1). Remodel of the facility and business development would go through the City's standard entitlement processes.

Fiscal impact: Currently, the City incurs expenses associated with the facility for maintenance. The proposed lease would generate roughly \$67,000 per year in revenue.

At this time, Staff recommends authorization for the City Manager to negotiate and execute a lease for 280 East Standley Street with New Life, LLC.

Recommended Action: Council to authorize the City Manager to negotiate and execute a lease agreement for the building and grounds located at 280 East Standley Street to New Life LLC.

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

Approved: 
Sage Sangiacomo, City Manager

LEASE AGREEMENT

Between

THE CITY OF UKIAH, CALIFORNIA

AS LANDLORD

and

NEW LIFE, LLC

d/b/a

NEW LIFE CLINIC

AS TENANT

LEASE AGREEMENT

This Lease Agreement (this “**Lease**”), dated this ____ day of December, 2019, is made by and between the CITY OF UKIAH, California, whose address is 300 Seminary Avenue, Ukiah, CA 95482 (“**Landlord**”), and NEW LIFE, LLC (“**Tenant**”) a limited liability company formed under the laws, and a governmental subdivision, of the Pinoleville Pomo Nation, a federally recognized Indian tribe, whose address is 500 B Pinoleville Drive, Ukiah, California, 95482.

ARTICLE 1 PREMISES

1.1 Premises. On the terms and subject to the conditions described in this Lease, Landlord does hereby lease unto Tenant certain space (the “**Premises**”) identified on the **Lease Summary Page** (attached hereto as **Exhibit A**) consisting of the rentable square footage described therein and located at the building address described therein in Ukiah, California (the “**Building**,” or the Building and land sometimes referred to as the “**Property**”). The Property and any work to be performed there by Tenant is also sometimes referred to herein as the “**Project**.”

1.2 Acceptance of Premises; Condition. Tenant shall accept delivery of the Premises in its “as is” condition on the Commencement Date (including, without limitation, the condition of the Project, Building, the fixtures and all improvements located on the Property), except for those conditions listed on the **Lease Summary Page**, which Landlord shall remedy to Tenant’s reasonable satisfaction prior to the Commencement Date (defined below). No representation, statement or warranty is or has been made (expressed or implied) by Landlord or on behalf of Landlord as to the condition of the Premises, the Project, the Building, the fixtures or any improvements located on the Property, or as to the use that may be made of the same by Tenant or otherwise. In no event shall Landlord be liable for any defect in the condition of the Premises, the Project, the Building, the fixtures or any improvements located on the Property, or for any limitation on the use of the Premises, the Project, the Building, the fixtures or any improvements located on the Property.

ARTICLE 2 TERM

2.1 Commencement Date. Except as otherwise provided herein, the effectiveness of this lease shall commence upon full execution by the parties and satisfaction of any contingencies to effectiveness, if any. The Term of this Lease shall commence on the date on which the Premises is delivered to Tenant (the “**Commencement Date**”).

2.2 Term. The initial Term of this Lease shall be for the period set forth on the **Lease Summary Page** and shall begin at noon on the Commencement Date and end at noon on the last day of the sixtieth (60th) full calendar month following the Commencement Date. For the purposes of establishing the dates of increases in the Rent, a “**Lease Year**” shall be the twelve (12) month period commencing on the Commencement Date (or if the Commencement Date is not the first day of the month, commencing on the first day of the month immediately following the Commencement Date) and each anniversary of such date thereafter.

2.3 Rent Commencement. Tenant's obligation to pay Additional Rent (as defined below) shall commence on the Commencement Date. Tenant's obligation to pay Base Rent (as defined below) shall commence on the sooner to occur of: (a) Tenant's opening for business; or (b) one hundred twenty (120) days after the Commencement Date. Tenant will be solely responsible for obtaining all permits required to enable it to operate in the Premises for the Permitted Use (as set forth on the **Lease Summary Page**) throughout the Lease Term at its sole cost and expense. Tenant shall within fifteen (15) days after the latter of (1) Landlord's execution of this Lease, or (2) Landlord's approval of the plans for Tenant's Work (addressed below), submit all applications and materials necessary to process and obtain Tenant's permits. Tenant agrees to use its best efforts to obtain Tenant's permits by the date that is one hundred twenty (120) days following the mutual execution of this Lease.

2.4 Anticipated Commencement Date. The Anticipated Commencement Date is currently [December 1, 2019]. Subject to Landlord's rights to adjust the Commencement Date as set forth below, Landlord shall deliver the Premises to Tenant on the Anticipated Commencement Date. Landlord shall provide Tenant with prompt written notice of any anticipated change in the Anticipated Commencement Date.

ARTICLE 3 RENT

3.1 Base Rent. Tenant agrees and covenants to pay to Landlord as Base Rent, without prior notice of demand, and without any deduction or setoff whatsoever, as "Base Rent," the sum set forth on the **Lease Summary Page**. Tenant shall pay to Landlord the Base Rent in equal monthly installments, in advance, on the first day of each month during the Term of this Lease, without notice, demand, deduction or offset (except as may otherwise be expressly provided in this Lease). The obligations of Tenant to pay Base Rent and other sums to Landlord and the obligations of Landlord under this Lease are independent obligations. In the event that the Rent Commencement Date is a date other than the first day of a month, the Base Rent for the first month shall be prorated based on a thirty (30) day month and paid on the Rent Commencement Date. Said rental shall be paid to Landlord at its address shown on the **Lease Summary Page**, or to such other person or at such other place as Landlord may from time to time designate in writing.

3.2 Periodic Adjustment. The Base Rent shall be adjusted annually as stated on the **Lease Summary Page**.

3.3 Additional Rent. Tenant covenants and agrees to pay, as Additional Rent, all costs and expenses relating to the Premises, including utilities, maintenance and repair thereof per Article 7; and all other costs and expenses which Tenant is obligated to pay under this Lease (collectively, "**Additional Rent**").

3.4 [reserved]

3.5 Taxes and Insurance.

3.5.1 Estimation of Operating Expenses. Landlord will deliver to Tenant a written estimate of Operating Expenses. "**Operating Expenses**" as used in this Section 3.5 includes

property taxes and assessments (Article 12), and premiums paid by Landlord for insurance (Article 10) attributable to the Premises. The estimated Operating Expenses for the calendar year 2019 are as set forth in the **Lease Summary Page**.

3.6 [reserved]

3.7 Rent. The Base Rent together with any annual adjustments and Additional Rent shall be referred to herein as the “**Rent**.” Any delay or failure of Landlord to compute or bill for such annual adjustment to the Rent shall not constitute a waiver of or in any way impair the continuing obligation of Tenant to pay such adjustment.

3.8 Lease a Net Lease. It is the intent of the parties that the Base Rent provided in this Lease shall, subject to the express terms hereof, be a net payment to Landlord; that, except as otherwise expressly provided herein, the Lease shall continue for the full Lease Term notwithstanding any occurrence preventing or restricting use and occupancy of the Premises, including any damage or destruction affecting the Premises, and any action by governmental authority (except Landlord) relating to or affecting the Premises; that the Base Rent shall be absolutely payable without offset, reduction or abatement for any cause except as otherwise specifically provided in this Lease; that Landlord shall not bear any costs or expenses relating to the Premises or provide any services or do any act in connection with the Premises except as otherwise specifically provided in this Lease or required by applicable law.

ARTICLE 4 SECURITY DEPOSIT

4.1 Security Deposit. Tenant has deposited with Landlord the sum indicated on the **Lease Summary Page** as security for the faithful performance by Tenant of all the terms, covenants, and conditions of this Lease to be kept and performed by Tenant during the term hereof. If Tenant defaults with respect to any provision of this Lease, including but not limited to the provisions relating to the payment of Rent, Landlord may (but shall not be required to) use, apply or retain all or any part of this security deposit for the payment of any Rent or any other sum in default, or for the payment of any amount which Landlord may spend or become obligated to spend by reason of Tenant’s default, or to compensate Landlord for any other loss or damage which Landlord may suffer by reason of Tenant’s default. If any portion of said deposit is so used or applied, Tenant shall within fifteen (15) days after written demand therefor, deposit cash with Landlord in an amount sufficient to restore the security deposit to its original amount. Landlord shall not be required to keep this separate from its general funds, and Tenant shall not be entitled to interest on such deposit. If Tenant shall fully and faithfully perform every provision of this Lease to be performed by it, the security deposit or any balance thereof shall be returned to Tenant (or, at Landlord’s option, to the last assignee of Tenant’s interest hereunder) within thirty (30) days after the expiration of the Lease Term and any extension thereof. In the event of termination of Landlord’s interest in this Lease, Landlord shall transfer said deposit to Landlord’s successor in interest, and upon such transfer Landlord shall then be released from any liability with respect thereto.

ARTICLE 5 USE

5.1 Use. Tenant shall use the Premises for the purposes as set forth on the **Lease Summary Page** and shall not use or permit the Premises to be used for any other purpose without the prior written consent of Landlord.

5.2 Compliance with Laws; Waste; Nuisance. Tenant covenants that it shall: (a) at its sole cost and expense, promptly comply with all applicable federal, state and local laws, statutes, rules, regulations, requirements, ordinances, codes and orders and all applicable industry codes, energy codes and standards, including, but not limited to, all environmental laws and regulations, now in force or which may hereafter be in force, and with the requirements of any board of fire insurance underwriters or other similar bodies now or hereafter constituted, relating to, or affecting the Tenant's specific use or occupancy of the Premises ("**Laws**"); (b) keep the Premises in clean, neat, and orderly condition, free of objectionable noise, odors, nuisances, and will in all respects, and at all times, fully comply with all health and policy regulations; (c) not suffer, permit, or commit any waste; (d) not suffer, permit, or commit, or permit any patron or invitee of Tenant to commit, any nuisance or unacceptable loitering on, about, or around the Premises; and (e) not use, suffer or permit any person(s) to use the Premises or any part thereof, or common elements (sidewalks, hallways, etc.), for conducting thereon any nuisance, distress, harassment, or illegal activity.

5.3 Insurance Rates. Other than use of the Premises for the purposes set forth on the **Lease Summary Page**, Tenant shall not do or permit anything to be done in or about the Premises nor bring or keep anything therein which will in any way increase the existing rate or affect any fire or other insurance upon the Building or any of its contents, or cause cancellation of any insurance policy covering said Building or any part thereof or any of its contents.

ARTICLE 6 ALTERATIONS AND ADDITIONS

6.1 Alterations and Additions by Tenant. After completion of Tenant's Work, Tenant shall not make or suffer to be made any alterations, additions or improvements to the Premises or any part thereof (except routine maintenance, repairs, and replacements as may be necessary in the ordinary course) without first obtaining Landlord's written approval which shall not be unreasonably withheld, conditioned or delayed. All alterations, additions or improvements to be made by Tenant to the Premises, or any part thereof, shall be subject to the terms, conditions and processes set forth in the **Work Letter** attached to this Lease as **Exhibit B**. Tenant shall present to Landlord plans and specifications for such work at the time approval is sought. Any alterations, additions or improvements to the Premises, including, but not limited to, wall covering, paneling and built-in cabinet work, but excepting movable furniture, equipment and trade fixtures, shall on the expiration of the Term become a part of the realty and belong to Landlord and shall be surrendered with the Premises, unless Landlord otherwise elects and notifies Tenant thereof at the time it provides approval of the subject alterations, additions or improvements. In the event Landlord consents to the making of any alterations, additions or improvements to the Premises by Tenant, the same shall be made by Tenant at Tenant's sole cost and expense, and shall be done in a good and workmanlike manner and diligently prosecuted to completion such that, except as absolutely necessary during the course of such work, the Premises shall at all times be a complete operating unit. Notwithstanding the

foregoing, Tenant may, without Landlord's prior written consent, make cosmetic alterations to the Premises so long as such alterations: (i) cost less than \$50,000 in any given twelve month period, (ii) do not require permits from any governmental agency and (iii) do not affect building systems.

6.2 Removal. Tenant shall, on or before the last day of the Term, at Tenant's sole cost and expense, remove any alterations, additions, or improvements made which have been designated by Landlord to be removed as set forth in Section 6.1 above, and repair any damage to the Premises caused by such removal.

6.3 Liens. Tenant covenants and agrees not to permit or suffer, and to cause to be removed and released, any mechanic's, materialmen's or other lien on account of supplies, machinery, tools, equipment, labor or material furnished or used in connection with the construction, alteration, improvement, addition to or repair of the Premises by, through or under Tenant. At least fifteen (15) days prior to any alterations, additions or improvements, Tenant shall provide written notice to Landlord of the date of commencement of same. Prior to the commencement of any alterations, additions or improvements, Tenant shall comply with Civil Code Section 8444, including by giving a Notice of Owner's Non-Liability in the form attached hereto as Exhibit C, or in such other form as Landlord may from time to time require in writing, to the construction contractor and any subcontractors by any of the following means:

(a) Personal delivery.

(b) Mail in the manner provided in Section 8110.

(c) Leaving the notice and mailing a copy in the manner provided in Section 415.20 of the Code of Civil Procedure for service of summons and complaint in a civil action.

Tenant shall also (1) post in conspicuous locations as directed by Landlord and maintain on the Premises and Building Notices of Owner's Non-Liability and (2) record the Notice of Owner's Non-Liability in the Official Records of Mendocino County.. Tenant shall have the right to contest, in good faith and with reasonable diligence, the validity of any such lien or claimed lien, provided that Tenant shall give to Landlord such security as may be reasonably requested by Landlord to insure the payment of any amounts claimed, including interest and costs, and to prevent any sale, foreclosure or forfeiture of any interest in the Property on account of any such lien, including, without limitation, bonding, escrow or endorsement of the title insurance policy of Landlord and any holder of a mortgage or deed of trust encumbering the Property. If Tenant so contests, then on final determination of the lien or claim for lien, Tenant shall immediately pay any judgment rendered, with interest and costs, and will cause the lien to be released and any judgment satisfied.

ARTICLE 7 MAINTENANCE

7.1 Maintenance by Tenant. Tenant shall, at Tenant's sole cost and expense, keep and maintain the Premises and every part thereof not expressly set forth as Landlord's obligation hereunder, including, but not limited to, all partitions, doors, signs, plate glass, fixtures (including fluorescent lighting fixtures, tubes, and ballasts), business equipment, and appurtenances thereof, in good condition and repair, including periodic painting. Tenant's obligations include contracting and

paying separately for all janitorial services required for or supplied to the Premises and all medical waste or biohazard storage, removal and disposal services. Except as specifically provided in this Lease (e.g., pursuant to Landlord's Work as discussed in the **Lease Summary Page**), Landlord shall have no obligation whatsoever to alter, remodel, improve, maintain, repair, decorate or paint the Premises or any part thereof, and the parties hereto affirm that Landlord has made no representations to Tenant respecting the condition of the Premises or the Building except as specifically herein set forth.

7.2 Maintenance by Landlord. Landlord shall repair and maintain the roof, plumbing to the point it enters the Premises, air conditioning (excluding duct work performed by Tenant), life safety (excluding any portion altered by Tenant as contemplated under Exhibit B, and excluding any fire alarms installed as a result of Tenant's specific use), heating and ventilation (excluding duct work performed by Tenant), mechanical and electrical systems (to the point it enters the Premises), common facilities and areas, garage, and parking areas, and the structural components of the Premises and the Building. "Structural components" shall mean exterior walls, slab-floor and foundation. If Landlord is required, however, to make structural repairs by reason of willful misconduct or negligent acts or omissions of Tenant or any person present on the Premises at the request of or for the benefit, direct or indirect, of Tenant, Tenant shall pay Landlord's cost for making such repairs, plus ten percent (10%) for overhead immediately upon presentation of a bill therefor. Failure of Tenant to pay such amount within ten (10) business days after presentment shall constitute a material default hereunder. Landlord's obligation to maintain as set forth above shall not include any supplemental air conditioning required for or supplied to the Premises or any plumbing included in Tenant's Work.

7.3 Landlord's Right to Cure. If Tenant refuses or neglects to repair the Premises or property as required hereunder to the reasonable satisfaction of Landlord within ten (10) days after written demand (or immediately in the event of an emergency), Landlord may make such repairs without liability on its part to Tenant for any loss or damage that may accrue to Tenant's merchandise, personal property, fixtures, equipment or leasehold improvements or to Tenant's business by reason thereof. Tenant shall pay Landlord's cost for making such repairs, plus ten percent (10%) for overhead immediately upon presentation of a bill therefor.

7.4 Overload. Tenant shall not install any electrical equipment that overloads the wiring panels, etc., in the Premises. Tenant shall make at its own expense whatever changes are necessary to relieve any overload condition and to comply with the requirements of the insurance underwriters or the governmental authorities having jurisdiction.

7.5 Tenant's Use of Mechanical System. Tenant shall not, at any time during the Lease Term or during its possession of the Premises, use any mechanical systems or structural components (e.g., plumbing, heating, demising partitions) in such a manner as to intentionally or negligently cause damage thereto. Tenant shall be responsible for, and shall reimburse Landlord for any cost or expenses associated with Tenant's breach of this provision.

ARTICLE 8 ASSIGNMENT AND SUBLETTING

8.1 Assignment Prohibited. Tenant shall not, either voluntarily or by operation of law, assign, transfer, mortgage, pledge, hypothecate or encumber this Lease or any interest therein, shall

not sublet the Premises or any part thereof, or any right or privilege appurtenant thereto, or suffer any other person (the employees, agents, servants and invitees of Tenant excepted) to occupy or use the Premises, or any portion thereof, or change the membership or ownership of Tenant or the organization of Tenant as a limited liability company without first obtaining Landlord's written consent, which Landlord may not unreasonably withhold, condition or delay. Tenant will pay to Landlord, as Additional Rent, all costs and expenses, including, without limitation, reasonable attorneys' fees and costs, that Landlord incurs in connection with any requested assignment, sublease or other transfer, including a change in the ownership or organization of Tenant.

8.2 Consent Required. Any assignment or subletting or other change subject to Section 8.1 without such consent shall be void. A consent to one assignment, subletting, occupation or use by any other person shall not be deemed to be a consent to any subsequent assignment, subletting, occupation or use by any other person.

8.3 Landlord's Rights in Event of Assignment. If this Lease is assigned or if the Premises or any portion thereof are sublet or occupied by any person other than Tenant, as currently owned and organized, Landlord may collect Rent from such assignee or other party, and apply the amount collected to the Rent reserved hereunder, but such collection and application shall not constitute a consent to or waiver of the necessity of consent to such assignment, subleasing or other transfer, nor shall such collection and application constitute the recognition of such assignee, sublessee, or other party as the tenant hereunder. In the event that Landlord shall consent to an assignment or sublease hereunder, Tenant shall pay to Landlord reasonable costs for the processing of such assignment or sublease requiring Landlord's consent.

ARTICLE 9 INDEMNIFICATION

9.1 Tenant Indemnification. Tenant agrees to defend, pay, indemnify and hold harmless (collectively, "Indemnify") Landlord against and from any and all claims, demands, fines, suits, actions, proceedings, orders, decrees, and judgments of any kind (collectively, "Claims") arising from Tenant's use and/or occupancy of the Premises or from any activity, work, or other thing done, permitted or suffered by Tenant in or about the Building, and shall further Indemnify Landlord against and from any and all Claims arising from any breach or default in the performance of any obligation on Tenant's part to be performed under the terms of this Lease, or arising from any act or omission of Tenant, or any officer, agent, employee, guest, or invitee of Tenant, and from any and against all costs, attorneys' fees, expenses and liabilities incurred in or about any such Claim or any action or proceeding brought thereon, and, in any case, action or proceeding be brought against Landlord by reason of any such Claim, Tenant, upon notice from Landlord, shall defend the same at Tenant's expense by counsel reasonably satisfactory to Landlord. Notwithstanding the foregoing, Tenant shall not be required to Indemnify Landlord for any Claim caused by the gross negligence or willful misconduct of Landlord. Tenant hereby waives all claims against Landlord for damage to property or injury to persons in or upon the Premises, from any cause other than the gross negligence or willful misconduct of Landlord.

ARTICLE 10 INSURANCE

10.1 Insurance.

10.1.1 Tenant's Liability Insurance. Tenant shall comply with the insurance requirements in the attached Exhibit A, Insurance Requirements for Lessees (No Auto Risk).

