



City Council
Regular Meeting
AGENDA

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

Please join my meeting from your computer, tablet or smartphone.

<https://global.gotomeeting.com/join/779694653>

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Access Code: 779-694-653

April 1, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

URGENCY ITEM

- a. Introduction and Adoption of Urgency Ordinance Establishing Administrative Penalties For Violations of the County Health Officer's Orders Pertaining to the COVID-19 Pandemic.

Recommended Action: 1) Discuss and introduce, waive reading of, and adopt Urgency Ordinance establishing administrative penalties for violations of the County Health Officer's orders pertaining to the COVID-19 pandemic; and 2) authorize Mayor to sign same.

Attachments:

1. COVID-19 Order Admin Enforcement Urgency Ordinance

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- 5.a. Approval of the Minutes for the March 18, 2020, Special and Regular Meetings.

Recommended Action: Approve the Minutes of March 18, 2020, Special and Regular Meetings, as submitted.

Attachments:

1. 2020-03-18 Draft Minutes

6. **RIGHT TO APPEAL DECISION**

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

7. **CONSENT CALENDAR**

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

- 7.a. Request Approval of Revision to the Insurance Requirements for the Tayman Park Golf Group Lease Agreement, and Request Authorization for the City Manager to Negotiate and Execute an Amendment with the Contractor.

Recommended Action: Approve the revision to the insurance requirements for the Tayman Park Golf Group Lease Agreement, and request authorization for the City Manager to negotiate and execute an amendment with the contractor.

Attachments:

1. Exhibit I Insurance Revised
2. Addendum No 6 draft

- 7.b. Adoption of a Resolution Terminating the Proclamation of a Local Emergency from the February 2019 Winter Storms.

Recommended Action: Adopt Resolution terminating the proclamation of a local emergency related to the 2019 winter storm events.

Attachments:

1. Resolution Terminating Local Emergency Proclamation

- 7.c. Approval of Notice of Completion for the Ukiah Landfill Storm Damage Repairs, Specification No. 19-14.

Recommended Action: Approve the Notice of Completion for the Ukiah Landfill Storm Damage Repairs, Specification No. 19-14.

Attachments:

1. Notice of Completion - Spec 19-14

- 7.d. Approve Budget Amendments for Expenditures Related to the State of California Department of Housing and Community Development Home Investment Partnerships Program (HOME) Award, Standard Agreement #18-HOME-12560, for the Ukiah Senior Apartments Project.

Recommended Action: Approve budget amendments for expenditures related to the State of California Department of Housing and Community Development HOME Award, Standard

Agreement #18-HOME-12560, for the Ukiah Senior Apartments project.

Attachments:

1. CC Reso 2018-20 - Authorizing Application for Home Investment Program
2. City of Ukiah 18-HOME-12560 AUGF

- 7.e. Approval of Contract with W-Trans for the Design of a Traffic Signal at the Intersection of East Gobbi Street and Waugh Lane in the Amount of \$64,650.

Recommended Action: Approve a contract with W-Trans for the Design of a Traffic Signal at the Intersection of East Gobbi Street and Waugh in the Amount of \$64,650.

Attachments:

1. RFP- Gobbi Street-Waugh Lane Traffic Signal DesignFINAL
2. W-Trans Proposal for Gobbi-Waugh Traffic Signal Design

- 7.f. Police Department Annual Report Review.

Recommended Action: Council will receive the Ukiah Police Department's Annual Report for 2019, and review the Department's performance and objectives.

Attachments:

1. Police Department Crime Overview Charts
2. Police Department 2019 Annual Report

- 7.g. Approval of Notice of Completion for El Dorado Lift Station Replacement, Specification 19-13.

Recommended Action: 1. Accept the work as complete.

2. Direct the City Clerk to file the Notice of Completion with the County Recorder for El Dorado Lift Station Replacement, Specification No.19-13.

Attachments:

1. Notice of Completion_Spec19-13
2. Contract No. 1920-108
3. CCO 1_Executed_24JAN2020
4. Subcontractor Addition_10JAN2020

- 7.h. Notification of Contract with Bridges Restoration LLC, dba West Coast Fire & Water for On-Call Emergency Clean-up Services in the Amount of \$20,000.