10.1.2 Casualty Insurance. Landlord covenants and agrees to obtain and keep in full force and effect during the Lease Term, casualty insurance as hereinafter defined. Casualty insurance shall mean property insurance or equivalent coverage through a pooled risk joint powers authority, including "special causes of loss" coverage with respect to the Property, in an amount equal to the full replacement cost thereof, with coinsurance clauses of no less than ninety percent (90%), and with coverage, at Landlord's option, by endorsement or otherwise, for all risks, vandalism and malicious mischief, sprinkler leakage, boilers, and rental loss and with a deductible in the amount for each occurrence as Landlord, in its sole discretion, may determine from time to time. Casualty insurance obtained by Landlord need not name Tenant as an insured party and may, at Landlord's option, name any mortgagee or holder of a deed of trust as an insured party as its interest may appear. Tenant shall be responsible for obtaining, at Tenant's option, cost and expense, insurance coverage for personal property and leasehold improvements of Tenant and for business interruption of Tenant.

10.1.3 Landlord's Liability and Loss of Rents Insurance. Landlord may procure and maintain commercial general liability insurance for injuries or damage with respect to the ownership, operation, and use of the Property, in such coverage and amounts as from time to time may be deemed appropriate by Landlord. Landlord may also procure loss of rents insurance with respect to the Premises in an aggregate amount equal to not more than twelve (12) times the sum of the monthly requirement of Base Rent.

ARTICLE 11 UTILITIES

11.1 Services and Utilities. Landlord shall, at Landlord's sole cost and expense, provide the utility connections specified in the Work Letter stubbed into the Premises. Tenant shall be solely responsible for distribution of the utilities and all consumption costs of said utilities unless otherwise expressly set forth in the Work Letter. Tenant covenants and agrees to contract in Tenant's own name and to pay all charges for interior janitorial service, water, sewage, disposal, storm drainage fees, gas, electricity, light, heat, power, telephone or other utility services used, rendered or supplied to or for the Premises. Any and all tap fees, EDU fees, meter fees (except as expressly set forth in the Work Letter), fixture fees, connection fees, impact fees, system development fees or other similar fees relating to the utilities to be used at the Premises shall be paid by the Tenant.

ARTICLE 12 PROPERTY TAXES

12.1 Taxes. The parties acknowledge that Landlord is a general law municipal corporation which is exempt from ad valorem real property taxes on real property it owns which is located within the city limits. The Leased Premises is City owned property. Tenant shall pay and discharge all possessory interest taxes on its leasehold interest in the Leased Premises and any and all personal property or business inventory taxes (if any) which are levied, assessed, imposed or charged upon its personal property (including, but not limited to, leasehold improvements, equipment, furniture,

fixtures and personal property located in the Premises) or which arise out of or result from the activities carried on by Tenant upon the Premises. Such taxes shall be paid by Tenant promptly when due, provided that Tenant reserves the right, at its own cost and expense, to contest any taxes or assessments which it deems to be improper or unreasonable. Tenant covenants and agrees to pay, as Additional Rent, the taxes it is responsible for paying under this Section 12.1.

ARTICLE 13 ENTRY BY LANDLORD

13.1 Entry By Landlord. Landlord reserves and shall at any and all reasonable times have the right upon 24 hours' advance written notice (or no notice in the event of an emergency) to enter the Premises, inspect the same, perform any obligations of Tenant that Tenant has failed to perform hereunder, to submit the Premises to prospective purchasers or tenants, to post notices of non-responsibility, and to alter, improve or repair the Premises and any portion of the Building of which the Premises are a part that Landlord may deem necessary or desirable, without abatement of rent, and may for that purpose erect scaffolding and other necessary structures where reasonable as required by the character of the work to be performed, always providing that the entrances, exits, parking spaces and lots, and other critical areas a part of or connected to the Premises shall not be blocked thereby, and further providing that the business of Tenant shall not be interfered with unreasonably. Provided Landlord's access is in accordance with this Section 13.1, Tenant hereby waives any claim for damages or for any injury or inconvenience to or interference with Tenant's business, any loss of occupancy or quiet enjoyment of the Premises, and any other loss occasioned thereby. For each of the aforesaid purposes, Landlord shall at all times have and retain a key with which to unlock all of the doors in, upon and about the Premises, excluding Tenant's vaults, safes and files, and Landlord shall have the right to use any and all means which Landlord may deem proper to open said doors in an emergency, in order to obtain entry to the Premises without liability to Tenant except for any failure to exercise due care for Tenant's property. Any entry to the Premises obtained by Landlord by any of said means, or otherwise, shall not under any circumstances be construed or deemed to be a forcible or unlawful entry into, or a detainer of, the Premises, or an eviction of Tenant from the Premises or any portion thereof. Landlord shall use commercially reasonable efforts to avoid making repairs to the Premises between the hours of 5:00 a.m. and 12:00 p.m.

ARTICLE 14 RECONSTRUCTION

14.1 Insured Casualty. In the event the Premises or the Building of which the Premises are a part are damaged by fire or other perils covered by the casualty insurance required pursuant to Section 10.1.2 hereof, Landlord agrees to forthwith repair the same to the extent that proceeds of casualty insurance are available therefor; and this Lease shall remain in full force and effect, except that Tenant shall be entitled to a proportionate reduction of Rent while such repairs are being made, such proportionate reduction to be based upon the extent to which the making of such repairs shall materially interfere with the business carried on by Tenant in the Premises. Any reduction in Rent shall end five (5) days after notice by Landlord to Tenant that the Premises have been repaired. If the time estimated to repair the damage by Landlord's licensed and reputable general contractor exceeds 360 days, either Landlord or Tenant may terminate this Lease effective as of the date such opinion is given.

14.2 Non-Insured Casualty. In the event the Premises or the Building of which the Premises are a part are damaged as a result of any cause other than the perils covered by casualty insurance, Tenant shall have the right, but not the obligation, to repair the same. Unless within ninety (90) days of the date the damage occurred (“Occurrence Date”), Tenant gives Landlord written notice of its intent to repair the damage, the Lease shall terminate. If Tenant gives a timely notice of its intent to repair the damage, Tenant shall make the repairs in accordance with Section 6.1. Within one hundred twenty (120) days of the Occurrence Date, Tenant must submit for Landlord’s approval plans and specifications for making the repairs. Landlord shall approve or provide notice of the reasons for withholding approval of the plans and specifications within forty-five (45) days of their submission. Tenant shall make changes necessary to obtain Landlord’s approval of the plans and specifications. Upon Landlord’s approval of the plans and specifications, Tenant shall complete repairing the damage in accordance with the Landlord approved plans and specifications and all building permits issued for the repairs within three-hundred sixty (360) days of the Occurrence Date. If Tenant fails to complete the repairs by obtaining a final inspection and approval from the Building Official within said 360 days of the Occurrence Date, the Lease shall terminate. The time requirements in this Section 14.2 are subject to time extensions for unavoidable delays. A delay is unavoidable, if events or occurrences prevent a party’s timely performance which event or occurrence is not within the reasonable control of the party and could not have been avoided or the delay reduced by the exercise of reasonable diligence by the party. The time shall be extended by the number of days that the unavoidable delay prevented timely performance. If the Tenant seeks additional time to perform based on an Unavoidable Delay, it must give the Landlord notice of the delay within ten (10) days of its occurrence and the number of additional days it will require to complete performance. Failure to file a timely notice of an Unavoidable Delay waives the right to a time extension.

14.3 Tenant Responsibility.

14.3.1 Landlord shall not be required to repair any injury or damage by fire or other cause, or to make any repairs or replacements of any panels, decoration, office fixtures, railings, floor coverings, partitions, or any other property installed in the Premises by Tenant (collectively, “*Tenant’s Property*”).

14.3.2 Tenant shall not be entitled to any compensation or damages from Landlord for loss of the use of the whole or any part of the Premises, Tenant’s personal property or any inconvenience or annoyance occasioned by such damage, repair, reconstruction or restoration.

14.3.3 If a fire or other casualty is the result of the willful misconduct or negligence of Tenant or failure to act of Tenant, its agents, contractors, employees or invitees, there will be no abatement of Rent as otherwise provided for in this Article.

ARTICLE 15 EMINENT DOMAIN

15.1 Eminent Domain. If a portion of the Premises shall be taken or appropriated by any public or quasi-public authority under the power of eminent domain, such that there is not sufficient space left in the Premises for Tenant to conduct business in substantially the manner in which it was being conducted immediately prior to such taking, then and in such event either party hereto shall have the right, at its option, to terminate this Lease, and Landlord shall be entitled to any and all

income, rent, award, or any interest therein whatsoever which may be paid or made in connection with such public or quasi-public use or purpose, and Tenant shall have no claim against Landlord for the value of any unexpired term of this Lease. If neither party elects to terminate as herein provided, or if the above-described termination threshold is not reached, then the Rent thereafter to be paid shall be equitably reduced. Tenant shall be entitled to seek directly from the condemning authority any claims Tenant might have as long as such claims do not reduce the award to Landlord.

ARTICLE 16 ENVIRONMENTAL

16.1 Definitions.

16.1.1 Hazardous Material. Hazardous Material means any substance:

16.1.1.1 which is or becomes defined as a “hazardous material,” “hazardous waste,” “hazardous substance,” “regulated substance,” “pollutant” or “contaminant” under any federal, state or local statute, regulation, rule or ordinance or amendments thereto including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act (42 U.S.C. § 9601 et seq.) and the Resource Conservation and Recovery Act (42 U.S.C. § 6901 et seq.); or

16.1.1.2 which is toxic, explosive, corrosive, flammable, infectious, radioactive, carcinogenic, mutagenic, or otherwise hazardous (including any medical waste, biological material, biohazard material or biohazard waste) and is or becomes regulated by any governmental authority, agency, department, commission, board, agency or instrumentality of the United States, the State of California or any political subdivision thereof; or

16.1.1.3 the presence of which on the premises causes or threatens to cause a nuisance upon the premises or to adjacent properties or poses or threatens to pose a hazard to the health or safety of persons on or about the premises; or

16.1.1.4 which contains gasoline, diesel fuel or other petroleum hydrocarbons; or

16.1.1.5 which contains polychlorinated biphenyls (PCBs), asbestos or urea formaldehyde foam insulation; or

16.1.1.6 radon gas.

16.1.2 Environmental Requirements. Environmental Requirements means all applicable present and future statutes, regulations, rules, ordinances, codes, licenses, permits, orders, approvals, plans, authorizations, concessions, franchises, and similar items, of all governmental agencies, departments, commissions, boards, bureaus, or instrumentalities of the United States, states and political subdivisions thereof and all applicable judicial, administrative, and regulatory decrees, judgments, and orders relating to the protection of human health or the environment, including, without limitation, those imposed by the Occupational Safety and Health Administration (“OSHA”) or the state or local equivalent agency. Notwithstanding the general scope of the requirements of this Article 16, all Hazardous Materials must be stored, handled, used, transported and disposed of

in accordance with all such OSHA regulations rules, regulations and requirements and those of any applicable state or local agency.

16.1.3 Environmental Damages. Environmental Damages means all claims, judgments, damages, losses, penalties, fines, liabilities (including strict liability), encumbrances, liens, costs, and expenses of investigation and defense of any claim, whether or not such claim is ultimately defeated, and of any good faith settlement or judgment, of whatever kind or nature, contingent or otherwise, matured or unmatured, foreseeable or unforeseeable, including without limitation reasonable attorneys' fees and disbursements and consultants' and witnesses' fees, any of which are incurred at any time as a result of the existence of Hazardous Material upon, about, beneath the premises or migrating or threatening to migrate to or from the premises, or the existence of a violation of Environmental Requirements pertaining to the premises.

16.2 Tenant's Obligation to Indemnify, Defend and Hold Harmless. Tenant, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless the following persons from and against any and all Environmental Damages arising from activities of Tenant or its employees, agents, contractors, subcontractors, or guests, licensees, or invitees which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the Premises and the activities thereon:

16.2.1 Landlord;

16.2.2 any other person who acquires an interest in the Premises in any manner, including but not limited to purchase at a foreclosure sale or otherwise; and

16.2.3 the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns, guests and invitees of such persons.

This obligation shall include, but not be limited to, the burden and expense of investigating and defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), including attorneys' fees and expert witness and consulting fees, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons, and all such expenses incurred in enforcing the obligation to indemnify. Tenant, at its sole expense, may employ additional counsel of its choice to associate with counsel representing the indemnified parties.

16.3 Tenant's Obligation to Remediate. Notwithstanding the obligation of Tenant to indemnify Landlord pursuant to this agreement, Tenant shall, upon demand of Landlord, and at its sole cost and expense, promptly take all actions to remediate the Premises, Building, and Land which are reasonably necessary to mitigate Environmental Damages or to allow full economic use of the Building and Land, or are required by Environmental Requirements, which remediation is necessitated by the 1) introduction of a Hazardous Material upon, about or beneath the Premises or 2) a violation of Environmental Requirements, either of which is caused by the actions of Tenant, its

employees, agents, contractors, subcontractors, guests, invitees or licensees. Tenant shall promptly provide to Landlord copies of testing results and reports that are generated in connection with the above activities, and copies of any correspondence with any governmental entity related to such activities.

16.4 Notification. If Tenant shall become aware of or receive notice or other communication concerning any actual, alleged, suspected or threatened violation of Environmental Requirements, or liability of Tenant for Environmental Damages in connection with the Premises or past or present activities of any person thereon, or that any representation set forth in this agreement is not or is no longer accurate, then Tenant shall deliver to Landlord, within ten days of the receipt of such notice or communication by Landlord, a written description of said violation, liability, correcting information, or actual or threatened event or condition, together with copies of any such notice or communication. Receipt of such notice shall not be deemed to create any obligation on the part of Landlord to defend or otherwise respond to any such notification or communication.

16.5 Negative Covenants.

16.5.1 No Hazardous Material on Premises. Except in strict compliance with all Environmental Requirements, Tenant shall not cause, permit or suffer any Hazardous Material to be brought upon, treated, kept, stored, disposed of, discharged, released, produced, manufactured, generated, refined or used upon, about or beneath the Premises by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees, or any other person. Upon request, Tenant shall deliver to Landlord copies of all documents which Tenant provides to any governmental body in connection with compliance with Environmental Requirements with respect to the premises, such delivery to be contemporaneous with provision of the documents to the governmental agency.

16.5.2 No Violations of Environmental Requirements. Tenant shall not cause, permit or suffer the existence or the commission by Tenant, its agents, employees, contractors, subcontractors, guests, licensees or invitees of a violation of any Environmental Requirements upon, about or beneath the Premises or any portion of the Building or Land.

16.6 Landlord's Right to Inspect and to Audit Tenant's Records Concerning Hazardous Materials. Landlord shall have the right in its sole and absolute discretion, but not the duty, to, upon not less than twenty-four (24) hours prior written notice (except in the event of an emergency, in which case no prior written notice shall be required, but Landlord will use reasonable efforts to provide prior oral notice) and at reasonable times enter and conduct an inspection of the Premises and to inspect and audit Tenant's records concerning Hazardous Materials at any reasonable time to determine whether Tenant is complying with the terms of the Lease, including but not limited to the compliance of the Premises and the activities thereon with Environmental Requirements and the existence of Environmental Damages. Tenant hereby grants to Landlord the right to enter the Premises and to perform such tests on the Premises as are reasonably necessary in the opinion of Landlord to assist in such audits and investigations. Landlord shall use reasonable efforts to minimize interference with the business of Tenant by such tests inspections and audits, but Landlord shall not be liable for any interference caused thereby.

16.7 Landlord's Right to Remediate. Should Tenant fail to perform or observe any of its obligations or agreements pertaining to Hazardous Materials or Environmental Requirements,

then following written notice and an opportunity to cure as set forth in this Article 16, Landlord shall have the right, but not the duty, without limitation upon any of the rights of Landlord pursuant to this Lease, to enter the Premises personally or through its agents, consultants or contractors and perform the same. Tenant shall indemnify Landlord for the costs thereof and liabilities therefrom as set forth in Section 16.2.

16.8 Landlord's Obligation to Indemnify, Defend and Hold Harmless Concerning Environmental Matters. Landlord, its successors, assigns and guarantors, agree to indemnify, defend, reimburse and hold harmless the following persons from and against any and all Environmental Damages arising from activities of Landlord or its employees, agents, contractors, subcontractors, guests, licensees or invitees after the Effective Date of this Lease. which (1) result in the presence of Hazardous Materials upon, about or beneath the Premises or migrating to or from the Premises, or (2) result in the violation of any Environmental Requirements pertaining to the premises and the activities thereon:

16.8.1 Tenant;

16.8.2 the directors, officers, shareholders, employees, partners, agents, contractors, subcontractors, experts, licensees, affiliates, lessees, mortgagees, trustees, heirs, devisees, successors, assigns and invitees of Tenant.

This obligation shall include, but not be limited to, the burden and expense of investigating and defending all claims, suits and administrative proceedings (with counsel reasonably approved by the indemnified parties), including attorneys' fees and expert witness and consulting fees, even if such claims, suits or proceedings are groundless, false or fraudulent, and conducting all negotiations of any description, and paying and discharging, when and as the same become due, any and all judgments, penalties or other sums due against such indemnified persons, and all such expenses incurred in enforcing the obligation to indemnify. Landlord, at its sole expense, may employ additional counsel of its choice to associate with counsel representing Tenant.

16.9 Survival of Environmental Obligations. The obligations of Landlord and Tenant as set forth in this Article 16 and all of its sections shall survive expiration or termination of this Lease.

ARTICLE 17 DEFAULT

17.1 Events of Default. The occurrence of any one or more of the following events shall constitute a default and breach of this Lease by Tenant.

17.1.1 The vacating or abandonment of the Premises by Tenant except as permitted hereby.

17.1.2 The failure by Tenant to make any payment of rent or any other payment required to be made by Tenant hereunder within ten (10) days after receipt of written notice from Landlord (provided, Landlord shall only be required to give written notice once per consecutive twelve (12) month period) of when due.

17.1.3 The failure by Tenant to observe or perform any of the covenants, conditions or provisions of this Lease to be observed or performed by Tenant where such failure shall continue for a period of thirty (30) days after written notice thereof by Landlord to Tenant; provided, however, that if the nature of Tenant's default is such that more than thirty (30) days are reasonably required for its cure, then Tenant shall not be deemed to be in default if Tenant commenced such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

17.1.4 The insolvency of the Tenant; the making by Tenant of any general assignment or general arrangement for the benefit of creditors; or the attachment, execution or other judicial seizure of substantially all of Tenant's assets located at the Premises or of Tenant's interest in this Lease, where such seizure is not discharged in thirty (30) days.

17.2 Remedies In Default. In the event of any such material default or breach by Tenant, Landlord may at any time thereafter, with or without notice or demand, and without limiting Landlord in the exercise of a right or remedy which Landlord may have by reason of such default or breach:

17.2.1 Terminate Tenant's right to possession of the Premises by any lawful means, in which case this Lease shall terminate and Tenant shall surrender possession of the Premises to Landlord. In such event Landlord shall be entitled to recover from Tenant all damages incurred by Landlord by reason of Tenant's default including, but not limited to, the cost of recovering possession of the Premises; expenses of reletting, including necessary renovation and alteration of the Premises; reasonable attorneys' fees, any real estate commission actually paid, the worth at the time of award by the court having jurisdiction thereof of the amount by which the unpaid rent for the balance of the Term after the time of such award exceeds the amount of such rental loss for the same period that Tenant proves could be reasonably avoided; that portion of the leasing commission paid by Landlord and applicable to the unexpired Term of this Lease. In the event Tenant shall have wrongfully abandoned the Premises, Landlord shall have the option of (a) taking possession of the Premises and recovering from Tenant the amount specified in this paragraph, or (b) proceeding under the provisions of the following paragraph (b).

17.2.2 Maintain Tenant's right to possession, in which case this Lease shall continue in effect whether or not Tenant shall have abandoned the Premises. In such event, Landlord shall be entitled to enforce all of Landlord's rights and remedies under this Lease, including the right to recover the rent as it becomes due hereunder.

17.2.3 Pursue any other remedy now or hereafter available to Landlord under the laws or judicial decision of the State of California.

17.3 Landlord Default. If Landlord fails to perform any of its obligations under this Lease within thirty (30) days following Tenant's reasonable written notice thereof (or within such longer period of time if the nature of such failure is such that it cannot reasonably be cured within such 30-day period, so long as Landlord has commenced such cure within the 30-day period and diligently pursues completion), then Tenant shall have the right, but not the obligation, to perform any such obligations on behalf of Landlord and thereafter demand payment from Landlord, and Landlord shall promptly reimburse Tenant for any and all such reasonable costs.

ARTICLE 18

18.1 Intentionally Omitted.

ARTICLE 19 AMERICANS WITH DISABILITIES ACT

19.1 Compliance. Landlord shall be responsible for the design and construction of any common facilities in compliance with the Americans With Disabilities Act (“ADA”). Tenant shall be responsible for the design and construction of Tenant’s Work, in compliance with the ADA and any alterations or improvements to the Premises required under the ADA which are necessitated by any Tenant-initiated alterations, additions or improvements or which are necessitated as a result of the employment by Tenant (or any subtenant, assignee or other occupant of the Premises) or any individual with a disability.

ARTICLE 20 FORCE MAJEURE

20.1 Force Majeure. In the event that Landlord or Tenant shall be delayed or hindered or prevented from the performance of any obligation required under this Lease (with the exception of monetary obligations) by reason of strikes, lockouts, inability to procure labor or materials, failure of power, fire or other casualty, acts of God, restrictive governmental laws or regulations, delays in obtaining governmental approvals and permits, riots, insurrection, war or any other reason not within the reasonable control of Landlord or Tenant, as the case may be, then the performance of such obligation shall be excused for the period of such delay and the period for the performance of any such act shall be extend for a period equivalent to the period of such delay.

ARTICLE 21 REPRESENTATIONS AND WARRANTIES

21.1 Landlord Representations. Landlord represents and warrants that (a) Landlord is a California City duly organized, validly existing and in good standing under the laws of the State of California with full power and authority to execute, deliver and perform this Lease, (b) the individual is duly authorized to execute and deliver this Lease on behalf of Landlord, and (c) that this Lease is binding upon Landlord in accordance with its terms.

21.2 Tenant Representations. If Tenant is a corporation, limited liability company or other entity, each individual executing this Lease on behalf of such entity represents and warrants that (a) such entity is duly organized, validly existing and in good standing under the laws of the state of its incorporation or organization with full power and authority to execute, deliver, and perform this Lease, (b) each such individual is duly authorized to execute and deliver this Lease on behalf of such entity, in accordance with a duly adopted resolution of the board of directors or other appropriate authorization of such entity, and (c) that this Lease is binding upon such entity in accordance with its terms.

ARTICLE 22 GENERAL PROVISIONS

22.1 Lease Summary and Exhibits. The **Lease Summary Page** shall be attached to this Lease and be deemed incorporated in this Lease by this reference. In the event of any inconsistency or conflict between the **Lease Summary Page** and the terms and provisions of this Lease, the terms and provisions of the **Lease Summary Page** shall control. All exhibits referenced in or attached to this Lease are hereby incorporated in this Lease as if fully set forth herein.

22.2 Estoppel Certificate. Tenant covenants and agrees to execute, acknowledge and deliver to Landlord, upon Landlord's written request, a written estoppel certificate certifying that this Lease is unmodified (or, if modified, stating the modifications) and in full force and effect; stating the dates to which Base Rent has been paid, stating the amount of the Security Deposit held by Landlord; and stating whether or not Landlord is in default under this Lease (and, if so, specifying the nature of the default); and stating such other matters concerning this Lease as Landlord may reasonably request. Tenant agrees that such statement may be delivered to and relied upon by any existing or prospective mortgagee or purchaser of the Property. Tenant agrees that a failure to deliver such a statement within ten (10) days after written request from Landlord will be conclusive upon Tenant that this Lease is in full force and effect without modification except as may be represented by Landlord; that there are no uncured defaults by Landlord under this Lease; and that any representation by Landlord with respect to Base Rent and the Security Deposit are true.

22.3 [reserved]

22.4 Landlord Right to Show Premises and to Install "For Sale" Signs. Tenant covenants and agrees that Landlord and the authorized representatives of Landlord have the right to enter the Premises at any reasonable time upon 24 hours' prior written notice to Tenant for the purposes of showing the Premises to any existing or prospective mortgagee, purchaser or lessee of the Property or the Premises. Tenant covenants and agrees that Landlord may at any time and from time to time within the last six (6) months of the Term place on or near the Premises a sign advertising the Premises for sale or for lease.

22.5 [reserved]

22.6 Holding Over. If Tenant remains in possession of the Premises or any portion thereof after the expiration of the term hereof, with the express written consent of Landlord, such occupancy shall be a tenancy from month-to-month at a rental in the amount of one hundred fifty percent (150%) of the last monthly Rent, plus all other charges payable hereunder, and upon all the terms hereof applicable to a month-to-month tenancy.

22.7 Surrender of Premises. Tenant shall upon the expiration or sooner termination of this Lease hereof surrender the Premises to Landlord in good condition, and broom clean, ordinary wear and tear and damage from causes beyond the reasonable control of Tenant excepted.

22.8 Waiver. The waiver by Landlord or Tenant of any term, covenant, or condition herein contained shall not be deemed to be a waiver of such term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein contained. The subsequent

acceptance of rent hereunder by Landlord shall not be deemed to be a waiver of any preceding breach by Tenant of any term, covenant or condition of this Lease, other than the failure of Tenant to pay the particular rental so accepted, regardless of Landlord's knowledge of such preceding breach at the time of the acceptance of such rent.

22.9 Limitation of Landlord Liability. In no event shall Landlord be liable to Tenant for any failure of any other tenant in the Building to operate its business. Notwithstanding anything to the contrary provided in this Lease, it is specifically understood and agreed, such agreement being a primary consideration for the execution of this Lease by Landlord, that there shall be absolutely no personal liability on the part of Landlord, any member, manager, partner, shareholder, officer or director of Landlord, their successors, assigns legal representatives, heirs or any mortgagee in possession (for the purposes of this paragraph only collectively referred to as "Landlord") with respect to any of the terms, covenants and conditions of this Lease, and that Tenant shall look solely to the interest of Landlord in the Building, and Property, including, without limitation, rental income, for the satisfaction of each and every remedy of Tenant in the event of any breach by Landlord of any of the terms, covenants and conditions of this Lease to be performed by Landlord, such exculpation of liability to be absolute and without any exception whatsoever.

22.10 Notices. Except as expressly set forth to the contrary herein, all notices, consents and demands which may or are to be required or permitted to be given by either party to the other hereunder shall be in writing and be deemed given three (3) days after mailing, if mailed by registered or certified mail, or one (1) day after mailing, if sent by nationally recognized overnight courier. The customary receipt shall be conclusive evidence of service, and notices shall be effective as of the date of mailing thereof. All notices and demands shall be addressed to Tenant at the Premises, or to such other place as Tenant may from time to time designate in a notice to Landlord. All notices and demands by Tenant to Landlord shall be sent by United States Mail, postage prepaid, addressed to Landlord at the address indicated on the **Lease Summary Page**, or to such other person or place as Landlord may from time to time designate in a notice to Tenant.

22.11 Recording. Either party shall, upon written request of the other, promptly execute, acknowledge and deliver to the other, a short-form lease or notice or memorandum of lease for recording purposes; and all costs and expenses related to the preparation and recording of such instrument shall be borne by the requesting party.

22.12 Joint Obligation. If there is more than one Tenant, the obligations hereunder imposed upon Tenants shall be joint and several.

22.13 Marginal Headings. The marginal headings and Article titles to the Articles of this Lease are not a part of this Lease and shall have no effect upon the construction or interpretation of any part hereof.

22.14 Time. Time is of the essence of this Lease and each and all of its provisions in which performance is a factor.

22.15 Successors and Assigns. The covenants and conditions herein contained, subject to the provisions as to assignment, apply to and bind the heirs, successors, executors, administrators and permitted assigns of the parties hereto.

22.16 Quiet Possession. Upon Tenant paying the rent reserved hereunder and observing and performing all of the covenants, conditions and provisions on Tenant's part to be observed and performed hereunder, Tenant shall have quiet possession of the Premises for the entire term hereof, subject to all the provisions of this Lease.

22.17 Interest on Past-Due Obligations. Any amount due to Landlord not paid when due shall bear interest at one and one-half percent (1 1/2%) per month from the date when due until paid. Payment of such interest shall not excuse or cure any default by Tenant under this Lease.

22.18 Late Charge. Tenant shall pay to Landlord with each delinquent payment, in addition to any interest due as provided herein, a monthly collection service charge for any payment not paid to Landlord as and when due hereunder, said charge being equal to five percent (5%) of the amount of the delinquent payment. Payment of such late charge shall not excuse or cure any default by Tenant under this Lease.

22.19 Prior Agreements. This Lease contains all of the agreements of the parties hereto with respect to any matter covered or mentioned in this Lease, and no prior agreements or understanding pertaining to any such matters shall be effective for any purpose. No provision of this Lease may be amended or added to except by an agreement in writing signed by the parties hereto or their respective successors in interest. This Lease shall not be effective or binding on any party until fully executed by both parties hereto.

22.20 No Construction Against Preparer of Lease. Tenant and Landlord believe that this Lease is the product of their efforts, that it expresses their agreement, and that it should not be interpreted in favor of either Tenant or Landlord or against either Tenant or Landlord merely because of their efforts in preparing it.

22.21 Attorneys' Fees. In the event of any action or proceeding brought by either party against the other under this Lease, the prevailing party shall be entitled to recover all costs and expenses including the fees of its attorneys in such action or proceeding in such amount as the court may adjudge reasonable as attorneys' fees.

22.22 Sale of Premises by Landlord. In the event of any sale of the Building, Landlord shall be and is hereby entirely freed and relieved of all liability under any and all of its covenants and obligations contained in or derived from this Lease first arising out of any act, occurrence or omission occurring after the consummation of such sale; and the purchaser, at such sale or any subsequent sale of the Premises shall be deemed, without any further agreement between the parties or their successors in interest or between the parties and any such purchaser, to have assumed and agreed to carry out any and all of the covenants and obligations of Landlord under this Lease.

22.23 Subordination, Attornment. Tenant covenants and agrees that this Lease and Tenant's interest in the Premises shall be junior and subordinate to any mortgage or deed of trust now or hereafter encumbering the Property. In the event of a foreclosure of any such mortgage or deed of trust, Tenant shall attorn to the party acquiring title to the Property as the result of such foreclosure provided that Tenant's interest in the Premises and this Lease not be disturbed so long as Tenant is not in default hereunder beyond any applicable notice and cure period. No act or further agreement by Tenant shall be necessary to establish the subordination of this Lease to any such mortgage or deed

of trust, which is self-executing, but Tenant covenants and agrees, upon request by Landlord, to promptly execute such documents as may be necessary or appropriate to confirm and establish this Lease as subordinate to any such mortgage or deed of trust in accordance with the foregoing provisions. If Tenant fails to execute any documents required to be executed by Tenant under the provisions hereof, Tenant hereby makes, constitutes and irrevocably appoints Landlord as Tenant's attorney in fact and in Tenant's name, place and stead to execute any such document.

22.24 Name. Tenant shall not use the name of the Building or of the development in which the Building is situated for any purpose other than as an address of the business to be conducted by Tenant in the Premises. In the event that Landlord changes the name of the Building or the address of the Premises, Landlord shall reimburse Tenant for its reasonable, actual out-of-pocket expenses incurred in connection therewith, up to a maximum of \$1,500.00.

22.25 Severability. Any provision of this Lease which shall prove to be invalid, void or illegal shall in no way affect, impair or invalidate any other provision hereof and such other provision shall remain in full force and effect.

22.26 Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

22.27 Choice of Law; Venue; Dispute Resolution. This Lease shall be governed by the laws of the State of California. Any action or proceeding hereunder shall be brought in the Mendocino County, and the parties irrevocably consent to the personal and subject matter jurisdiction and the venue of such courts, and waive any rights to alter or change venue, including by removal, as further provided in the attached Limited Waiver of Sovereign Immunity attached hereto as **Exhibit D**.

22.28 Signs. Tenant may, at Tenant's cost, place signage on the monument sign for the Property and on the exterior of the Premises on the Building, provided that such signage meets the sign requirements generally followed by Landlord, the sign codes of the City of Ukiah and all applicable laws.

22.29 Brokers. Tenant warrants that it has had no dealings with any real estate brokers or agents in connection with the negotiation of this Lease except as stated on the **Lease Summary Page** and it knows of no other real estate broker or agent who is entitled to a commission in connection with this Lease. No representation or recommendation is made by the real estate broker or its agents or employees as to the legal sufficiency, legal effect, or tax consequences of this Lease, or the transactions relating thereto. Landlord shall be responsible for all broker commissions due to the brokers identified in the **Lease Summary Page**.

22.30 Parking. Parking, if any, for Tenant, its employees, and its patrons shall be as described on the **Lease Summary Page**.

ARTICLE 23 ADDITIONAL PROVISIONS

23.1 Tenant Improvements. [reserved]

23.2 Option(s) To Extend. Upon full and complete performance of all the terms, covenants, and conditions herein contained by Tenant and payment of all rental due under the terms hereof, and so long as Tenant is not then in default beyond any applicable notice and cure period of this Lease, Tenant shall be given the option to renew this Lease for such additional term or terms of a length as provided in the **Lease Summary Page**. The Base Rent computed for the first such option period at the rate per square foot and for any subsequent option period(s) at the rate per square foot as provided in the **Lease Summary Page**. Each such option shall be exercisable only by delivery of Tenant's signed written notice of extension to Landlord not less than six (6) months prior to the expiration of the then-existing Lease Term. Upon receipt of such notice the Lease shall be deemed to be extended for the additional period at the Base Rent computed as set forth herein and pursuant to all other terms and conditions set forth herein. In the event of exercise of said option, any funds held by Landlord pursuant hereto shall continue to be so held subject to the terms and conditions relating to same.

23.3 [reserved]

23.4 Landlord's Work. Landlord shall perform the work as described in the Lease Summary Page ("**Landlord's Work**") at Landlord's sole cost and expense.

23.5 Tenant's Work. Tenant shall be responsible for all costs related to Tenant's improvements ("**Tenant's Work**"), in accordance with the Work Letter set forth on **Exhibit B** of this Lease.

23.6 Additional Regulatory Matters.

23.6.1 Stark and Anti-Kickback Statutes.

(a) It is expressly recognized and understood that the parties to this Lease intend to comply with all applicable laws, rules, and regulations, including, but not limited to applicable federal, state and local law, including without limitation, the Medicare/Medicaid AntiKickback statute (the "Anti-Kickback Law") and Section 1877 of the Social Security Act (the "Stark Law"), as amended. Further, the parties agree that the terms and conditions of this Lease must at all times comply with the "Space Rental and Equipment Rental" or "Rental of Office Space and Rental of Equipment" requirements of the Anti-Kickback Law "safe harbor" regulations and the exception regulations of the Stark Law. Accordingly, the parties agree that it is not a purpose of this Lease to generate referrals for services or supplies for which payment may be made in whole or in part under any federal healthcare program, or violation of any applicable state or local law. The amounts to be paid pursuant to this Lease have been set without reference to the volume or value of any referrals or other business that may occur between the parties and represent the fair market value of the services to be furnished negotiated through good-faith and arm's length bargaining.

(b) Notwithstanding any unanticipated effect of any of the provisions of this Lease, neither party will intentionally conduct itself under the terms of this Lease in a manner that would constitute a violation of the Anti-Kickback Law or the Stark Law. Without limiting

the generality of the foregoing, Landlord and Tenant expressly agree that nothing contained in this Lease shall require either party to refer any patients to the other, or to any affiliate or subsidiary of the other.

(c) If any legislation, regulation or government policy is passed or adopted, the effect of which would cause either party to be in violation of such laws due to the existence of any provision of this Lease, then Landlord and Tenant agree to negotiate in good faith for a period of 90 days to modify the terms of this Lease to comply with applicable law. Should the parties hereto fail to agree upon modified terms to this Lease within this time, either Landlord or Tenant may immediately terminate this Lease by giving written notice to the other party.

23.6.2 HIPAA. For purposes of this Lease, "protected health information", or PHI, shall have the meaning defined by the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Subparts A and E of Part 164 (the "Privacy Standards"), as promulgated by the Department of Health and Human Services ("HHS") pursuant to the Administrative Simplification provisions of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"). Tenant covenants to maintain any books, records, patient charts, patient files, or any other document containing PHI in accordance with all applicable laws, regulations, ordinances, statutes, and rules and Tenant agrees to take all steps necessary to safeguard PHI from any intentional or unintentional disclosure in violation of the Privacy Standards by implementing appropriate administrative, technical and physical safeguards to protect the privacy of PHI. Tenant further agrees to implement appropriate administrative, technical and physical safeguards to limit incidental disclosures of PHI, including disclosures to Landlord, its subcontractors and agents. The parties agree that neither the Landlord nor its contractors, subcontractors or agents shall need access to, nor shall they use or disclose, any PHI of Tenant. However, in the event PHI is disclosed by Tenant or its agents to Landlord, its, contractors, subcontractors or agents, regardless as to whether the disclosure is inadvertent or otherwise, Landlord agrees to take reasonable steps to maintain, and to require its contractors, subcontractors and agents to maintain, the privacy and confidentiality of such PHI. The parties agree that the foregoing does not create, and is not intended to create, a "Business Associate," as that term is defined in HIPAA regulations, and Tenant represents and warrants that Landlord, in its capacity under this Lease, is not Tenant's "Business Associate."

23.6.3 Tenant warrants that each agent, employee, and representative performing medical and related services under this Lease understands the requirements and obligations required of Tenant and each agent, employee, and representative performing medical and related services under this Lease under HIPAA, and under all applicable federal and state healthcare fraud and abuse laws including, but not limited to, the Anti-Kickback Law and the Stark Law. Tenant's agents, employees, and representatives performing medical and related services under this Lease shall use reasonable efforts to maintain any protected health information orally conveyed by a patient while in the Premises.

23.6.4 Potentially Infectious Medical Waste. Tenant shall be responsible, at Tenant's sole cost and expenses, for the proper handling, storage, removal and disposal of potentially infectious medical waste generated in the Premises, and Tenant shall provide off-site incineration or other proper disposal in accordance with all applicable laws. Tenant's failure to properly handle,

store, remove or dispose of such waste or its failure to comply with all applicable laws, regulations and ordinances (including environmental laws and Environmental Requirements) shall, after the applicable notice and cure period, be deemed a default hereunder. Tenant hereby agrees to indemnify, defend and hold harmless Landlord from and against any claims, liabilities, damages and suits arising in connection with potentially infectious medical waste used or generated in Tenant's practice and use of the Premises. Tenant's obligations hereunder shall survive the termination or expiration of this Lease. Additional terms are set forth below regarding Infectious and Hazardous Waste:

INFECTIOUS AND HAZARDOUS WASTE

1. The term Hazardous Materials as used in this Lease shall also include as any solid; liquid or gas that is capable of producing harmful effects on humans or the environment. This material may be infectious, ignitable, corrosive, reactive or toxic. Hazardous Materials become hazardous waste after they have been used. Used needles and syringes are hazardous waste and shall be deemed Hazardous Materials hereunder.
2. Infectious waste shall include any waste that contains pathogen or is capable of producing an infectious disease.
3. Infectious medical wastes are those wastes capable of causing disease and may include the following:
 - A. Cultures and Stocks - Cultures and stocks of agents infectious to humans, and associated biologicals, including, without limitation, cultures from medical laboratories; waste from the production of biologicals; discarded live and attenuated vaccines, and culture dishes and devices used to transfer, inoculate and mix cultures.
 - B. Pathological Wastes - Human pathological wastes, including, without limitation, tissue, organs and body parts, and body fluids that are removed during procedures and specimens of body fluids and their containers.
 - C. Blood and Body Products - Discarded waste human blood and blood components (e.g. serum and plasma) and saturated material containing free flowing blood and blood components.
 - D. Sharps - Discarded sharps used in human patient care, medical research or clinical or pharmaceutical laboratories, including, without limitation, hypodermic, I.V., and other medical needles; hypodermic and I.V. syringes; Pasteur pipettes; scalpel blades; blood vials; and broken or unbroken glassware in contact with infectious agents, including slides or cover slips.
 - E. Unused Sharps - Discarded hypodermic, I.V. and other medical needles, hypodermic, I.V., syringes, and scalpel blades. Unused sharps shall be considered part of infectious medical wastes as it is often difficult to determine if they have been used.
4. Infectious waste will be separated from other waste by containing it in disposable red plastic bags/containers which are impervious to moisture.