Recommended Action: Receive report regarding a contract with Bridges Restoration LLC, dba West Coast Fire & Water for on-call emergency clean-up services in the amount of \$20,000, and authorize further amending the agreement to allow for use as needed, without a not-to-exceed amount.

Attachments:

1. Contract 1920-237 West Coast Fire & Water - Cleaning Services - Copy
2. Draft Amendment 1 - C #1920237

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)

12. UNFINISHED BUSINESS

- 12.a. Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community Impacts; and Any Other Related Matters.

Recommended Action: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community impacts; and any other related matters.

Attachments: None

13. NEW BUSINESS

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

Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2020 City Council Special Assignments

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

14.a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

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: Onetogether 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.

Kristine Lawler
City Clerk

Dated: March 27, 2020

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special and Regular Meeting
CIVIC CENTER COUNCIL CHAMBERS
300 Seminary Avenue
Ukiah, CA 95482
March 18, 2020
4:30 p.m.**

Meeting also held by teleconference per Governor Executive Order N-25-20

REGULAR AND SPECIAL MEETINGS:

1. ROLL CALL

The Special Meeting noticed on March 13, 2020, was cancelled due to COVID-19 meeting complications. The Ukiah City Council met at the Regular Meeting, by both the physical location and through a teleconference system per the Governor's Executive Order N-25-20, on March 18, 2020, having been legally noticed on March 13, 2020. Mayor Crane called the meeting to order at 6:09 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Brown.

4:30 - BUDGET WORKSHOP (Cancelled due to COVID-19 meeting complications)

a. Five-Year Capital Improvement Program (CIP) Overview and Draft Update for Fiscal Year 2020/2021.

This item was cancelled.

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

This item was cancelled.

URGENCY ITEM

URGENCY ITEM - Ratification of a Resolution Declaring a Local Emergency Related to Novel Coronavirus, COVID-19, and Receive a Status Report.

Presenter: Sage Sangiacomo, City Manager.

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

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

The Clerk stated that all communications were distributed.

5. APPROVAL OF MINUTES

- a. Approval of the Minutes for the March 4, 2020, Special and Regular Meetings.**
- b. Approval of the Minutes for the March 11, 2020, Special Meeting.**

Motion/Second: Brown/Mulheren to approve Minutes of March 4, 2020, a special and regular meeting; and the Minutes of March 11, 2020, an adjourned 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 February, 2020 – *Finance*.
- b. Consideration of Adoption of Resolution (2020-12) Appointing Roger Harvey Vincent to the Parks, Recreation, and Golf Commission – *City Clerk*.
- c. Report of the Acquisition of an Emergency Traffic Signal Cabinet Replacement from DC Electric Group in the Amount of \$14,000, and Approval of Corresponding Budget Amendment – *Public Works*.
- d. Approval of Financial Contribution in the Amount of \$25,000 to the Inland Water and Power Commission for Legal Services related to the Potter Valley Project – *Public Works*.
- e. Approval of Plans and Specifications for the Replacement of Pressure Zone 2 South Reservoir, and Authorize Staff to issue Bids for Specification No 20-02 – *Water Resources*.
- f. Approve the Purchase of a New 2020 Ford Fusion SE Hybrid from Redwood Ford in the Amount of \$26,243.87, and Corresponding Budget Amendment – *Finance*.

Motion/Second: Brown/Scalmanini to approve Consent Calendar Items 7a-7f, 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

No public comment was received.

9. COUNCIL REPORTS

Presenters: Councilmembers Mulheren and Scalmanini, and Vice Mayor Orozco.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager.

11. PUBLIC HEARINGS (6:15 PM)

12. UNFINISHED BUSINESS

- a. Water Supply Workshop Update and Status of Pending Change Petition.**
Postponed by Department until an in-person presentation can be given.

b. Award of Bid to Gregg Simpson Trucking in the Amount of \$70,020 for the Dora Street ADA Improvement Project, Specification No. 19-19.

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

Motion/Second: Brown/Scalmanini to award (*COU No. 1920-235*) of Bid to Gregg Simpson Trucking in the Amount of \$70,020.00 for the Dora Street ADA Improvement Project, Specification No. 19-19, and approve corresponding budget amendment. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Receive Report on the Annual Progress of Implementation of the 2014-2019 Housing Element and 1995 (Current) Ukiah Valley General Plan; and Provide Additional Direction as Necessary.

Presenter: Craig Schlatter, Community Development Director.

Motion/Second: Brown/Scalmanini to accept and approve the report. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

d. Award a Contract to GHD for Technical Support for the Downtown Utility Upgrade and Electrical Underground Project in the Amount of \$182,505.00, and for the Downtown Streetscape and Road Diet Project in the Amount of \$280,805.50, for a Total Contract Amount of \$463,310.50, and Approve Corresponding Budget Amendments.

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

Public Comment: Richard Shoemaker.

Motion/Second: Scalmanini/Brown to award a contract (*COU No. 1920-236*) to GHD Engineering for technical support as a part of the overall Downtown Streetscape Project in the amount of \$463,310.50 and approve corresponding budget amendments. 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. Adoption of Resolution of the City Council Authorizing Use of Digital and Electronic Signatures for Internal and External Activities, Documents, and Transactions.

Presenter: Darcy Vaughn, Assistant City Attorney.

Motion/Second: Mulheren/Scalmanini to adopt a Resolution (*2020-13*) of the City Council Authorizing Use of Digital and Electronic Signatures for Internal and External Activities, Documents, and Transactions. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

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

Presenter: Councilmember Scalmanini.

Council Consensus to request staff to meet with the Marbut Study Ad Hoc to discuss other issues concerning homelessness and report back to Council with either a recommendation or an outcome from that discussion.

c. URGENCY ITEM - Ratification of a Resolution Declaring a Local Emergency Related to Novel Coronavirus, COVID-19, and Receive a Status Report.

Presenter: Sage Sangiacomo, City Manager.

Motion/Second: Brown/Mulheren to ratify a resolution (2020-14) declaring a local emergency related to the Novel Coronavirus, COVID-19, and receive a status report. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

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: Onetogether 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

No Closed Session was held.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 7:21 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Request Approval of Revision to the Insurance Requirements for the Tayman Park Golf Group Lease Agreement, and Request Authorization for the City Manager to Negotiate and Execute an Amendment with the Contractor.

DEPARTMENT: City Manager / Admin **PREPARED BY:** Maya Simerson, Project & Grant Administrator
PRESENTER: Consent Calendar

ATTACHMENTS:

1. Exhibit I Insurance Revised
2. Addendum No 6 draft

Summary: Tayman Park Golf Group is under contract with the City of Ukiah to manage and operate the Ukiah Valley Golf Course and has requested a modification to the insurance requirement for their lease in an effort to retain insurance coverage on the property.

Background: The Ukiah Valley Golf Course has been operated by Tayman Park Golf Group (TPGG) since 2005. Negotiations over the past few years have resulted in major improvements to the golf course facilities. The City of Ukiah and TPGG have demonstrated that the agreement is successful and beneficial for both parties and the community. Unfortunately, recent wildfires near our community have pushed the property leased by TPGG into a very high fire rated zone. This high fire rating made obtaining property insurance last year very difficult. With the additional fires last year adding to the pressure being felt by the insurance companies, the possibility of securing property insurance this year is in jeopardy.

Discussion: Staff has worked with the City's insurance provider, the Redwood Empire Municipal Insurance Fund (REMIF), and the provider for TPGG to explore what options would be available to keep the property protected. The proposed revision to the insurance requirements for TPGG (Attachment #1) keeps the minimum scope of insurance and the minimum limits of insurance the same on the entire policy with the exception of a change to the Property Insurance item I.C and II.C.

In an effort to make the property more likely to be eligible for coverage, Staff proposes reducing the required limit for Wildfire Peril Liability to \$500,000. This amount would cover the cost of the deductible the City would be required to provide to REMIF should a wildfire damage the property. Any damages above and beyond \$500,000 would then be covered by REMIF and/or be eligible for reimbursement from FEMA should the incident trigger an 'emergency' status.

This modification has no annual fiscal impact to the City of Ukiah and, should a wildfire damage the golf course, the property will be fully covered by both the coverage provided by TPGG and REMIF.

Staff supports the recommendation to modify the insurance requirements and authorize the City Manager to negotiate and execute a sixth amendment to the lease agreement with Tayman Park Golf Group. The draft amendment is attached as Attachment #2.