5. Needles and sharps must be contained in disposable rigid containers which can be sealed with a tight fitting lid.

6. All spills of infectious waste should be wiped up immediately, using a proper spill kit.

7. Any spillage, or injury from handling infectious wastes must be reported to the Landlord.

8 . Specific Disposal Instructions:

Tenant shall, at Tenant's sole cost and expense, be solely responsible for proper containment and disposal of all infectious waste, infectious medical waste, and/or biomedical waste. Tenant shall be responsible to contract for licensed services to handle and dispose of infectious and/or biomedical waste. Such services shall comply with all applicable federal, state, or municipal laws, regulations and guidelines.

[signature page follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day and year first above written.

LANDLORD:

**THE CITY OF UKIAH,
CALIFORNIA**

By: _____

Name: _____

Title: _____

TENANT:

NEW LIFE, LLC

By: _____

Name: _____

Title: _____

EXHIBIT A
LEASE SUMMARY PAGE

1. Tenant Information:

- (a) Name: New Life, LLC
- (b) Tenant's federal taxpayer identification number: [TBD]

2. Building Information (the "Premises"):

- (a) Address: 280 E Standley Street, Ukiah, CA 95482, and all spaces, lots, sidewalks, yards, and areas appurtenant thereto.
- (b) Type: Single level; non-adjoining; with parking and landscaping.
- (c) Owner: The City of Ukiah, California.
- (d) Approximate Total Rentable Square Footage in Building: 5,600.
- (e) Approximate number of parking lot and street-side parking spaces: Standley Street, 6 spaces, Mason Street, 5 spaces, fenced parking area 18 spaces.

3. Initial Lease Term:

- (a) Period: Five (5) years
- (b) Commencement Date: As set forth in Section 2.1 of the Lease, contingent upon approval of Tenant construction financing.

4. Base Rent:

- (a) Total First Year (exclusive of adjustments and partial months): \$67,200.00
- (b) Base Rent and Adjustments to Base Rent – Will be adjusted annually according to the following Base Rent Schedule of \$67,200.00 and increased per the San Francisco Consumer Price index (or equivalent) not to exceed 5% per year or less than 2% per year.

5. Additional Rent:

- (a) Estimated "Operating Expenses" under Section 3.5.1: [TBD].
- (b) Deposits for Taxes, Assessments, and Insurance: \$[TBD] per month for 1st Year based on estimated \$[TBD] per square foot.

6. Initial Monthly Payment Due (for Base Rent and Additional Rent): \$[TBD].

7. **Security Deposit Amount:** \$[TBD]

8. **Place for Payments:**

CITY OF UKIAH
300 Seminary Avenue
Ukiah, CA 95482
Attn: Accounts Receivable_____

9. **Option(s) to extend lease term:**

First Option: Length of Extension: Five (5) years

Base Rent: to follow Schedule in Section 4

Second Option: Length of Extension: Five (5) years

Base Rent: to follow Schedule in Section 4

10. **Parking:** At no additional charge.

11. **Permitted Use(s):** General Medical Practice, including narcotic treatment. (No needle exchange or other similar uses.)

12. **Broker(s):** Todd Schapmire, W Real Estate. Brokerage address is 101 N State St, Ukiah, CA 95482.

13. **Landlord's Work:**

Landlord Work to be Completed Prior to Commencement Date:

- Roof repair.

The Landlord is not addressing the broken window on west side of Building with resulting interior water damage and potential mold or the asbestos in the popcorn ceiling as determined in the inspection report.

- o Tenant remodel plan is to not disturb the popcorn ceiling.

EXHIBIT B TENANT'S WORK LETTER

All work that is necessary to permit Tenant to commence its business in the Premises, including installation of trade fixtures and furnishings, shall be completed by Tenant at Tenant's sole cost and expense ("***Tenant's Work***"). All permanent fixtures installed in the Premises by Tenant, excluding trade fixtures, shall be deemed part of the Premises upon installation and the property of the Landlord. Tenant's Work shall include the following:

Interior modifications include:

- Demolition of some existing partition walls and addition of new walls
- New flooring throughout building
- Painting of all walls
- New acoustic ceiling tiles as required
- 30% of electrical updated
- Plumbing updates in current women's and men's restrooms
- Two new all gender restrooms
- Two rooms updated to medical exam rooms, including cabinets and sink
- Laboratory room, including cabinets and sink
- Medical Director office, including built in desk and cabinets
- Nurses station, including built in desks and cabinets
- Medication dispensary with two dispensary windows and cabinets
- Receptionist room with two reception windows
- Staff breakroom with built in desks and cabinets
- Safe storage room for medication storage
- New security system with panic buttons at reception, admin office and dispensary

Exterior modifications include:

- Painting of all exterior walls
- 68 linear feet of new sidewalk
- Striping of parking lot, including Handicap parking spots
- Clinic signage
- Removing a portion of the chain-link fence to provide access from parking lot to east side of Building.
- New ADA sidewalk on east side of Building.
- Update of landscaping on east side of Building.
- New ADA sidewalk and ramp on front of Building.
- Update of landscaping on front of Building.

Landscaping modifications include;

- Move landscaping stone on west side of Building to front of Building
- Cleanup and update landscaping on front of Building
- Cleanup and update landscaping on east side of Building with minimum use of turf

EXHIBIT C

NOTICE OF NON-LIABILITY FOR MECHANICS' LIENS

Pursuant to California Civil Code section 8444., the City of Ukiah, California, the owner of these premises, located at 280 E Standley Street, Ukiah, California, 95482, hereby gives notice to all persons performing labor or furnishing skill, materials, machinery, or other fixtures in connection with any construction, alteration, removal, addition, repair or other improvement on or to these premises, that the owner shall not be liable therefor and the interests of said owner shall not be subject to any lien for the same.

(1) The name and address of the owner or reputed owner. City of Ukiah, 300 Seminary Ave., Ukiah, CA 95482.

(2) The name and address of the direct contractor: _____

(3) The name and address of the construction lender, if any:

(4) The name, address, and relationship to the parties of the person giving the notice:
_____.

EXHIBIT D

Limited Waiver of Sovereign Immunity

New Life hereby consents to the jurisdiction and venue of the California State Courts in Mendocino County and the applicable California appellate courts and expressly, irrevocably and unconditionally waives, and agrees not to assert, its sovereign immunity and/or any sovereign immunity enjoyed by any of its members or affiliates (and any and all defenses based thereon) from any suit, action or proceeding or from any legal process related thereto with respect to any matters related in any way to any claim, controversy, dispute or disagreement between the Parties and any of their respective affiliates, or for the purposes of (a) enforcing this Lease, (b) enforcing any court award.

1. Waiver of Exhaustion, Etc. New Life hereby expressly, irrevocably and unconditionally waives any application of the doctrine of exhaustion of tribal remedies, abstention or any similar rule of comity with respect to the Tribe, New Life or any Tribal courts and agrees that it will not present any affirmative defense based on any such doctrine. New Life expressly authorizes any governmental authority which has the right or duty under any applicable law to take any action authorized or ordered by any court to take such action, including temporarily entering any site or facility, repossessing any assets subject to a security interest or otherwise enforcing or giving effect to any award, judgment, order or decree entered.

2. Waiver Expiration. The limited waivers granted in this Exhibit are effective during the Term, or such additional period of time as is necessary to enforce an express term of this Lease.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Appeal from Councilmember Jim Brown of City Engineer's Approval of a Minor Subdivision Map at 589 North School Street.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Craig Schlatter, Community Development
Director.

ATTACHMENTS:

1. 2-4-20 CE Staff Report and attachments
2. CE Draft Minutes_02-04-20
3. 2020-02-10 Jim Brown - Appeal of CE Approval of Minor Subdivision Map at 589 N School St

Summary: City Council will consider Councilmember Jim Brown's appeal of the City Engineer's decision to approve a Minor Subdivision Map Project, located at 589 N School St.

Background: An application was received on November 18, 2019, on behalf of My Nga Thi Vo, property owner, for the subdivision of one ± 0.60 acre (26,136 sf) parcel into three parcels at 589 North School Street. The resulting parcels would be: Parcel 1: 6,161 sf gross & net, Parcel 2: 6,254 sf gross and net, and Parcel 3: 13,781 sf gross and 12,190 sf net.

The parcel is vacant with numerous trees. A portion of the site is in the FEMA 100-year floodplain due to its proximity to Orr Creek, with flood depth less than one (1) foot on small portions of the property. The Project Site is within the City utilities service area, and has direct access onto N School St. The parcel carries a General Plan land use designation of Low Density Residential and is within the Single-family Residential (R-1) Zoning District. The surrounding area is currently developed with residential and commercial uses, and the neighboring residential parcels vary in size from ± 0.13 acres to ± 0.32 acres. The proposed Minor Subdivision would not change the zoning or use of the parcel, and the resulting parcels, 0.14 acres each for Parcels 1 and 2, and 0.28 for Parcel 3, are consistent with the size and use of the surrounding area. All proposed lots meet the minimum R-1 lot size of 6,000 square feet, and the minimum width of 60 feet.

With resulting residential parcels on a natural ground of average gradient less than fifteen percent (15%), and having lots with areas of six thousand to ten thousand (6,000-10,000) square feet, this project is consistent with the Type I Subdivision criteria as described in UCC §8041. Conditions have been added to the project to ensure compliance with the Subdivision Ordinance standards, including street frontage improvements, public utility access, street trees, park fees, and on-site circulation standards.

The project was reviewed by the following agencies: City of Ukiah Community Development Building Division, City of Ukiah Public Works Department, City of Ukiah Electric Utility Department, County of Mendocino Transportation Department, and Pacific Gas and Electric. Their comments were included in the staff report and conditions added to the Conditions of Approval. The Staff Report, Findings, and Conditions of Approval are included in Attachment 1.

Emails and letters were received from members of the public, opposing the project. This public correspondence was added to the website posting and presented to the City Engineer prior to the hearing; and is included within Attachment 1. On February 4, 2020, the City Engineer conducted the public hearing. Members of the public were in attendance, but none spoke regarding the project. After closing the hearing, the City Engineer approved the minor subdivision, based on the Findings and Conditions attached to the staff report. The Draft Minutes for this meeting are included as Attachment 2.

On February 10, 2020, Councilmember Jim Brown submitted an appeal of the City Engineer's decision (Attachment 3). The reasons given for the appeal were concerns about decreases to property values and possibility of flooding due to new development associated with a future subdivision.

Discussion: Staff has had conversations with Councilmember Brown since receiving the appeal. From these conversations, Staff understands a member of the public, representing one or more of the comment letters submitted in opposition to the project, wanted to also appeal the decision of the City Engineer but could not physically attend the meeting.

The appeal process for decisions of the City Engineer is outlined in Ukiah City Code (UCC). An appeal of a decision by the City Engineer can only be filed by the subdivider, who according to the UCC must be physically present at the hearing at which the decision is made. Appeals of City Engineer decisions are to be considered by the Planning Commission. However, under Section 1203 of UCC, individual members of the City Council and the City Manager shall have the right of appeal to the City Council of any action taken by any commission, board or agency of the City.

In exploring the physical presence requirement further with the City Attorney, Staff understands there has been a recent Supreme Court decision nullifying this requirement. Staff and the City Attorney's Office have started the work of amending all sections of UCC to reflect this updated legal direction. Given this updated legal direction, Staff recommends Council refer the decision on the appeal to the Planning Commission. If Staff's recommendation is approved by Council, Planning Commission is expected to consider the appeal at their March 25, 2020 meeting.

Recommended Action: Refer decision on appeal to 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: Tim Eriksen, City Engineer/Public Works Director; Mireya Turner, Associate Planner

Approved: 
Sage Sangiacomo, City Manager



Attachment 1

AGENDA ITEM NO. 6a

Community Development Department
300 Seminary Ave.
Ukiah, CA 95482

Date: February 4, 2020

To: Tim Eriksen, City Engineer

From: Mireya G. Turner, Associate Planner

Subject: Request for approval of a Minor Subdivision to split the existing ± 0.60 -acre (26,136 sf) parcel into three parcels at 589 North School Street, APN 002-146-01. File No. 19-4992.

SUMMARY

OWNER:	My Nga Thi Vo
APPLICANT/AGENT:	Ron Franz
LOCATION:	Adjacent to intersection of North School Street and Ruddock Avenue. Address: 589 North School Street, APN 002-146-01.
TOTAL ACREAGE:	Current: ± 0.60 acres (26,136 sf) Proposed: Parcel 1 (6,161 sf gross & net), Parcel 2 (6,254 sf gross & net), and Parcel 3 (13,781 sf gross, 12,190 sf net)
GENERAL PLAN:	Low Density Residential (LDR)
ZONING DISTRICT:	Single-family Residential (R-1)
AIRPORT COMPATIBILITY:	Outside the Airport Master Plan Compatibility Zoning Map
ENVIRONMENTAL DETERMINATION:	Categorical Exemption, CEQA Guidelines § 15315, Class 15, Minor Land Divisions
RECOMMENDATION:	Conditional Approval (see Draft Findings in Attachment 1 and Draft Conditions of Approval in Attachment 2)
STAFF PLANNER:	Mireya G. Turner

Staff Report
Minor Subdivision
589 North School Street
File No: 19-4992



PROJECT DESCRIPTION AND BACKGROUND

Project Description. An application was received from Ron Franz on behalf of My Nga Thi Vo for City Engineer approval of a Minor Subdivision to split the existing ± 0.60 acre parcel into three parcels at 589 North State Street, APN 002-146-01. Proposed Parcels would be: Parcel 1: 6,161 sf gross & net, Parcel 2: 6,254 sf gross and net, and Parcel 3: 13,781 sf gross and 12,190 sf net. Access, drainage and public utilities easements are included as conditions of the subdivision. No new development is proposed with this project. Application materials are included as **Attachment 3**.

Setting. The parcel is vacant with numerous trees. A portion of the site is in the FEMA 100-year floodplain due to its proximity to Orr Creek, with flood depth less than one (1) foot on small portions of the property. The parcel is essentially flat. It is surrounded by residential development to the North, West, and South; and by commercial to the East. An aerial view of the site and area is provided in **Figure 1** below and a Zoning Map is provided in **Figure 2**.

The parcel is currently within the City utilities service area, and accessed directly via North School Street. The parcel carries a General Plan land use designation of Low Density Residential and is zoned Single-family Residential.

Figure 1. Aerial View

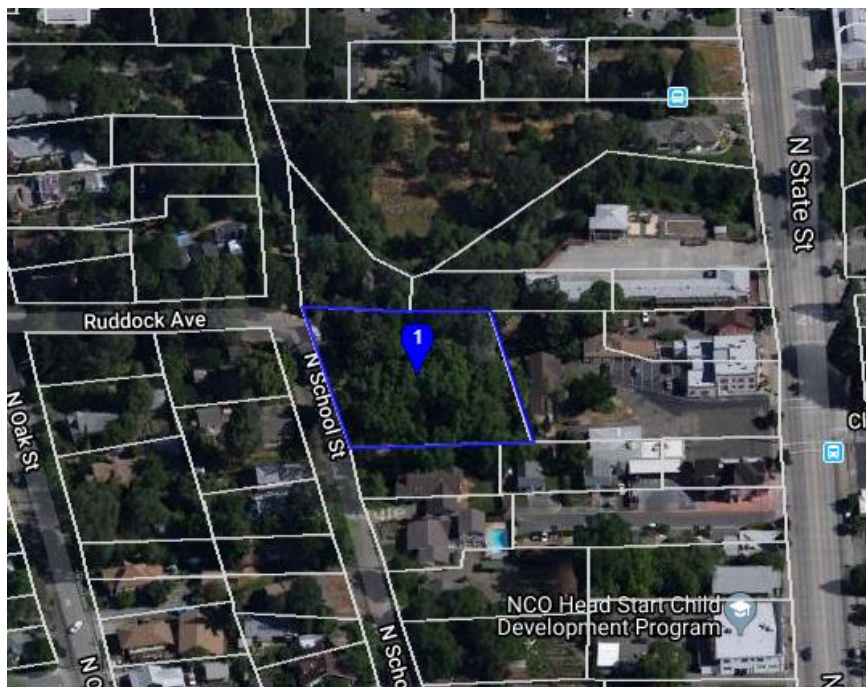


Figure 2. Zoning



STAFF ANALYSIS

General Plan, Zoning, and Subdivision Ordinance. The parcel carries a General Plan land use designation of Low Density Residential and is zoned Single-family Residential (R-1). The surrounding area is currently developed with residential and commercial uses, and the neighboring residential parcels vary in size from ± 0.13 acres to ± 0.32 acres. The proposed Minor Subdivision would not change the zoning or use of the parcel, and the resulting parcels, 0.14 acres each for Parcels 1 and 2, and 0.28 for Parcel 3, are consistent with the size and use of the surrounding area. All proposed lots meet the minimum R-1 lot size of 6,000 square feet, and the minimum width of 60 feet.

With resulting residential parcels on a natural ground of average gradient less than fifteen percent (15%), and having lots with areas of six thousand to ten thousand (6,000-10,000) square feet, this project is consistent with the Type I Subdivision criteria as described in UCC §8041. Conditions have been added to the project to ensure compliance with the Subdivision Ordinance standards, including street frontage improvements, public utility access, street trees, park fees, and on-site circulation standards.

Airport Compatibility: The parcel is located outside of the Ukiah Municipal Airport Master Plan Compatibility Zoning Map, and was not sent to the County of Mendocino airport staff for review.

Agency Comments. Project referrals were sent to the following responsible and trustee agencies with interest or jurisdiction over the project: City of Ukiah Community Development Building Division, City of Ukiah Public Works Department, City of Ukiah Electric Utility Department, County of Mendocino Transportation Department, and Pacific Gas and Electric. Comments received are

included in **Attachment 4**; agencies' recommended Conditions of Approval are included in **Attachment 2**.

ENVIRONMENTAL REVIEW

The proposed project is exempt from the provisions of the California Environmental Quality Act (CEQA) pursuant to CEQA Guidelines § 15315, Class 15, Minor Land Divisions, for division of property in urbanized areas zoned for residential, commercial, or industrial use into four or fewer parcels when the division is in conformance with the General Plan and zoning, no variances or exceptions are required, all services and access to the proposed parcel to local standards are available, the parcel was not involved in a division of a larger parcel within the last two years, and the parcel does not have an average slope greater than 20 percent.

REVIEW PROCESS

Decision Timeline. The proposed project is subject to the requirements of the Permit Streamlining Act (PSA). The PSA requires that a decision be made on the project within 60 days of the application being deemed complete.

This application was submitted to the Community Development Department on November 18, 2019, and was deemed complete on December 16, 2019. As such, a decision must be made on the project no later than February 14, 2020. The applicant may request a one-time extension of the decision timeline.

Public Notice. A notice of public hearing was provided in the following manner:

- Mailed to neighboring property owners on January 22, 2020.
- Posted on the subject project parcel and in the glass case located at 300 Seminary Avenue on January 23, 2020.
- Published in the Ukiah Daily Journal on January 23, 2020.

RECOMMENDATION

Staff recommends that the City Engineer review and conditionally approve the Minor Subdivision based on the draft Findings found in **Attachment 1** and subject to the draft Conditions of Approval found in **Attachment 2**.

ATTACHMENTS

1. Draft Minor Subdivision Findings
2. Draft Minor Subdivision Conditions of Approval
3. Application Materials
4. Agency Comments

**DRAFT FINDINGS
MINOR SUBDIVISION
589 NORTH SCHOOL STREET; APN 002-146-01
FILE NO: 19-4992**

The following findings are supported by and based on information contained in the Staff Report, the application materials and documentation, and the public record:

1. The proposed Tentative Parcel Map, as conditioned, complies with the requirements of the City of Ukiah Municipal Code, Division 9, Chapter 1, Article 18 and the Subdivision Map Act.
2. The parcels established as a result of this Minor Subdivision are consistent with the General Plan Low Density Residential (LDR) land use designation.
3. The proposed Minor Subdivision and Tentative Map, as conditioned, complies with the requirements of the Single-family Residential (R-1) zoning district.
4. The Minor Subdivision and Tentative Map will create three lots which are appropriate for the surrounding area and land uses based on the following:
 - a. Proposed parcels and use are consistent with the requirements of the Single-family Residential zoning district.
 - b. Proposed parcels will have access directly onto a public street and utilities are available to serve the site.
 - c. Proposed parcels will be located within a developed residential area, surrounded by residential and commercial development.