Recommended Action: Approve the revision to the insurance requirements for the Tayman Park Golf Group Lease Agreement, and request authorization for the City Manager to negotiate and execute an amendment with the contractor.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Sage Sangiacomo, City Manager, Tami Bartolomei, Community Services Administrator, and David Rapport, City Attorney

Approved: 
Sage Sangiacomo, City Manager

INSURANCE REQUIREMENTS FOR LESSEE

Exhibit I

Lessee 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 Lessee's operation and use of the leased premises. The cost of such insurance shall be borne by the lessee.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. **Insurance Services Office Commercial General Liability** coverage (Form No. CG 20 10 10 01).
- B. **Workers' Compensation** insurance as required by the State of California and Employer's Liability insurance (for lessees with employees).
- C. **Property insurance:** One policy with separate policy limits for (i) all risks of loss, except wildfires and (ii) for risk of loss from wildfire. Coverage limited to City owned structures and personal property. All proceeds of insurance must be payable to City.
- D. **Insurance Services Office Automobile Coverage** (Form No. CA 0001 (Ed. 1/87), Code 1; "any auto").

II. Minimum Limits of Insurance

Lessee shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. Insurance must be written on an occurrence basis.
- B. Employer's Liability: \$2,000,000 per accident for bodily injury or disease.
- C. Property Insurance: For the portion of the property insurance under Section I.C(i), full replacement cost with no coinsurance penalty provision and under I.C(ii), full replacement cost with no coinsurance penalty up to a policy limit of \$500,000.
- D. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED INSURANCE PROVISIONS

Proof of **General Liability and Automobile Liability** policies are to contain, or **be endorsed** to contain, the following provisions:

- A. The City, its officers, officials, employees and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out automobiles owned, leased, hired or borrowed by or on behalf of the Lessee; and with respect to liability arising out of ownership, maintenance or use of that part of the premises leased to the lessee.
- B. **The Workers' Compensation policy is to be endorsed with a waiver of subrogation.** The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured.
- C. The lessee's insurance coverage shall be **primary insurance** with respect to the City, its officers, officials, employees and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Lessee's insurance and shall not contribute with it.
- D. Each insurance policy required by this clause shall be endorsed to state that coverage shall **not be canceled** by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given the City.

V. Rating – Acceptability of Insurers

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

VII. Verification of Coverage

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

If you have questions regarding our insurance requirements contact:

Risk Manager
(707)-463-6287 Fax: (707) 463-6204

ADDENDUM NO. 6 TO UKIAH MUNICIPAL GOLF COURSE LEASE AGREEMENT

This Agreement (“Addendum No. 6”) entered in Ukiah, California on April __, 2020 (“Effective Date”), amends the Municipal Golf Course Lease Agreement (“Lease”), dated July 1, 2012, between the City of Ukiah (“Lessor” or “City”), a general law municipal corporation, and Tayman Park Golf Course Group, Inc. (“Lessee” or “TPGG”), a corporation in good standing under the laws of the State of California, as amended by Addendum No. 3, dated March 13, 2018, Addendum No. 4, dated October 17, 2018, and Addendum No. 5, dated October 2, 2019. Except as expressly amended by this Addendum No. 6, all other terms and conditions of the Lease, as amended by Addenda Nos. 3, 4 and 5 remain in full for and effect.

AGREEMENT:

Exhibit I to the Lease is hereby replaced by the revised Exhibit I attached hereto.

WHEREFORE, the Parties have entered this Addendum No. 6 on the Effective Date.

City of Ukiah:

By: _____
Sage Sangiacomo, City Manager

Attest:

Kristine Lawler, City Clerk

Approved as to form:

David J. Rapport, City Attorney

TAYMAN PARK GOLF GROUP, INC.,
Lessee

By: _____

Its:

Attached: Exhibit I (revised)



AGENDA SUMMARY REPORT

SUBJECT: Adoption of a Resolution Terminating the Proclamation of a Local Emergency from the February 2019 Winter Storms.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Resolution Terminating Local Emergency Proclamation

Summary: City Council will consider adopting a resolution terminating the local emergency related to the 2019 Winter Storm Events.

Background: On February 27, 2019, under the authority in Ukiah City Code Section 5125, the Director of Emergency Services ("Director") proclaimed the existence of a local emergency ("Emergency Proclamation") as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City").

On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Emergency Proclamation and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council.

Based on the emergency conditions and the threat to public health and safety, a contract to repair the percolation bonds at the City's Wastewater Treatment Plant was awarded to Ghilotti Construction without competitive bidding under the authority of Public Contract Code Section 22050.

On March 20, 2019 and at every other regular meeting between April 3, 2019 – January 15, 2020, the City Council reviewed the local emergency and found that circumstances required the continuance of the Emergency Proclamation to allow for the completion and acceptance of the emergency repairs.

Discussion: On February 28, 2020, contract work for emergency repairs to the perk pond at the Wastewater Treatment plant was completed, and the need for continuing the local emergency has ended.

Staff has been working with FEMA and Cal OES preparing and submitting documentation for damage and response reimbursement costs in the amount of \$1,084,699 which is inclusive of all damages for the event including emergency response, water basin repair, perk pond levee repair, recycled water liner repair and drainage repair at the golf course. Note the drainage repair is obligated and will be completed in the upcoming months.

Staff is recommending Council adopt the Resolution (Attachment 1) ending the local emergency.

Recommended Action: Adopt Resolution terminating the proclamation of a local emergency related to the

2019 winter storm events.

BUDGET AMENDMENT REQUIRED: N/A

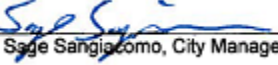
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH TERMINATING
PROCLAMATION OF LOCAL EMERGENCY**

WHEREAS:

1. On February 27, 2019, under the authority of Ukiah City Code Section 5125, the Director of Emergency Services ("Director") proclaimed the existence of a local emergency ("Emergency Proclamation") as a result of conditions created by the severe winter storm affecting the City of Ukiah ("City"); and
2. On March 6, 2019, City Council adopted Resolution 2019-8 ratifying the Emergency Proclamation and ordered that said local emergency shall be deemed to continue to exist until its termination is proclaimed by the City Council; and
3. Based on the emergency conditions and the threat to public health and safety a contract to repair the percolation bonds at the City's Wastewater Treatment Plant was awarded to Ghilotti Construction without competitive bidding under the authority of Public Contract Code Section 22050; and
4. On March 20, 2019, and at every other regular meeting between April 3, 2019 – January 15, 2020, the City Council reviewed the local emergency and found that circumstances required the continuance of the Emergency Proclamation to allow for the completion and acceptance of the emergency repairs; and
5. On February 28, 2020, the contract work for the emergency repairs was completed and accepted by the City; and
6. The City Council finds that the need for continuing the local emergency has ended, and termination of the Emergency Proclamation as of April 1, 2020 is the earliest practical date when the proclamation could be terminated;

NOW, THEREFORE, BE IT RESOLVED that the City Council of Ukiah, State of California, does hereby terminate the Emergency Proclamation.

PASSED AND ADOPTED this 1st day of April 2020 following roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for the Ukiah Landfill Storm Damage Repairs, Specification No. 19-14.

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

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Notice of Completion - Spec 19-14

Summary: Council will Consider Approval of Notice of Completion for the Ukiah Landfill Storm Damage Repairs, Specification No. 19-14.

Background: On August 21, 2019, Council awarded a contract to Diamond D Construction, LLC in the amount of \$55,949.50 for Storm Damage Repairs at the Ukiah Landfill property. In general, the work involved was regarding damaged areas on the Landfill and the addition of some storm drainage facilities to avoid this issue in the future.

Discussion: Work on this project was completed in substantial conformance on November 8, 2019. At this time Staff is requesting approval of the Notice of Completion (Attachment #1) which will be filed with the County Recorder's office so the retention can be released.

Recommended Action: Approve the Notice of Completion for the Ukiah Landfill Storm Damage Repairs, Specification No. 19-14.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 70024500.52100- \$550,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Landfill Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1920-118

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 Ukiah Landfill Storm Damage Repairs Project, Specification No. 19-14 of all said owners is that of fee simple.
3. That on the 8th day of November, 2019, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Diamond D Construction, LLC, 650 Blue Oak Drive, Ukiah, CA 95482.
5. That the real property herein referred to is described as the Ukiah Landfill Property in Mendocino County, California located at 3100 Vichy Springs Road.