Public Notice. A notice of public hearing was provided in the following manner:

- Mailed to neighboring property owners on January 22, 2020
- Posted on the subject project parcel and in the glass case located at 300 Seminary Avenue on January 23, 2020
- Published in the Ukiah Daily Journal on January 23, 2020.

**DRAFT CONDITIONS OF APPROVAL
MINOR SUBDIVISION
589 NORTH SCHOOL STREET; APN 002-146-01
FILE NO: 19-4992**

Approval is granted for the Minor Subdivision based on the application submitted to the Community Development Department received November 18, 2019, and as shown on the Parcel Map dated November 19, 2019 contained therein, except as modified by the following Conditions of Approval:

City of Ukiah Special Conditions

1. All fees related to the Minor Subdivision application must be paid prior to the final approval and the recordation of the Parcel Map.
2. Prior to issuance of building permits, a copy of the recorded Parcel Map shall be provided to the Community Development Department.
3. An address assignment or address change application shall be submitted to the Community Development Department.
4. Future proposed development will be subject to Community Development Department review and will likely require additional planning and building permits.
5. In the event that prehistoric archaeological features such as a concentration of flaked stone artifacts, or culturally modified soil (midden) or dietary shell are encountered at any time during preparatory grading or underground excavation to remove existing structures, all work should be halted in the vicinity of the discovery. A qualified archaeologist should be contacted immediately to make an evaluation and determine if the discovered material represents a definite cultural resource. If it is determined that a potentially significant feature has been revealed, a temporary suspension of earth disturbing activities should be enforced until an appropriate mitigation program can be developed and implemented to satisfy the Planning Division. An archaeological monitor shall observe all further work during construction activities that are located within or near an archaeological site area, and formal tribal consultation may be required.

City of Ukiah Standard Conditions

6. This approval is not effective until the 10-day appeal period applicable to this Minor Subdivision Map has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply with any modifications, conditions, or requirements that were imposed as part of the appeal.
7. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of the Planning Commission such standards shall be met.

8. In addition to any particular condition which might be imposed; any construction shall comply with all building, fire, electric, plumbing, occupancy, and structural laws, rules, regulations, and ordinances in effect at the time the Building Permit is approved and issued.
9. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.

Public Works Department Conditions

10. The subject property lies within the 100-year flood plain. No fill material shall be allowed within the floodway if it encroaches onto the subject properties. Building permits for existing and new structures shall be subject to the floodplain provisions of the California Building Code and National Flood Insurance Program requirements.
11. Street frontage improvements shall be constructed along North School Street, including the extension of curb, gutter and sidewalk to meet ADA requirements, and repair of any damaged curb. The sidewalk shall be constructed in accordance with improvement plans prepared by a Registered Civil Engineer and approved by the City Engineer. The applicant shall be responsible for the relocation or replacement of utilities as necessary to accommodate the construction of street frontage improvements. Public sidewalks located outside of the street right-of-way will require a sidewalk easement dedicated to the City.
12. Street trees shall be installed, spaced approximately every 30' on North School Street, within 5' of the back of sidewalk. Street trees shall be installed in accordance with City Standard Drawing No 601. Tree types shall be approved by the City Engineer. Existing trees in unsatisfactory condition shall be replaced.
13. Each parcel shall be served individually upon the development of the parcel with appropriate public utilities required for the type of development within the parcel.
14. Prior to construction of site improvements, a final grading and drainage plan, and an erosion and sediment control plan, prepared by a Civil Engineer, shall be submitted for review and approval by the Department of Public Works. The plan shall include the detailed design of post-construction storm water best management practices (BMPs) in compliance with the City of Ukiah's Phase I Storm Water Permit and the Low Impact Development Technical Design Manual (LID Manual), in effect at the time of development. A Standard Urban Storm Water Mitigation Plan (SUSMP) shall be provided to support the design of the proposed drainage system.
15. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area or otherwise affecting this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.
16. All parcels of the proposed subdivision are subject to payment of park fees pursuant to City Code Section 8400 et seq. Note that park fees are applicable to residential development.

17. The tentative map shall expire twenty-four (24) months from the date of its approval or conditional approval unless extended in accordance with the City of Ukiah Subdivision Ordinance and the Subdivision Map Act.
18. A Parcel Map shall be prepared and submitted to the City Engineer for review and approval, along with payment of all parcel map processing and review fees, and shall be prepared and recorded in a manner consistent with Ukiah Municipal Code requirements.
19. The Parcel Map submitted for recordation shall include all necessary easements or such easements shall be recorded by separate instrument.
20. All taxes now due, or past due, must be paid prior to the approval of the Parcel Map.

Electric Utility Department Conditions

21. This property location is currently served from existing overhead primary/secondary facilities and may require additional infrastructure to be installed as the parcels get developed in the future.
22. All future site improvements shall be submitted to the Electric Utility Department for review and comment. At this time, specific service requirements, service voltage and developer costs and requirements will be determined.
23. There shall be an easement provided to the EUD for any electric service that transverses through the property or around any City owned Electric equipment.

Pacific Gas & Electric Company General Conditions

24. PG&E does not provide depth information about our existing electric and gas facilities (i.e gas main and services, etc). Underground facilities are generally 24" to 36" deep. However, the depths may have changed due to street reconstruction and general area changes. If, after receiving our maps, you determine depth information is needed to better plan future street improvements, you should pothole or take appropriate action as needed.

Before you start any trenching on your project, please call Underground Service Alert (USA) at 811 at least 48 hours prior to any excavation, to have your work area marked for underground facilities. Call USA (811) to obtain exact location of facilities and pothole to verify depth of our lines (if required). Please note that a standby PG&E employee is required during any excavation within 10 feet of a gas transmission line. If you discover a conflict or if you determine our facilities need to be lowered/raised, please contact your PG&E Representative, file an application online at www.pge.com/customerconnections, or call 877-743-7782.

City of Ukiah

Planning & Community Development Department

300 Seminary Avenue

Ukiah, CA 95482

Email: planning@cityofukiah.com

Web: www.cityofukiah.com

Planning Services

Phone: (707) 463-6203

Fax: (707) 463-6204

Planning Permit Application 4992

PROJECT NAME: Minor Subdivision			
PROJECT ADDRESS/CROSS STREETS: 589 N. School Street		AP NUMBER(S): 002-146-01	
APPLICANT/AUTHORIZED AGENT: Ron Franz	PHONE NO: 707-462-1087	FAX NO: —	E-MAIL ADDRESS: rfranz@comcast.net
APPLICANT/AUTHORIZED AGENT ADDRESS: 2335 Appolinaris Drive		CITY: Ukiah	STATE/ZIP: CA 95482
PROPERTY OWNER IF OTHER THAN APPLICANT/AGENT: My Nga Thi Vo	PHONE NO: Son = Aramis Penland = 650-521-6242	FAX NO: —	E-MAIL ADDRESS: —
PROPERTY OWNER ADDRESS IF OTHER THAN APPLICANT: 1155 Merrill Street #206		CITY: Menlo Park	STATE/ZIP: CA 94025
HAS YOUR PROJECT RECEIVED A PRELIMINARY REVIEW? ☒ YES ☐ NO penland.aramis@gmail.com			
☐ AIRPORT LAND USE COMM. DETERMINATION 100.0800.611.003	\$	☐ REZONING 100.0800.611.001	\$
☐ ANNEXATION 100.0800.611.001	\$	☐ REZONING - PLANNED DISTRICT 100.0800.611.001	\$
☐ APPEAL 100.0400.449.001	\$	☐ SITE DEVELOPMENT PERMIT - AMENDMENT 100.0400.449.001	\$
☐ BOUNDARY LINE ADJUSTMENT 100.0800.610.001	\$	☐ SITE DEVELOPMENT PERMIT - MAJOR 100.0400.449.001	\$
☐ GENERAL PLAN AMENDMENT 100.0800.611.001	\$	☐ SITE DEVELOPMENT PERMIT - MINOR 100.0400.449.001	\$
☐ MURAL PERMIT 100.0400.449.001	\$	☐ SPECIFIC MASTER PLAN 100.0800.611.003	\$
☐ PRELIMINARY REVIEW (PC) 100.0800.611.003	\$	☐ SUBDIVISION EXCEPTION 100.0800.610.001	\$
☐ PRELIMINARY REVIEW (PRC) 100.0800.611.003	\$	☒ TENTATIVE PARCEL MAP (4 OR FEWER LOTS) 100.0800.610.001	\$
☐ PRELIMINARY REVIEW (STAFF) 100.0800.611.003	\$	☐ TENTATIVE SUBDIVISION MAP (5 OR MORE LOTS) 100.0800.610.001	\$
☐ USE PERMIT - AMENDMENT 100.0400.449.001	\$	☐ VARIANCE - MAJOR 100.0400.449.001	\$
☐ USE PERMIT - MAJOR 100.0400.449.001	\$	☐ VARIANCE - MINOR 100.0400.449.001	\$
☐ USE PERMIT - MINOR 100.0400.449.001	\$	☐ ZONING AMENDMENT - MAP 100.0800.611.001	\$
☐ ZONING AMENDMENT - MAP 100.0800.611.001	\$	☐ ZONING AMENDMENT - TEXT 100.0800.611.001	\$
☐ ZONING AMENDMENT - TEXT 100.0800.611.001	\$	☐ OTHER	\$
☐ OTHER	\$	☐ OTHER	\$
COUNTY CEQA FILING FEE: CHECK PAYABLE TO MENDOCINO CO.	\$	MAJOR PERMIT DEPOSIT:	\$
COUNTY CEQA (NEG DEC) FEE: CHECK PAYABLE TO MENDOCINO CO.	\$	MINOR PERMIT FEE:	\$
COUNTY CEQA (EIR) FEE: CHECK PAYABLE TO MENDOCINO CO.	\$	TOTAL FEE:	\$
APPLICATION NUMBER(S):		FILING DATE:	
		TOTAL AMOUNT PAID: \$	
		RECEIPT NUMBER:	

Recommendation: Prior to submitting an application, discuss your project with Staff to discover what fees (sewer, water, in-lieu park fees, traffic impact fees, etc.) may be required for your project. Also, ask about street tree requirements, required sidewalk repairs, drainage issues, frontage improvements, etc.

RECEIVED
NOV 18 2019
CITY OF UKIAH
COMMUNITY DEVELOPMENT

Project Description

The purpose of the project description is to assist Staff in understanding the project. Providing complete information will help expedite the project review process and in determining what additional information, if any, related to the project and required environmental review is required.

3 lot minor subdivision as per attached tentative map

Environmental Review and Reports

Please be aware that projects are required to comply with the California Environmental Quality Act (CEQA). Projects will be reviewed by Staff for compliance with CEQA and Staff will determine the appropriate CEQA document to prepare for the project (exemption, negative declaration, etc.). In order to make this determination, specific reports (traffic, arborist, soils, etc.) and or additional information may be required.

Use Information

Please provide the following information related to the use of the site and building:

Description of Building & Site			
Parcel Size:	Building Size:	Number of Floors:	
Use of Building (check all that apply)	Description	Square Footage	Number of Units/Suites
☐ Office (business/professional)			
☐ Office (medical/dental)			
☐ Retail			
☐ Light Industrial			
☒ Residential	Site is vacant - no buildings		
☐ Other:			
Operating Characteristics			
Days and Hours of Operation:			
Number of Shifts:	Days and Hours of Shifts:		
Number of Employees/Shift:			
Loading Facilities: ☐ Yes ☐ No	Type/Vehicle Size: N/A		
Deliveries: ☐ Yes ☐ No	Type:	Number (day/week/month):	Time(s) of Day:
Outdoor areas associated with use? (check all that apply)	Sales area: ☐ Yes ☐ No	Unloading of deliveries: ☐ Yes ☐ No	Storage: ☐ Yes ☐ No
☐ Yes ☐ No	Square Footage: ☐ Yes ☐ No	Square Footage: ☐ Yes ☐ No	Square Footage: ☐ Yes ☐ No
Noise Generating Use? ☐ Yes ☐ No	Description:		

To Be Completed by Staff

General Plan Designation:	Zoning District:	Airport Land Use Designation:
City's Architectural & Historic Inventory: ☐ YES ☐ NO	Age of Building:	Demolition Policy:
Hillside: ☐ YES ☐ NO	Flood Designation FIRM Map:	Flood Designation Floodway Map:
Tree Policies		
General Plan Open Space Conservation ☐ NO ☐ YES GOAL/POLICY #:	Community Forest Management Plan ☐ NO ☐ YES GOAL/POLICY #:	
Landscaping and Streetscape Design Guidelines ☐ NO ☐ YES GUIDELINE #:	Commercial Development Design Guidelines ☐ NO ☐ YES GUIDELINE #:	
Tree Protection and Enhancement Policy ☐ NO ☐ YES NOTES:	Tree Planting and Maintenance Policy ☐ NO ☐ YES NOTES:	
UCC: Street Tree Policy, Purpose and Intent ☐ NO ☐ YES NOTES:	Other:	
Notes		

Submittal Requirements

1. Items marked (X) are required for a complete application unless their deletion is approved by staff.
2. Other information may be required at the discretion of staff in order to fully evaluate the project and/or to conduct required environmental review for the project.
3. Please review the application packet prior to submittal to the City. Application packets that do not include the required materials may not be accepted for processing.

Submittal Document	Application Type									
	BLA	GPA	PRELIM	REZ	REZ-PD	SDP	TPM	TSM	UP	VAR
Project Description	X	X	X	X	X	X	X ✓	X	X	X
Building Elevations (1)			X		X	X			X	X
Floor Plan			X		X	X			X	X
Grading Plan					X	X	X ✓	X		
Landscape Plan (2)			X CONCEPT		X	X	NO grading		X	X
Site Plan (3)	X	X	X	X	X	X			X	X
Details - Architectural						X				
Details - Fence					X	X			X	
Details - Sign					X	X	site offset		X	
Site Contours (4)					X	X	X ✓	X	X	
Street Sections							N/A	X		
Tentative Map (6)							X ✓	X		
Preliminary Title Report	X			X			X ✓	X		
Colors & Materials Board			X CONCEPT		X	X			X	
Number of Plan Sets - Initial Submittal (5)										

- (1) Building Elevations. Drawing must include all elevations (front, rear, and sides). One set of colored drawings is required.
- (2) Landscape Plan. Plan must show all proposed trees, shrubs, and ground covers. Location, size and species must be indicated.
- (3) Site Plan. Must be prepared to scale and include: a north arrow, all property lines, adjoining streets, creeks, ponds, drainage ditches, existing curb, gutter, and sidewalk, existing and proposed buildings (with square footage noted), parking spaces, all existing trees, existing and proposed fences, buildings on adjacent parcels, existing fire hydrants within 600-feet, access and utility easements (with widths), location and width of all easements (access, drainage, utility, etc.) location of existing and proposed trash enclosures, and the percentage of average slope of the property. Site contours may also be required (see table above).
- (4) Site Contours. When required, site contours should be indicated on the site plan and grading plan. A separate site contour plan is not required.
- (5) Staff will determine the number of plans needed for the initial submittal. Once the application is complete, the number of plans sets required for the public hearing will be determined by staff. Plans are required to be provided prior to the hearing.
- (6) See Minor Subdivision Submittal Requirements or Major Subdivision Submittal Requirements handout for Tentative Map requirements.

BLA - Boundary Line Adjustment

REZ - Rezoning

TPM - Tentative Parcel Map/Minor Subdivision

VAR - Variance

GPA - General Plan Amendment

REZ-PD - Rezoning to Planned Development

TSM - Tentative Subdivision Map/Major Subdivision

Prelim - Preliminary Review

SDP - Site Development Permit

UP - Use Permit

PLANNING & COMMUNITY DEVELOPMENT DEPARTMENT - CITY OF UKIAH, CALIFORNIA

I, My Nga Thi Vo, owner authorize Ron Franz
to act on my behalf for this project and I have read and agree with all of the above. (Application must be signed by owner).

My Nga Thi Vo 11/13/2019
PROPERTY OWNER SIGNATURE DATE

I, My Nga Thi Vo, am the ☒ owner / ☐ authorized agent of the property for which the development is proposed. The above information and attached documents are true and accurate to the best of my knowledge.
I have read and agree with all of the above.

I hereby authorize employees of the City of Ukiah, the City's authorized agents, and persons with review or decision making authority for the project to enter upon the subject property, as necessary, to inspect the premises, post notices, and process this application.

I understand that conditions of approval may be placed on my project by the city of Ukiah and it is my responsibility to fully understand the conditions and ask questions about them before action is taken on my planning permit.

My Nga Thi Vo 11/13/2019
☒ OWNER / ☐ AUTHORIZED AGENT DATE

INDEMNIFICATION AGREEMENT

As part of this application, the applicant agrees to defend, indemnify, and hold harmless the City of Ukiah, its agents, officers, council members, employees, boards, commissions or Council from any claim, action or proceeding brought against any of the foregoing individuals or entities, the purpose of which is to attack, set aside, void, or annul any approval of the application or related decision, or the adoption or certification of any environmental documents or negative declaration which relates to its approval. This indemnification shall include, but is not limited to, all damages, costs, expenses, attorney fees or expert witness fees that may be awarded to the prevailing party arising out of it or in connection with the approval of the application or related decision, whether or not there is concurrent, passive, or active negligence on the part of the City, its agents, officers, council members, employees, boards, commissions or Council. If for any reason, any portion of this indemnification agreement is held to be void or unenforceable by a court of competent jurisdiction, the remainder of the agreement shall remain in full force and effect.

The City of Ukiah shall have the right to appear and defend its interests in any action through its City Attorney or outside counsel. The applicant shall not be required to reimburse the City for attorney's fees incurred by the City Attorney of the City's outside counsel if the City chooses to appear and defend itself in the litigation.

I have read and agree to all of the above.

MY NGA THI VO
☒ PROPERTY OWNER / ☐ AUTHORIZED AGENT
(PLEASE PRINT NAME)
My Nga Thi Vo 11/13/2019
☒ PROPERTY OWNER / ☐ AUTHORIZED AGENT DATE
(SIGNATURE)

Revised 12/3/2012



Redwood Empire Title Company of Mendocino County

405 S. Orchard Avenue, P. O. Box 238

Ukiah, CA 95482

Phone: (707)462-8666 • Fax: (707)462-5010

Our No.: 20190610KB

Your No.:

Seller: Penland-Vo Survivors Trust

Buyer:

When replying Please Contact:

ESCROW OFFICER: Kathy Brorsen

kbrorsen@redwoodtitle.com

PRELIMINARY REPORT

Property Address: 589 N School Street, Ukiah, CA 95482

In response to the above referenced application for a policy of title insurance, Redwood Empire Title Company of Mendocino County hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Exhibit A attached. Copies of the Policy forms should be read. They are available from the office which issued this report.

Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Exhibit A of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.

It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects and encumbrances affecting title to the land.

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated as of March 28, 2019 at 07:30 AM.

Steve Burlesci
Chief Title Officer

sburlesci@redwoodtitle.com

The form of policy of title insurance contemplated by this report is:

CLTA Standard 1990 Owners Policy

Underwritten by Old Republic National Title Insurance Company

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NOV 18 2019

SCHEDULE A

1. The estate or interest in the land hereinafter described or referred to covered by this Report is:

a Fee

2. Title to said estate or interest at the date hereof is vested in:

My Nga Thi Vo, as Trustee of the Penland-Vo Survivor's Trust created UTD September 16, 2006

3. The land referred to in this report is situated in the State of California, County of Mendocino and is described as follows:

Beginning at the Northwest corner of the lot conveyed by Nancy J. Orr to William Murphy by Deed dated October 13th, 1897, recorded in Liber 72 of Deeds, Page 265, Mendocino County Records, and running thence Southerly along the West line of the land so conveyed to said Murphy 80 feet to the North line of the land conveyed by Charles Bartlett to E.T. Garner by Deed dated October 23th, 1911, recorded in Liber 125 of Deeds, Page 230, Mendocino County Records; thence Westerly along the North line of the land so conveyed to E.T. Garner 207 feet to the East line of School Street; thence Northerly along the East line of School Street 160 feet to the South line of the land now or formerly owned by Mrs. E.J. Foster; thence East along the South line of said land now or formerly owned by Mrs. E.J. Foster 200 feet to the Northwest corner of the land now or formerly owned by Charlotte Collins; and thence Southerly in a direct line to the point of beginning.