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



AGENDA SUMMARY REPORT

SUBJECT: Approve Budget Amendments for Expenditures Related to the State of California Department of Housing and Community Development Home Investment Partnerships Program (HOME) Award, Standard Agreement #18-HOME-12560, for the Ukiah Senior Apartments Project.

DEPARTMENT: Community
Development

PREPARED BY: Craig Schlatter, Community Development
Director

PRESENTER: Consent item

ATTACHMENTS:

1. CC Reso 2018-20 - Authorizing Application for Home Investment Program
2. City of Ukiah 18-HOME-12560 AUGF

Summary: Council will consider approval of budget amendments for expenditures related to the State of California Department of Housing and Community Development (HCD) HOME Award, Standard Agreement #18-HOME-12560, for the Ukiah Senior Apartments project.

Background: On July 18, 2018, Council adopted Resolution No. 2018-20 (Attachment 1), authorizing the submission of an application to the State Home Investment Partnerships Program (HOME) to assist in financing the construction of Ukiah Senior Apartments, a 31-unit affordable senior rental housing project to be located at 763 South Oak Street. The City received notification from the State Department of Housing and Community Development (HCD) on February 11, 2019 of an award for the maximum funding amount, \$5.1 million.

Since notification of the award, City Staff have been working in partnership with the developer of the future project, AMG & Associates and The Pacific Companies, as well as State HOME Program representatives, to complete required project set-up conditions and federal requirements, including environmental review. On February 23, 2020, the City received an Authority to Use Grant Funds (Attachment 2) for the \$5.1 million HOME award from HCD. Although the City has not yet received the standard agreement for the award, work between Staff and the developer since February 2019 to clear all future conditions and the Authority to Use Grant funds issued by HCD effectually make the standard agreement an administrative step.

Council approval of a budget amendment is sought at this stage so that upon receipt and execution of the standard agreement, the City and developer can immediately move to a construction loan closing and the developer can start construction activities. Construction is anticipated to begin in May or June.

Discussion: \$5 million of the award will be disbursed by the City to the developer as a construction loan for construction of Ukiah Senior Apartments. Upon project completion, the construction loan converts to a long-term (55-year) permanent loan. \$100,000 of the award will be utilized by City Staff to coordinate construction activities related to disbursement of HOME funding and to ensure compliance with HOME requirements.

Although City-incurred expenses of the project will be fully reimbursed through the HOME program, a budget appropriation still needs to be approved by Council in order to expend HOME funds on the activities.

The following are the accounts followed by the recommended amounts for budget amendment approval.

61300000.43209.H4709 – GRANTS (HCD Grant Funds): \$5,100,000

Home Account: 61323400.59500.H4709 – LOANS ISSUED: \$5,000,000

Community Development (Gen Admin Reimbursement): 61323400.52134.H4709 – GENERAL ADMIN:
\$100,000

Community Development (Gen Admin Reimbursement): 10023100.44830.H4709 – REIMBURSABLE JOBS:
\$100,000

Recommended Action: Approve budget amendments for expenditures related to the State of California Department of Housing and Community Development HOME Award, Standard Agreement #18-HOME-12560, for the Ukiah Senior Apartments project.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: \$0

PROPOSED BUDGET AMOUNT: 61300000.43209.H4709: \$5,100,000; 61323400.59500.H4709:
\$5,000,000; 61323400.52134.H4709: \$100,000; 10023100.44830.H4709: \$100,000

FINANCING SOURCE: Grant Funds

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Daniel Buffalo, Finance Director; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2018-20

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING THE SUBMITTAL OF AN APPLICATION TO THE CALIFORNIA STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT FOR FUNDING UNDER THE HOME INVESTMENT PARTNERSHIPS PROGRAM; AND IF SELECTED, THE EXECUTION OF A STANDARD AGREEMENT, ANY AMENDMENTS THERETO, AND OF ANY RELATED DOCUMENTS NECESSARY TO PARTICIPATE IN THE HOME INVESTMENT PARTNERSHIPS PROGRAM.