Being a portion of Lot Two (2) of Healey's Survey and Map of the Yokayo Rancho.

EXCEPTING THEREFROM that portion conveyed in the Deed executed by Ardis Roberts to Charlotte Collins recorded September 11, 1936 in Book 106, Page 474 of Official Records, described as follows:

Beginning at the Northeast corner of that certain lot of land described in deed made by Ester Michaelson to Ardis Roberts, dated July 11, 1936, recorded July 15, 1936 in Book 106 of Official Records, Page 335, Mendocino County Records, said point of beginning being the Northwest corner of the lot of land described in deed made by Orpha Banker to Charlotte Collins, dated October 1, 1927, recorded October 4, 1927 in Book 24 of Official Records, Page 286, Mendocino County Records; thence Westerly along the Northerly line of above mentioned lot so conveyed to Ardis Roberts, a distance of 40 feet; thence Southerly in a direct line to a point in the South line of said lot of Ardis Roberts, distant 40 feet Westerly from the Southwest corner of the lot of land described in a Decree of Distribution in the Matter of the Estate of William Patrick Murphy, deceased; thence Easterly along said Southerly line of the lot of Ardis Roberts 40 feet to the Southwest corner of said Murphy Estate; thence Northerly along the Westerly line of said Murphy Estate, and the Westerly line of the lot of Charlotte Collins to the point of beginning.

APN: 002-146-01

SCHEDULE B

At the date hereof exceptions to coverage in addition to the printed Exceptions and Exclusions in the said policy form would be as follows:

1. Taxes and assessments, general and special, for the fiscal year 2019 - 2020, a lien not yet due or ascertainable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Section 75, et seq. of the Revenue and Taxation Code of the State of California.
3. Any facts, rights, interests or claims that may exist or arise by reason of matters, if any, disclosed by that certain Record of Survey filed March 8, 1983 in in Map Case 2, Drawer 40, Page 27 Mendocino County Records.
4. Terms and conditions contained in The Penland-Vo Family Trust dated September 15, 2006 and The Penland-Vo Survivor's Trust created UTD September 15, 2006
NOTE: The requirement that **BOTH**:
 - a. a Certification of Trust be furnished in accordance with California Probate Code Section 18100.5; and
 - b. a complete copy of the trust instrument(s), together with a statement that the trust has not been revoked or otherwise terminated, be furnished for this Company's review.The Company reserves the right to make additional exceptions and/or requirements upon review of either of the above.

END OF SCHEDULE B

INFORMATIONAL NOTES:

1. Taxes and assessments, general and special, for the fiscal year 2018 - 2019, as follows
Assessor's Parcel No.: 002-146-01
Code No.: 003-031
1st Installment: \$176.47, Paid
2nd Installment: \$176.47, Paid
2. NOTE: According to the public records, there have been no deeds conveying the property described in this report recorded within a period of 24 months prior to the date hereof except as follows:

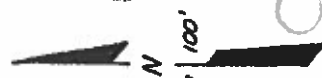
An Affidavit- Death of Trustee executed by My Nga Thi Vo, recorded May 15, 2018 as 2018-05567 of Official Records and re-recorded March 6, 2019 as 2019-02438 of Official Records

A Trustee's Deed executed by My Nga Thi Vo, as Trustee of the Penland-Vo Family Trust dated September 15, 2006 to My Nga Thi Vo, as Trustee of the Penland-Vo Survivor's Trust created UTD September 16, 2006, recorded May 15, 2018 as 2018-05568 of Official Records and re-recorded March 6, 2019 as 2019-02439 of Official Records

UKIAH CITY Bks. 76, 77, Bks. L, G Utah North Addition, Bk. 1 Cottage Addition

3-031

2-14



MAR 25 1939
Assessor's Map
County of Mendocino, Calif.
March, 1948

NOTE: This map was prepared for assessment purposes only. No liability is assumed for the data delineated herein.

Notice: This is neither a plat nor a survey. It is furnished merely as a convenience to aid you in locating the land indicated herein with reference to streets and other land. No liability is assumed by reason of any reliance hereon.

Ruddock St

Attachment 3a

Notes

Property is 589 N. School Street, Ukiah.

AP = 002-146-01

Utilities exist to the property. There is an existing sewer service and water service and gas line to the property that served a house that burned down.

There are no easements on the property. New easements will be created as needed along the existing utility lines.

The site is basically flat.

A portion of the site is in the FEMA 100 year floodplain per Panel 06045C1514F dated June 2, 2011. Flood depth is less than 1 foot on small portions of property. Base flood level = 627.0

Owner

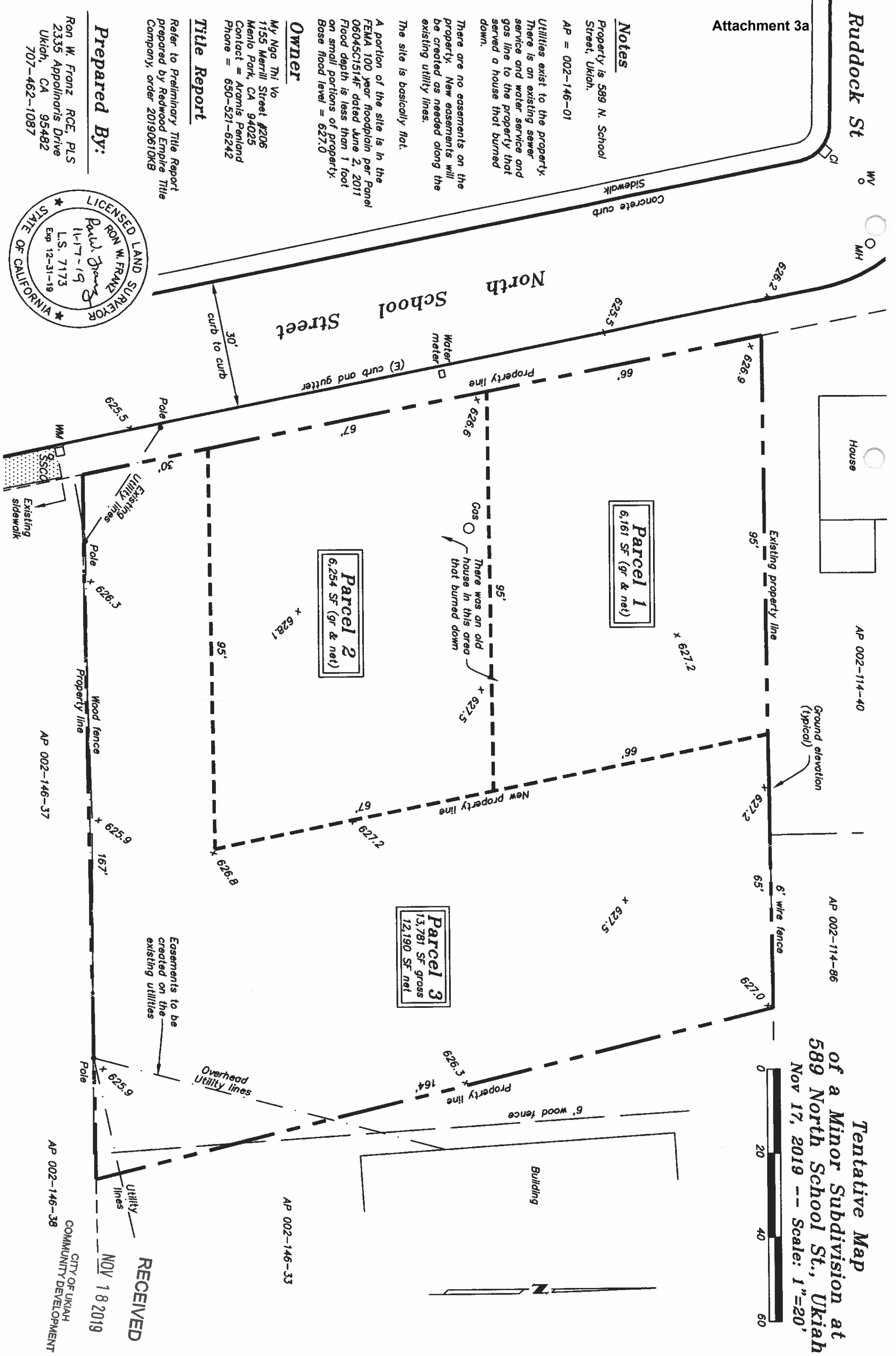
My Nga Thi Vo
1155 Merrill Street #206
Menlo Park, CA 94025
Contact = Aramis Penland
Phone = 650-521-6242

Title Report

Refer to Preliminary Title Report prepared by Redwood Empire Title Company, order 20190610KB

Prepared By:

Ron W. Franz RCE, PLS
2335 Appolinaris Drive
Ukiah, CA 95482
707-462-1087



Tentative Map
of a Minor Subdivision at
589 North School St., Ukiah
Nov 17, 2019 -- Scale: 1"=20'

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CITY OF UKIAH
COMMUNITY DEVELOPMENT

Property is 589 N. School Street, Ukiah.

Utilities exist to the property. There is an existing sewer service and water service and gas line to the property that served a house that burned down.

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The site is basically flat.

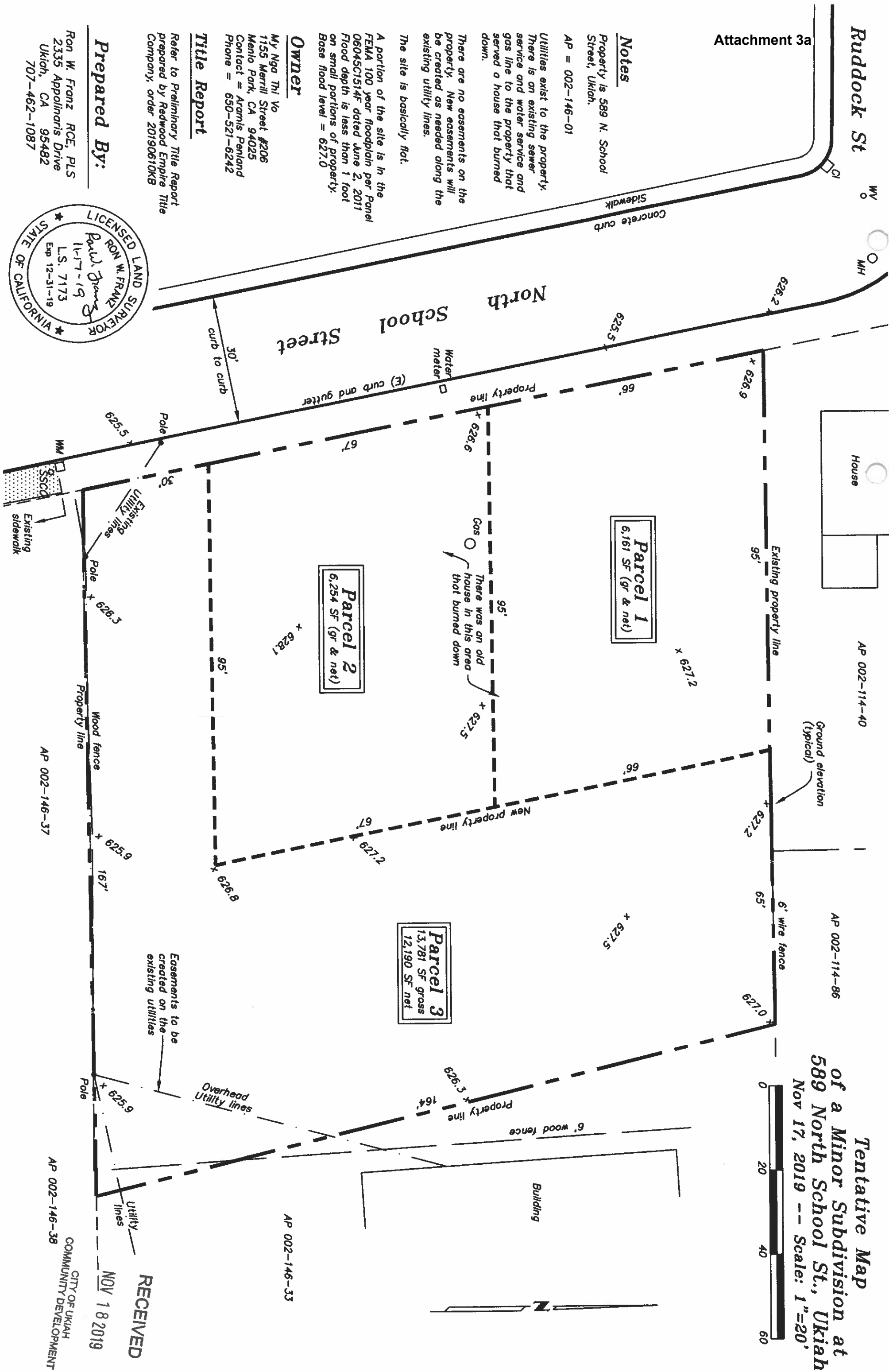
A portion of the site is in the FEMA 100 year floodplain per Panel 06045C1514F dated June 2, 2011. Flood depth is less than 1 foot on small portions of property. Base flood level = 627.0

My Nga Thi Vo
1155 Merrill Street #206
Menlo Park, CA 94025
Contact = Aromis Penland
Phone = 650-521-6242

Refer to Preliminary Title Report
prepared by Redwood Empire Title
Company, order 20190610KB

Prepared By:

Ron W. Franz RCE, PLS
2335 Appolinaris Drive
Ukiah, CA 95482
707-462-1087



PROJECT REVIEW REFERRAL

Please provide comments by: December 5, 2019

The City of Ukiah Planning and Community Development Department is soliciting input on the project described below for use in the staff analysis, CEQA document, and public hearing documents. You are invited to comment on any aspect of the proposed project, including information required before you can finalize your comments and recommended conditions of approval for the project.

TO:

- | | |
|--|---|
| <p>Craig Schlatter, Director</p> <p>X Michelle Irace, Planning Manager</p> <p>Matt Keiser, City Building Official</p> <p>X Jarrod Thiele, City Public Works Dept.</p> <p>X Kevin Jennings, Fire Marshall</p> <p>Sean Kaeser, Ukiah Police Dept.</p> <p>Nancy Sawyer, Community Service Officer</p> <p>X Jimmy Lozano & Scott Bozzoli, Electrical</p> <p>Ukiah Municipal Airport Operations Manager,</p> <p>Greg Owen</p> <p>Airport Land Use Commission</p> <p>Mendocino County Air Quality</p> <p>Mendocino County Environmental Health</p> | <p>X Mendocino County Planning and Building</p> <p>Mendocino County Public Health</p> <p>Mendocino Transit Authority</p> <p>US Army Corps of Engineers</p> <p>Regional Water Quality Control Board</p> <p>CA Dept. of Fish and Wildlife</p> <p>CA Dept. of Transportation</p> <p>Sonoma State Northwest Information Center</p> <p>AT & T</p>
<p>PG & E (gas)</p> <p>X PG & E (Land Rights)</p> <p>Other:</p> |
|--|---|

FROM PROJECT PLANNER:

Mireya G. Turner, Associate Planner
mturner@cityofukiah.com
 (707) 463-6203

PROJECT INFORMATION:

Date Filed:	11-18-2019	Date Referred:	11/19/19
Prev. Projects on Site:		Resubmittal:	N/A
File #(s):	19-4992	Agent:	Ron Franz
Project Name:	Vo Temporary Parcel Map	Address:	2335 Appolinaris Drive
Site Location:	589 North School Street		Ukiah, CA 95482
APN:	002-146-01	Phone:	707 462-1087
Zoning:	R1	Email:	rfranz@comcast.net
General Plan:	Low Density Residential		

DESCRIPTION: The existing parcel is ±0.60 acres and is proposed to be subdivided into three parcels. Proposed Parcel 1 would be 6,161 sf, Parcel 2 would be 6,254 sf, and Parcel 3 would be 12,191 sf (net). No new development is proposed at this time.

ATTACHMENTS: Application, tentative map, parcel map, zoning map, Preliminary Title Report

Please indicate whether you have comments and sign and date below. Return this Project Referral Form by the date noted above to the Project Planner listed.

Name and Affiliation/Department (please print) _____

- ☐ No Comment
- ☐ Comments / Conditions of Approval Attached

Signature

Date

**** Please attach any Conditions of Approval with your response ****



City of Ukiah

COMMUNITY DEVELOPMENT DEPARTMENT

PROJECT REVIEW REFERRAL

Please provide comments by: December 5, 2019

The City of Ukiah Planning and Community Development Department is soliciting input on the project described below for use in the staff analysis, CEQA document, and public hearing documents. You are invited to comment on any aspect of the proposed project, including information required before you can finalize your comments and recommended conditions of approval for the project.

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- | | |
|---|---|
| <p>X Craig Schlatter, Director</p> <p>X Michelle Irace, Planning Manager</p> <p>Matt Keiser, City Building Official</p> <p>X Jarrod Thiele, City Public Works Dept.</p> <p>X Kevin Jennings, Fire Marshall</p> <p>Sean Kaeser, Ukiah Police Dept.</p> <p>Nancy Sawyer, Community Service Officer</p> <p>X Jimmy Lozano & Scott Bozzoli, Electrical</p> <p>Ukiah Municipal Airport Operations Manager,</p> <p>Greg Owen</p> <p>Airport Land Use Commission</p> <p>Mendocino County Air Quality</p> <p>Mendocino County Environmental Health</p> | <p>X Mendocino County Planning and Building</p> <p>Mendocino County Public Health</p> <p>Mendocino Transit Authority</p> <p>US Army Corps of Engineers</p> <p>Regional Water Quality Control Board</p> <p>CA Dept. of Fish and Wildlife</p> <p>CA Dept. of Transportation</p> <p>Sonoma State Northwest Information Center</p> <p>AT & T</p>
<p>PG & E (gas)</p> <p>X PG & E (Land Rights)</p> <p>Other:</p> |
|---|---|

FROM PROJECT PLANNER:

Mireya G. Turner, Associate Planner
mtturner@cityofukiah.com
 (707) 463-6203

PROJECT INFORMATION:

Date Filed:	11-18-2019	Date Referred:	11/19/19
Prev. Projects on Site:		Resubmittal:	N/A
File #(s)	19-4992	Agent:	Ron Franz
Project Name:	Vo Temporary Parcel Map	Address:	2335 Appolinaris Drive
Site Location:	589 North School Street		Ukiah, CA 95482
APN:	002-146-01	Phone:	707 462-1087
Zoning:	R1	Email:	rfranz@comcast.net
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ATTACHMENTS: Application, tentative map, parcel map, zoning map, Preliminary Title Report

Please indicate whether you have comments and sign and date below. Return this Project Referral Form by the date noted above to the Project Planner listed.

Name and Affiliation/Department (please print) Jimmy Lozano - Electric Utility Department

☐ No Comment

X Comments / Conditions of Approval Attached

Jimmy Lozano

11/19/2019

Signature

Date

**** Please attach any Conditions of Approval with your response ****

Comments / Conditions of Approval:

Hi Mireya,

Regarding the Project Referral for - Tentative Parcel Map, File 19-4992 at 589 North School Street.

Ukiah Electric Utility Department (EUD) has the following comments and/or requirements:

- 1) The property location is currently served from existing Overhead primary/secondary facilities and may require additional infrastructure to be installed as the parcels get developed in the future.
- 2) All future site improvements shall be submitted to the Electric Utility Department for review and comment. At this time, specific service requirements, service Voltage and developer costs and requirements will be determined.
- 3) There shall be an easement provided to the EUD for any electric service that transverses through the property and/or around any City owned Electric equipment.

Should they have any questions please call Jim Lozano at 467-5774

Thanks, Jimmy

Interoffice Memorandum



To: Mireya Turner, Associate Planner
From: Jarod Thiele, Public Works Management Analyst *JT*
Date: November 20, 2019
Re: PRC comments for Minor Subdivision File #19-4992 Located at 589 North School Street

The Department of Public Works has reviewed the above noted project and recommends the following conditions of approval for the minor subdivision:

1. The subject property lies within the 100-year flood plain. No fill material shall be allowed within the floodway if it encroaches onto the subject properties. Building permits for existing and new structures shall be subject to the floodplain provisions of the California Building Code and National Flood Insurance Program requirements.
2. Street frontage improvements shall be constructed along North School Street, including the extension of curb, gutter and sidewalk to meet ADA requirements, and repair of any damaged curb. The sidewalk shall be constructed in accordance with improvement plans prepared by a Registered Civil Engineer and approved by the City Engineer. The applicant shall be responsible for the relocation or replacement of utilities as necessary to accommodate the construction of street frontage improvements. Public sidewalks located outside of the street right-of-way will require a sidewalk easement dedicated to the City.
3. Street trees shall be installed, spaced approximately every 30' on North School Street, within 5' of the back of sidewalk. Street trees shall be installed in accordance with City Standard Drawing No 601. Tree types shall be approved by the City Engineer. Existing trees in unsatisfactory condition shall be replaced.
4. Each parcel shall be served individually upon the development of the parcel with appropriate public utilities required for the type of development within the parcel.
5. Prior to construction of site improvements, a final grading and drainage plan, and an erosion and sediment control plan, prepared by a Civil Engineer, shall be submitted for review and approval by the Department of Public Works. The plan shall include the detailed design of post-construction storm water best management practices (BMPs) in compliance with the City of Ukiah's Phase I Storm Water Permit and the Low Impact Development Technical Design Manual (LID Manual), in effect at the time of development. A Standard Urban Storm Water Mitigation Plan (SUSMP) shall be provided to support the design of the proposed drainage system.

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CITY OF UKIAH
COMMUNITY DEVELOPMENT

6. The project engineer shall provide direct oversight and inspection during project construction, with special attention to implementation of best management practices for sediment and erosion control, and the proper grading, installation, and landscaping of the stormwater BMPs. Upon completion of the work, a report shall be submitted by the project engineer to the Department of Public Works stating that the improvements have been completed in accordance with the approved plans and conditions of approval, shall function as intended, and all areas have been permanently stabilized to prevent sediment and erosion.
7. Maintenance and inspection of all post-construction best management practices (BMPs) are the responsibility of the property owner. In accordance with the LID Manual, a legally binding, signed maintenance agreement approved by the City of Ukiah is required for the proposed stormwater treatment areas and all post-construction BMPs, and shall be recorded prior to final approval of the building permit.
8. All areas of on-site circulation shall be paved with a minimum of 2 inches of AC on 6 inches base, concrete, or other surfacing as approved by the City Engineer. This includes all existing and proposed private driveways and parking areas.
9. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area or otherwise affecting this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.
10. All parcels of the proposed subdivision are subject to the payment of park fees pursuant to City Code Section 8400 et seq. Note that park fees are applicable to residential development.
11. The tentative map shall expire twenty-four (24) months from the date of its approval or conditional approval unless extended in accordance with the City of Ukiah Subdivision Ordinance and the Subdivision Map Act.
12. A Parcel Map shall be prepared and submitted to the City Engineer for review and approval, along with payment of all parcel map processing and review fees, and shall be prepared and recorded in a manner consistent with Ukiah Municipal Code requirements.
13. The Parcel Map submitted for recordation shall include all necessary easements or such easements shall be recorded by separate instrument.
14. All taxes now due, or past due, must be paid prior to the approval of the Parcel Map.

January 29, 2020

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Attention: Mireya G. Turner
Re: 589 N. School St.
Minor Subdivision application.

I / we are opposed to the proposed minor subdivision application of 589 N. School St. While not opposed to development of said property, dividing the property into three parcels is unreasonable. Two parcels is acceptable, keeping the property as one parcel is desirable.

Congestion, both traffic and populous would be horrific if approved and developed. Parking is already a problem on this section of School St.

Although irrelevant, the applicant has never lived on the property or in Ukiah. They would not be aware of the problems that would arise if three houses were built on this single piece of property.

Please deny the application as presented.

*Janet M. Dwyer
200 Rudder Avenue
Ukiah*

RECEIVED

JAN 31 2020

CITY OF UKIAH
COMMUNITY DEVELOPMENT

January 29, 2020

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Attention: Mireya G. Turner
Re: 589 N. School St.
Minor Subdivision application.

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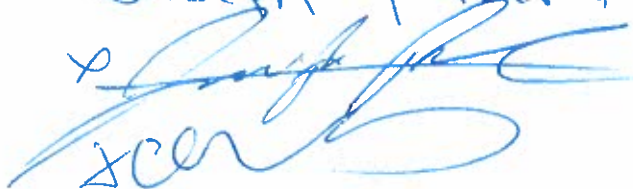
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Although irrelevant, the applicant has never lived on the property or in Ukiah. They would not be aware of the problems that would arise if three houses were built on this single piece of property.

Please deny the application as presented.

558 N. School Street

Joseph Parker & Chelsea Vieters

x 
x 

RECEIVED

JAN 31 2020

CITY OF UKIAH
COMMUNITY DEVELOPMENT

January 29, 2020

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Attention: Mireya G. Turner
Re: 589 N. School St.
Minor Subdivision application.

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Although irrelevant, the applicant has never lived on the property or in Ukiah. They would not be aware of the problems that would arise if three houses were built on this single piece of property.

Please deny the application as presented.

 539 B School Street.

RECEIVED

JAN 31 2020

CORRECTION

AGENT

January 29, 2020

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Attention: Mireya G. Turner
Re: 589 N. School St.
Minor Subdivision application.

I / we are opposed to the proposed minor subdivision application of 589 N. School St. While not opposed to development of said property, dividing the property into three parcels is unreasonable. Two parcels is acceptable, keeping the property as one parcel is desirable.

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Although irrelevant, the applicant has never lived on the property or in Ukiah. They would not be aware of the problems that would arise if three houses were built on this single piece of property.

Please deny the application as presented.

Sharon Weller
Sharon Weller

PLEASE See Attached Addendum

RECEIVED

JAN 31 2020

CITY OF UKIAH
COMMUNITY DEVELOPMENT

Addendum

Further reasons we, as current homeowners on North School Street are opposed to minor subdivision of 589 North School Street:

- 1. Said parcel is located near the corner of N. School and Ruddock streets, a location where many young children play daily. Adding more traffic and parked vehicles on the street will further place children out of view of traffic coming around an already dangerous curve.**
- 2. Property is classified as a "Special Flood Hazard Area" by FEMA and;**
- 3. Subdividing property will add to current water runoff issue for adjacent property located on Orr Creek side.**
- 4. Current homes on the street only have space to accommodate 1 vehicle per driveway, forcing all remaining cars to park on the street. Adding more vehicles will further complicate parking for current residents.**
- 5. Further congestion denies current residents the charm of downtown Ukiah living.**

RECEIVED

JAN 31 2020

CITY OF UKIAH
COMMUNITY DEVELOPMENT

January 29, 2020

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

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Minor Subdivision application.

I / we are opposed to the proposed minor subdivision application of 589 N. School St. While not opposed to development of said property, dividing the property into three parcels is unreasonable. Two parcels is acceptable, keeping the property as one parcel is desirable.

Congestion, both traffic and populous would be horrific if approved and developed. Parking is already a problem on this section of School St.

Although irrelevant, the applicant has never lived on the property or in Ukiah. They would not be aware of the problems that would arise if three houses were built on this single piece of property.

Please deny the application as presented.

ELIZABETH J. SWANEY
Elizabeth J. Swaney
557 N. SCHOOL ST.
UKIAH, CA 95482

RECEIVED

JAN 31 2020

CITY OF UKIAH
CITY CLERK'S OFFICE

January 29, 2020

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Attention: Mireya G. Turner
Re: 589 N. School St.
Minor Subdivision application.

I / we are opposed to the proposed minor subdivision application of 589 N. School St. While not opposed to development of said property, dividing the property into three parcels is unreasonable. Two parcels is acceptable, keeping the property as one parcel is desirable.

Congestion, both traffic and populous would be horrific if approved and developed. Parking is already a problem on this section of School St.

Although irrelevant, the applicant has never lived on the property or in Ukiah. They would not be aware of the problems that would arise if three houses were built on this single piece of property.

Please deny the application as presented.

Jim + Diane Brown
Jim Brown
Diane Brown
596 N. School St.

RECEIVED

JAN 31 2020

CITY OF UKIAH
COMMUNITY DEVELOPMENT

Mireya Turner

From: David Spain <dspain58@me.com>
Sent: Monday, February 3, 2020 6:53 PM
To: Mireya Turner
Subject: 589 N School St. subdivision

Ms. Turner:

This email is in response to the proposed minor subdivision on 589 N. School St., directly across from where I presently reside at 582 N. School St. Although I understand the need for housing in Ukiah, the property in question should be kept as-is, an undivided lot, mostly due to the traffic and parking congestion along our section of School Street.

Three parcels would probably add at least six more cars to a street that is overrun with too many parked cars and is too narrow for the traffic already here. It is an absurd idea and the opposite of what should happen on this street. Notably, most of my neighbors have no garages and must park on the street, so adding three more homes would put an even greater burden on an area that needs less congestion, not more.

Please deny the application as presented.

Regards,

David Spain

582 N. School St. | Ukiah, CA 95482 | 707.489.3908

Mireya Turner

From: Trinity Hart <trinitysagehart@gmail.com>
Sent: Monday, February 3, 2020 8:00 PM
To: Mireya Turner
Subject: 589 N. School St. Subdivision Proposal

Ms. Turner:

This email is in response to the proposed subdivision application for 589 N. School St., directly across from where I presently reside at 582 N. School St. Although I understand the need for housing in Ukiah, the property in question should really be kept as-is, an undivided lot, mostly due to the traffic and parking congestion along our section of School Street.

Three parcels would likely add at least six more cars to a street that is overrun with too many parked cars and is too narrow for the traffic already here. It is an absurd idea and the opposite of what should happen on this street. Notably, most of my neighbors have no garages and must park on the street, so adding three more homes would put an even greater burden on an area that needs less congestion, not more.

Please take this concern into consideration and deny the application as presented, leaving this parcel suitable for one single-family home.

Sincerely,

Trinity Hart

582 N. School St. Ukiah, CA 95482 | 707-489-5849

Mireya Turner

From: Jessica Pearson <jrpearson707@gmail.com>
Sent: Monday, February 3, 2020 6:24 PM
To: Mireya Turner
Subject: 582 N. School St.

City of Ukiah
300 Seminary Ave
Ukiah, CA 95482

Attention: Mireya G. Turner
Re: 589 N. School St.
Minor Subdivision application.

We are opposed to the proposed minor subdivision application of 589 N. School St. While not opposed to the development of the said property, dividing the property into three parcels is unreasonable. Two parcels are acceptable, keeping the property as one parcel is desirable.

Congestion, both traffic and populous would be horrific if approved and developed. Parking is already a problem in this section of School St.

Although irrelevant, the applicant has never lived on the property or in Ukiah. They would not be aware of the problems that would arise if three houses were built on this single piece of property.

Please deny the application as presented.

Jessica and Nick Pearson
Home Owners
582 N. School Street
Ukiah, Ca 94482

February 3, 2020

Mireya Turner, MPA
Associate Planner
300 Seminary Avenue
Ukiah, CA 95482

Subject: Proposed Minor Subdivision at 589 N. School St., Ukiah, CA

Dear Mireya,

I am kindly writing this letter on behalf of my family, and my mother, My Nga Vo, who owns the property at 589 N. School St. in Ukiah, California. This letter is meant to provide some context from our family regarding our history with the property, why we would like to subdivide, as well as some comments we would like to respectfully share in response to complaints received by neighbors of the property. This letter is submitted to be added to the public record at your discretion.

My father, Norman Penland, was born in Talmage, California in 1923. At the age of 2, he moved with his mother to Ukiah to the 589 N. School St. property, which was passed down from my great grandparents to my grandmother and then to my father. My father spent the majority of his life, nearly 60 years, living on the property until he permanently relocated to the Bay Area in the 1980s. My sister and I were born shortly thereafter, though spent several summers or long weekends, along with my mother and father, in Ukiah and in the house that formerly stood on the property. I recall wading in the creek next door to the property, or going to a nearby park and climbing a rocket ship in the playground, or visiting the local Truck Stop for my favorite meal, as fond memories from my childhood. In 2005, my father had a major stroke that left him permanently disabled. My family, rather than send him to a senior citizen home, took care of him in our home for the next 13 years of his life until he passed in 2018. During this time period, despite his disabled condition, I remember driving my dad to Ukiah and pushing him around in his wheelchair to see the property one last time before he passed.

When my father relocated to the Bay Area, he had the intent of either moving his family back to Ukiah one day, or subdividing the property and selling it. As the years passed, when it became clear that we wanted to keep our permanent family home in the Bay Area, the intent to subdivide became the most practical option. Near the point that my father was going to act on this, he had his stroke, and with our focus on his health and significant medical needs, we did not move forward with the subdivision and selling process during the rest of his lifetime. After my father passed in 2018, and after a period of mourning, we have now decided to follow through on one of his original intents and subdivide the property.

I am conveying all of the above to hopefully provide the City of Ukiah, as well as neighbors of the property, some context as to who my family is and our relation to the property. In the neighbors' letters of complaint, there is a sentence that states "Although irrelevant, the applicant has never lived on the property or in Ukiah." Though my current nuclear family (my mother, my sister, and myself) did not live on the property in a permanent fashion, my father did for decades, and I do believe if some of the neighbors saw me, they might recognize the once 5 and 10 year old boy who would visit the property in the summers. It was my father's intent to subdivide the property, and thus we do not feel the neighbor's argument that we have no personal connection to the property, and would not understand the implications of a subdivision, are fair or warranted. My father knew that property better than anyone who has ever lived.

We understand that change can be disruptive, and are empathetic of the disruptions that might be caused by a process of subdivision and creation of three lots as proposed. We are grateful that in the neighbors' letters, that they would be accepting of a two-lot proposal. We wanted to clarify though, in case it is helpful in alleviating concerns, that the third lot in the three-lot proposal would be a flag lot placed in the back of the property. This third lot would not be directly located on N. School St. and it would include parking at the back of the property. We hope that this configuration would reduce some of the concerns

about the day-to-day disruption that a third lot, versus the two-lot proposal that the neighbors would be willing to accept, might bring. If anything, perhaps a family residing in the flag lot at the back of the property, would only perhaps drive a car in and out of the property a few times per day maximum, which would hopefully present minimal disruptions to the neighbors. As such, and in response to the neighbors' letters of complaint which states that "Congestion, both traffic and populous would be horrific if approved and developed," we truly hope that this third flag lot, as opposed to two lots, would not cause anywhere near the level of disruption being assumed, and that the disruption would be minimally felt and observed.

My mother received word of the February 4th public hearing just last week on January 28th, when she received a letter in the mail from the City of Ukiah. She immediately called me and my sister and we tried to see if there was any way we could attend the hearing in person, as we wanted to be there to share our views, and kindly answer any concerns brought up. Unfortunately, my mother has had significant health issues the last three months, including a major surgery and two-week hospitalization before Thanksgiving, as well as a diagnosis of lymphoma in her blood that has required intense treatment. As a result of this, my mother and sister, who is caring for her, are unable to travel to Ukiah to attend the public hearing. As for me, I live in Washington D.C. and work for the United States Agency for International Development (USAID), and was unfortunately unable to break work commitments to fly home on sudden notice to attend. We really wanted to be at this hearing, though unfortunately can't, and hope that this letter, if shared at the hearing, helps provide some of our thoughts in lieu of attendance.

One final thing I wanted to mention, for whatever its worth, is that my family are hard-working, honest-a-good people. My mother worked as a biologist for decades trying to develop cures to diseases such as cancer, my sister worked at the UC Berkeley, and I work for USAID helping the poorest of the poor around the world. We are not a wealthy family, and are hoping that the money raised from selling the subdivided N. School St. property will be the primary source of funds for my mother's retirement, especially if her health condition and medical treatment costs escalate.

Thank you again to the City of Ukiah for working with us throughout this subdivision process. Thank you also to the neighbors for your understanding of the details we are providing, which we hope are helpful. We are happy to answer any other questions anyone might have.

Sincerely,



Aramis Penland



My Nga Vo

CITY OF UKIAH
City Engineer Public Hearing MINUTES
Conference Room #3
300 Seminary Avenue
Ukiah, CA 95482
February 4, 2020
10:00 a.m.

STAFF PRESENT

Tim Eriksen, City Engineer
Jason Benson, PE, Senior Engineer
Michelle Irace, Planning Manager
Mireya G. Turner, Associate Planner

OTHERS PRESENT

Jerry Baarsch

1. CALL TO ORDER

City Engineer Tim Eriksen called the meeting to order at 10:02 a.m. in Conference Room No.3, Ukiah Civic Center, 300 Seminary Avenue, Ukiah, California.

City Engineer Time Eriksen presiding.

2. SITE VISIT VERIFICATION

Staff confirmed.

3. APPROVAL OF MINUTES

a. The Minutes of January 17, 2019.

City Engineer Tim Eriksen approved the January 17, 2019 minutes, as submitted.

4. APPEAL PROCESS

Note: For matters heard at this meeting the final date to appeal is February 14, 2020 at 5:00 p.m.

5. VERIFICATION OF NOTICE

Staff confirmed.

6. PUBLIC HEARING

a. Request for approval of a Minor Subdivision to split the existing ±0.60-acre (26,136 sf) Parcel into Three Parcels at 589 North School Street; APN 002-146-01. Proposed: Parcel 1: (6,161 sf gross & net), Parcel 2 (6,254 sf gross & net), and Parcel 3: (13,781 sf gross, 12,190 sf net); File 19-4992

Presenter: Associate Planner Mireya G. Turner.

Note: Page 3 of the Staff Report mistakenly reports the project was sent to the County of Mendocino Transportation Department for review. It should read, "County of Mendocino Planning and Building Department".

PUBLIC HEARING OPENED: 10:10 A.M.

Speakers: Jerry Baarsch

PUBLIC HEARING CLOSED: 10:13.M.

City Engineer Tim Eriksen approved a Minor Subdivision to split the existing ±0.60-acre parcel into three parcels at 589 North School Street with Findings in Attachment 1 and subject to the Conditions of Approval in Attachment 2.

7. ADJOURNMENT

There being no further business, the meeting adjourned at 10:15 a.m.

Michelle Irace, Planning Manager

ATTACHMENT 1

**DRAFT FINDINGS
MINOR SUBDIVISION
589 NORTH SCHOOL STREET; APN 002-146-01
FILE NO: 19-4992**

The following findings are supported by and based on information contained in the Staff Report, the application materials and documentation, and the public record:

1. The proposed Tentative Parcel Map, as conditioned, complies with the requirements of the City of Ukiah Municipal Code, Division 9, Chapter 1, Article 18 and the Subdivision Map Act.
2. The parcels established as a result of this Minor Subdivision are consistent with the General Plan Low Density Residential (LDR) land use designation.
3. The proposed Minor Subdivision and Tentative Map, as conditioned, complies with the requirements of the Single-family Residential (R-1) zoning district.
4. The Minor Subdivision and Tentative Map will create three lots which are appropriate for the surrounding area and land uses based on the following:
 - a. Proposed parcels and use are consistent with the requirements of the Single-family Residential zoning district.
 - b. Proposed parcels will have access directly onto a public street and utilities are available to serve the site.
 - c. Proposed parcels will be located within a developed residential area, surrounded by residential and commercial development.

Public Notice. A notice of public hearing was provided in the following manner:

- Mailed to neighboring property owners on January 22, 2020
- Posted on the subject project parcel and in the glass case located at 300 Seminary Avenue on January 23, 2020
- Published in the Ukiah Daily Journal on January 23, 2020.

ATTACHMENT 2

**DRAFT CONDITIONS OF APPROVAL
MINOR SUBDIVISION
589 NORTH SCHOOL STREET; APN 002-146-01
FILE NO: 19-4992**

Approval is granted for the Minor Subdivision based on the application submitted to the Community Development Department received November 18, 2019, and as shown on the Parcel Map dated November 19, 2019 contained therein, except as modified by the following Conditions of Approval:

City of Ukiah Special Conditions

1. All fees related to the Minor Subdivision application must be paid prior to the final approval and the recordation of the Parcel Map.
2. Prior to issuance of building permits, a copy of the recorded Parcel Map shall be provided to the Community Development Department.
3. An address assignment or address change application shall be submitted to the Community Development Department.
4. Future proposed development will be subject to Community Development Department review and will likely require additional planning and building permits.
5. In the event that prehistoric archaeological features such as a concentration of flaked stone artifacts, or culturally modified soil (midden) or dietary shell are encountered at any time during preparatory grading or underground excavation to remove existing structures, all work should be halted in the vicinity of the discovery. A qualified archaeologist should be contacted immediately to make an evaluation and determine if the discovered material represents a definite cultural resource. If it is determined that a potentially significant feature has been revealed, a temporary suspension of earth disturbing activities should be enforced until an appropriate mitigation program can be developed and implemented to satisfy the Planning Division. An archaeological monitor shall observe all further work during construction activities that are located within or near an archaeological site area, and formal tribal consultation may be required.

City of Ukiah Standard Conditions

6. This approval is not effective until the 10-day appeal period applicable to this Minor Subdivision Map has expired without the filing of a timely appeal. If a timely appeal is filed, the project is subject to the outcome of the appeal and shall be revised as necessary to comply with any modifications, conditions, or requirements that were imposed as part of the appeal.
7. Any construction shall comply with the "Standard Specifications" for such type of construction now existing or which may hereafter be promulgated by the Engineering Department of the

City of Ukiah; except where higher standards are imposed by law, rule, or regulation or by action of the Planning Commission such standards shall be met.

8. In addition to any particular condition which might be imposed; any construction shall comply with all building, fire, electric, plumbing, occupancy, and structural laws, rules, regulations, and ordinances in effect at the time the Building Permit is approved and issued.
9. The Applicant shall submit verification of all applicable permits or approvals in compliance with all local, state and federal laws to the Community Development Department prior to issuance of building permits.

Public Works Department Conditions

10. The subject property lies within the 100-year flood plain. No fill material shall be allowed within the floodway if it encroaches onto the subject properties. Building permits for existing and new structures shall be subject to the floodplain provisions of the California Building Code and National Flood Insurance Program requirements.
11. Street frontage improvements shall be constructed along North School Street, including the extension of curb, gutter and sidewalk to meet ADA requirements, and repair of any damaged curb. The sidewalk shall be constructed in accordance with improvement plans prepared by a Registered Civil Engineer and approved by the City Engineer. The applicant shall be responsible for the relocation or replacement of utilities as necessary to accommodate the construction of street frontage improvements. Public sidewalks located outside of the street right-of-way will require a sidewalk easement dedicated to the City.
12. Street trees shall be installed, spaced approximately every 30' on North School Street, within 5' of the back of sidewalk. Street trees shall be installed in accordance with City Standard Drawing No 601. Tree types shall be approved by the City Engineer. Existing trees in unsatisfactory condition shall be replaced.
13. Each parcel shall be served individually upon the development of the parcel with appropriate public utilities required for the type of development within the parcel.
14. Prior to construction of site improvements, a final grading and drainage plan, and an erosion and sediment control plan, prepared by a Civil Engineer, shall be submitted for review and approval by the Department of Public Works. The plan shall include the detailed design of post-construction storm water best management practices (BMPs) in compliance with the City of Ukiah's Phase I Storm Water Permit and the Low Impact Development Technical Design Manual (LID Manual), in effect at the time of development. A Standard Urban Storm Water Mitigation Plan (SUSMP) shall be provided to support the design of the proposed drainage system.
15. All work within the public right-of-way shall be performed by a licensed and properly insured contractor. The contractor shall obtain an encroachment permit for work within this area or otherwise affecting this area. Encroachment permit fee shall be \$45 plus 3% of estimated construction costs.
16. All parcels of the proposed subdivision are subject to payment of park fees pursuant to City Code Section 8400 et seq. Note that park fees are applicable to residential development.

17. The tentative map shall expire twenty-four (24) months from the date of its approval or conditional approval unless extended in accordance with the City of Ukiah Subdivision Ordinance and the Subdivision Map Act.
18. A Parcel Map shall be prepared and submitted to the City Engineer for review and approval, along with payment of all parcel map processing and review fees, and shall be prepared and recorded in a manner consistent with Ukiah Municipal Code requirements.
19. The Parcel Map submitted for recordation shall include all necessary easements or such easements shall be recorded by separate instrument.
20. All taxes now due, or past due, must be paid prior to the approval of the Parcel Map.

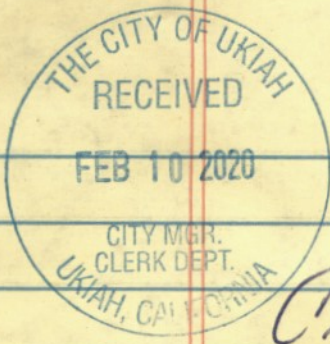
Electric Utility Department Conditions

21. This property location is currently served from existing overhead primary/secondary facilities and may require additional infrastructure to be installed as the parcels get developed in the future.
22. All future site improvements shall be submitted to the Electric Utility Department for review and comment. At this time, specific service requirements, service voltage and developer costs and requirements will be determined.
23. There shall be an easement provided to the EUD for any electric service that transverses through the property or around any City owned Electric equipment.

Pacific Gas & Electric Company General Conditions

24. PG&E does not provide depth information about our existing electric and gas facilities (i.e gas main and services, etc). Underground facilities are generally 24" to 36" deep. However, the depths may have changed due to street reconstruction and general area changes. If, after receiving our maps, you determine depth information is needed to better plan future street improvements, you should pothole or take appropriate action as needed.

Before you start any trenching on your project, please call Underground Service Alert (USA) at 811 at least 48 hours prior to any excavation, to have your work area marked for underground facilities. Call USA (811) to obtain exact location of facilities and pothole to verify depth of our lines (if required). Please note that a standby PG&E employee is required during any excavation within 10 feet of a gas transmission line. If you discover a conflict or if you determine our facilities need to be lowered/raised, please contact your PG&E Representative, file an application online at www.pge.com/customerconnections, or call 877-743-7782.



FEB. 10, 2020

City of Ukiah

City of Ukiah code 1203, Appeal

Re: Appeal of Public Works Directors
Decision To Approve minor
Subdivision in The Block of 500
N. School St., Ukiah, Ca.

ON Behalf of the property
Owners And Tenants of the
500 Block of N. School And Surrounding
Areas, And myself, I Am Appealing
The Public Directors decision to approve
a minor subdivision on N. School
St.

The Letters of opposition on file,
And many more concerned neighborhood
residents Are concerned what effects
A minor subdivision would have. We
Believe a sound compromise is outlined
in The submitted letters.

Respectfully Submitted

Juno Brown
City of Ukiah
Council member.

Additional Concerns:

1) A minor subdivision in this location, would decrease property values for nearby property owners.

Property owners should have the right to protect property values.

2) Flooding in this area is a concern. Three houses on this lot may increase the probability of flooding.



AGENDA SUMMARY REPORT

SUBJECT: Introduction and Adoption of Urgency Ordinance by Title Only, to Establish and Regulate Runway Safety Areas Adjacent to the Ukiah Municipal Airport.

DEPARTMENT: City Attorney

PREPARED BY: Darcy Vaughn, Assistant City Attorney

PRESENTER: Darcy Vaughn, Assistant City Attorney

ATTACHMENTS:

1. Runway Safety Area Urgency Ordinance

Summary: The City Council will consider introducing and adopting an urgency ordinance (“Urgency Ordinance”) establishing and regulating Runway Safety Areas adjacent to the Ukiah Municipal Airport.

Background: There has been an increase in incidents of people entering and remaining on property to the north and south of the runway at the Ukiah Municipal Airport that is maintained by the Airport and reserved and kept vacant for public safety reasons in the event that an aircraft undershoots or overshoots the runway or needs to make an emergency landing. Both these areas are now sites for encampments, and the presence of an assemblage of people at these encampments is a threat to both the safety of inhabitants and the safe operation of the Airport. City staff believes that the best option for ensuring that these areas are kept clear and vacant would be to define these areas as Runway Safety Areas (“RSAs”) and to prohibit entering or remaining in the RSAs without the authorization.

Note that both sections of the RSA are designated Zone A in the 1996 Airport Land Use Plan (ALUP), which prohibits “assemblages of people” in Zone A.

Discussion: The Urgency Ordinance (Attachment 1) adds an Article 7 to Division 6, Chapter 1 of the City Code, to be entitled “Runway Safety Areas”.

Specifically, the Urgency Ordinance defines two areas adjacent to the northern and southern ends of the runway at the Ukiah Municipal Airport as Runway Safety Areas (“RSAs”) to be kept vacant in order to preserve public safety and ensure safe operation of the airport. To accomplish this, the Urgency Ordinance prohibits entering and remaining in the RSAs without written authorization from the Airport Manager or the City Manager. Violation of the Urgency Ordinance is a misdemeanor punishable by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding six (6) months, or by both.

Staff is recommending introduction and adoption of the Urgency Ordinance, which would go into effect immediately.

Recommended Action: Introduce by title only, and adopt an urgency ordinance of the City Council of the City of Ukiah adding Article 7, entitled “Runway Safety Areas” in Division 6, Chapter 1 of the Ukiah City Code.

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:

Approved: 
Sage Sangiacomo, City Manager

ORDINANCE NO. _____

**URGENCY ORDINANCE OF THE CITY COUNCIL OF THE CITY OF
UKIAH ADDING ARTICLE 7 TO DIVISION 6, CHAPTER 1 OF THE
UKIAH CITY CODE**

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

SECTION ONE

Article 7 is hereby added to Division 6, Chapter 1 of the Ukiah City Code and shall read as follows.

ARTICLE 7. RUNWAY SAFETY AREA

§5090 PROHIBITION ON ENTERING AND REMAINING IN THE RUNWAY SAFETY AREA

A. For purposes of this Division, Runway Safety Area, or RSA, shall mean the surface surrounding the Ukiah Municipal Airport runway prepared or suitable for reducing the risk of damage to airplanes in the event of an undershoot, overshoot, or excursion from the runway. The northern portion of the RSA extends from Talmage Road to Hastings Road and consists of Mendocino County Assessor's Parcel Numbers 003-140-42, 003-140-41, and 003-230-04. The southern portion of the RSA extends from the southern end of the Airport runway to the southern edge of the property owned and controlled by the Airport and consists of Mendocino County Assessor's Parcel Numbers 184-070-02, 184-070-03, 184-070-04, 184-070-05, 184-070-06, and 184-070-07.

B. It shall be unlawful to enter and remain in the RSA without submitting a written request for authorization from the Airport Manager or the City Manager and obtaining written authorization from either official. Authorization shall be granted if the person or entity needs access to the RSA in order to perform ground maintenance or to repair any structures in the RSA.

C. The City shall post signs forbidding trespass into the RSA without proper authorization. Signs shall be posted at intervals not less than three signs to a mile along the exterior boundaries of the RSA. Tearing down, mutilating, or destroying any sign or notice forbidding trespass into the RSA shall be a violation of this Article.

§5091 PENALTIES

Any person, firm or corporation who shall violate or refuse to abide by any provision of this chapter or any of the rules and regulations set forth in this Article or any of the provisions or law provided therein or herein, shall be guilty of a misdemeanor and, upon any conviction thereof, shall be punishable by a fine not exceeding five hundred dollars (\$500.00) or by imprisonment not exceeding six (6) months, or by both such fine and imprisonment.

SECTION TWO. URGENCY ORDINANCE

This ordinance is hereby declared to be necessary for the immediate preservation of the public peace, health, and safety and will take effect and be in force upon its adoption by a fourth-fifths

(4/5) vote of the members of the Ukiah City Council. The facts constituting the urgency are as follows:

1. There has been an increase in incidents of people entering and remaining on property to the north and south of the runway at the Ukiah Municipal Airport that is owned by the Airport and reserved and kept vacant for public safety reasons in the event that an airplane landing at the airport undershoots or overshoots the runway or needs to make an emergency landing.
2. The Federal Aviation Administration has established design standards applicable to the Ukiah Municipal Airport and surrounding properties. Airport design standards are intended, in part, to further the Federal Government's policy "that the safe operation of the airport and airway system is the highest aviation priority." [49 USC§ 47101(a)(1)].
3. Both the northern and southern sections of the RSA are designated Zone A in the Airport Land Use Plan, which prohibits "assemblages of people" in Zone A.
4. The City Council finds that the existing regulations governing the land encompassing the RSAs are not adequate at this time to prohibit incursions into the RSA that may threaten the public health, safety, and welfare. The City Council further finds that there is a current and immediate threat to the public health, safety, and welfare presented by entry and assemblage of people, including forming encampments, within the RSAs. In the absence of this Ordinance's immediate effectiveness, the City would be unable to prohibit assemblage in the RSAs, as well as to protect the public health, safety, and welfare from the potential adverse effects of assemblage within the RSAs.

SECTION THREE. FINDINGS. CITY COUNCIL AUTHORITY TO ADOPT ORDINANCE.

1. This Ordinance establishes Runway Safety Areas to the north and south of the runway at the Ukiah Municipal Airport and prohibits entry into these areas without authorization from the Airport Manager. These areas are currently vacant and contain no structures as they have always been reserved for runway safety. The Ordinance will not enact changes in land use regulations.
2. California Government Code § 65853 states that a zoning ordinance or an amendment to a zoning ordinance, in which the ordinance or amendment changes any property from one zone to another or imposes, removes, or modifies any regulation listed in Government Code § 65850, must be subject to a public hearing and recommendations by the Planning Commission prior to introduction of the ordinance by the City Council.
3. The regulations listed in Government Code § 65850 are as follows:
 - (a) Regulate the use of buildings, structures, and land as between industry, business, residences, open space, including agriculture, recreation, enjoyment of scenic beauty, use of natural resources, and other purposes.
 - (b) Regulate signs and billboards.
 - (c) Regulate all of the following:
 - (1) The location, height, bulk, number of stories, and size of buildings and structures.
 - (2) The size and use of lots, yards, courts, and other open spaces.
 - (3) The percentage of a lot which may be occupied by a building or structure.

- (4) The intensity of land use.
- (d) Establish requirements for off-street parking and loading.
- (e) Establish and maintain building setback lines.
- (f) Create civic districts around civic centers, public parks, public buildings, or public grounds, and establish regulations for those civic districts.

6. Because the proposed Ordinance does not regulate any category of regulation enumerated in Government Code § 65850, the introduction and adoption of this Ordinance does not first require a public hearing before and recommendations from the Planning Commission.

SECTION FOUR

1. CEQA COMPLIANCE. The adoption of this Ordinance is not subject to CEQA pursuant to Sections 15060(c)(2) and 15061(b)(3) of the State CEQA Guidelines, because it will not result in a direct or reasonably foreseeable indirect physical change in the environment and because there is no possibility that it may have a significant effect on the environment.

2. SEVERABILITY. If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby. The City Council hereby declares that it would have adopted this Ordinance and any section, subsection, sentence, clause or phrase thereof irrespective of the fact that any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional or otherwise invalid.

Introduced and Adopted on March 4, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: _____

ATTACHMENTS:

1. 2020 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Crane

Approved: 
Sage Sangiacomo, City Manager

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.		Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 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	Mulheren	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA		Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5		IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers		Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena		Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport		Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei, Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced		419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall		Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA		County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White, Director of Water Resources; 463-5712 swhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)		Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley, Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA		431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton, Museum Director; 467-2836 dburton@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Noble Waidelich, Police Lieutenant	Noble Waidelich , Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIANS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION		MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Adventist Health Community Advisory Council	Quarterly: Aug. 27, 6:45 a.m. Nov 5, 6:45 a.m.	275 Hospital Drive Ukiah, CA 95482		275 Hospital Drive Ukiah, CA 95482 707-463-7623 Allyne Brown - Allyne.Brown@ah.org	Provides the Adventist Health Ukiah Valley (AHUV) Governing Board and Administration with advice, support, and suggestions on matter of importance to Mendocino, Lake and Sonoma Counties.	Brown	Kristine Lawler , City Clerk, 463-6217 klawler@cityofukiah.com
League of California Cities Redwood Empire Legislative Committee	Prior to Division Meetings, meets 3x in person and then via conference call	Various locations that are announced		Redwood Empire League President; Public Affairs Program Manager (916) 658-8243	Elected city officials and professional city staff attend division meetings throughout the year to share what they are doing and advocate for their interests in Sacramento	Mulheren Brown- Alternate	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
City Selection Committee	Called as required by the Clerk of the Board	BOS Conference Room 501 Low Gap Rd. Rm. 1090 Ukiah, CA		C/O: BOS 501 Low Gap Rd., Rm 1090 Ukiah, CA 95482 463-4441	Makes appointments to LAFCO and Airport Land Use Commission	Mayor	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Investment Oversight Committee	Varies	Civic Center 300 Seminary Ave. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	Reviews City investments, policies, and strategies	Crane Alan Carter , Treasurer	Dan Buffalo , Director of Finance; 463-6220 dbuffalo@cityofukiah.com
Library Advisory Board	3rd Wednesdays of alternate months (beginning January), 1:00 p.m.	Various Mendocino County Libraries		Ukiah County Library 463-4491	Review library policy and activities	Mulheren	Kristine Lawler , City Clerk; 463-6217; klawler@cityofukiah.com
Ukiah Players Theater Board of Directors	3rd Tuesday of month, 6:00 p.m	1041 Low Gap Rd Ukiah, CA 95482 462-1210		1041 Low Gap Rd Ukiah, CA 95482 462-1210	To oversee the activities, organization and purpose of the Ukiah Players Theater	Greg Owen , Airport Manager (appointed 12/19/18)	Kristine Lawler , City Clerk; 463-6217 klawler@cityofukiah.com
Ukiah Unified School District (UUSD) Committee	Quarterly	511 S. Orchard, Ste. D Ukiah, CA 95482		511 S. Orchard Ukiah, CA 95482	Information exchange with UUSD Board Chair, Mayor, Superintendent, and City Manager	Mayor, City Manager and Police Chief	Sage Sangiacomo , City Manager; 463-6221 ssangiacomo@cityofukiah.com
Russian River Flood Control District (RRFCD) Liaison	1st Monday of month, 5:30 p.m.	151 Laws Ave., Suite D Ukiah, CA		151 Laws Ave., Ukiah, CA 95482; rrfc@pacific.net; 462-5278	Proactively manage the water resources of the upper Russian River for the benefit of the people and environment of Mendocino County	Mulheren/Orozco White (appointed 12/19/18)	Sean White , Director of Water Resources; 463-5712 swhite@cityofukiah.com
HHSA Advisory Board	2nd Wednesday of month; 9:00 a.m.	Big Sur Room County Department of Social Services		Executive Director Jackie Williams - 462-1934 c/o Ford St. Project 139 Ford St. Ukiah CA 95482	Discussions and possible work on health and human service issues	Brown - Liaison	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino County Local Area Formation Commission (LAFCO)	1st Monday of month, 9:00 a.m.	Board of Supervisors Chambers		Executive Director 200 S. School Street, Ste. 2 Ukiah, CA 95482 463-4470	Required by legislation - planning spheres of influence, annexation, service areas, and special districts	(positions not active) Crane Mulheren- Alternate	Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County Airport Land Use Commission	As needed	BOS Conference Room 501 Low Gap Rd., Rm. 1090, Ukiah, CA		Mendocino County Executive Office 501 Low Gap Rd. Rm. 1010 Ukiah, CA 95482	To formulate a land use compatibility plan, provide for the orderly growth of the airport and the surrounding area, and safeguard the general welfare of the inhabitants within the vicinity	Owen/Schlatter	Greg Owen , Airport Manager; 467-2855; gowen@cityofukiah.com Craig Schlatter , Director of Community Development; 463-6219; cschlatter@cityofukiah.com
Mendocino County 2nd District Liaison	1st Wednesdays of month, 8:00 a.m.	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482		Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the City's 2nd District Supervisor	Brown Crane- Alternate	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

LOCAL/COUNTY/REGIONAL/LIASENS OnGoing One or Two Council and/or Staff	MTG DATE/TIME	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Fire Executive Committee	2nd Wednesdays of month, 3:45 p.m.	Ukiah Valley Conference Center, 200 S. School Street Ukiah, CA	Stephanie Abba Civic Center 300 Seminary Ave. Ukiah, CA 95482 sabba@cityofukiah.com	Per the recently adopted agreement between the City of Ukiah and the Ukiah Valley Fire Protection District	Orozco/Brown	Doug Hutchison, Fire Chief ; 463-6263; dhutchison@cityofukiah.com
Mendocino County 5th District Liaison	Monthly; TBD	Civic Center Annex conference room #5 411 West Clay St. Ukiah, CA 95482	Civic Center 300 Seminary Ave. Ukiah, CA 95482	To coordinate activities and policy development with the County's 5th District Supervisor	Brown	Sage Sangiacomo , City Manager; 463-6221; ssangiacomo@cityofukiah.com

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