WHEREAS, The California Department of Housing and Community Development (the "Department") is authorized to allocate HOME Investment Partnerships Program ("HOME") funds made available from the U.S. Department of Housing and Urban Development ("HUD"). HOME funds are to be used for the purposes set forth in Title II of the Cranston-Gonzalez National Affordable Housing Act of 1990, in federal implementing regulations set forth in Title 24 of the Code of Federal Regulations, part 92, and in Title 25 of the California Code of Regulations commencing with section 8200; and

WHEREAS, on June 5, 2018, the Department issued a Notice of Funding Availability announcing the availability of funds under the HOME program (the "NOFA"); and

WHEREAS, in response to the June 2018 HOME NOFA, City of Ukiah, a political subdivision of the State of California (the "Applicant"), wishes to apply to the Department for, and receive an allocation of, HOME funds.

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

Section 1

In response to the June 2018 HOME NOFA, the Applicant shall submit an application to the Department to participate in the HOME program and for an allocation of funds not to exceed Five Million One Hundred Thousand Dollars (\$5,100,000) for the following activities:

31-Unit Affordable Senior Rental Housing Apartment Complex	\$5,000,000
Activity Delivery	\$ 50,000
General Administration	\$ 50,000
Total	\$5,100,000

Project activities will be located in the City of Ukiah.

Section 2

If the application for funding is approved, then the Applicant hereby agrees to use the HOME funds for eligible activities in the manner presented in its application as approved by the Department in accordance with the statutes and regulations cited above. The Applicant may also execute a standard agreement, any amendments thereto, and any and all other documents or instruments necessary or required by the Department or HUD for participation in the HOME program (collectively, the required documents).

Section 3

The applicant authorizes the City Manager or his/her designee(s) to execute, in the name of the applicant, the required documents.

PASSED AND ADOPTED at a regular City Council meeting held on July 18, 2018, by the following roll call vote:

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


Kevin Doble, Mayor

ATTEST:

Kristine Lawler, City Clerk

Authority to Use Grant Funds

U.S. Department of Housing
and Urban Development
Office of Community Planning
and Development

To: (name & address of Grant Recipient & name & title of Chief Executive Officer)

Craig Schlatter
City of Ukiah
300 Seminary Avenue
Ukiah, CA 95482

Copy To: (name & address of SubRecipient)

We received your Request for Release of Funds and Certification, form HUD-7015.15 on

January 9, 2020

Your Request was for HUD/State Identification Number

2018-HOME-12560

All objections, if received, have been considered. And the minimum waiting period has transpired.

You are hereby authorized to use funds provided to you under the above HUD/State Identification Number.

File this form for proper record keeping, audit, and inspection purposes.

Ukiah Senior Apartments is a 31-unit multi-family rental new construction project located at the NE corner of, S. Oak Street and W. Gobbi Street, Ukiah, in Mendocino County, CA.

The project will be a mix of 27 one-bedroom units and 4 two-bedroom units. Common areas will include an office, spacious community room, exercise room, and a kitchen. the project will include one three-story residential building serviced with an elevator. The type of construction will be wood frame supported by a perimeter foundation with concrete slab flooring. The proposed project will provide affordable housing for seniors earning up to 60% of the area median income for Mendocino County.

The total estimated development cost is \$10,400,000 including \$5,100,000 of HOME Program funds. Additional Sources of funding include Boston Capital Finance and Tax Credit Equity.

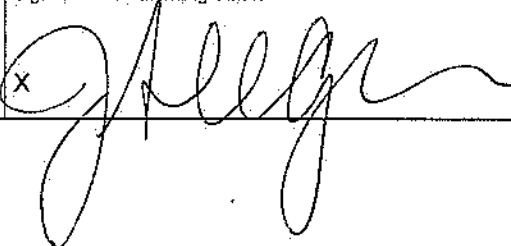
Typed Name of Authorizing Officer

Jennifer Seeger

Title of Authorizing Officer

Acting Deputy Director, Financial Assistance

Signature of Authorizing Officer



Date (mm/dd/yyyy)

2/23/2020

Previous editions are obsolete.

form HUD-7015.16 (2/94)
ref. Handbook 6513.01



AGENDA SUMMARY REPORT

SUBJECT: Approval of Contract with W-Trans for the Design of a Traffic Signal at the Intersection of East Gobbi Street and Waugh Lane in the Amount of \$64,650.

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

ATTACHMENTS:

1. RFP- Gobbi Street-Waugh Lane Traffic Signal DesignFINAL
2. W-Trans Proposal for Gobbi-Waugh Traffic Signal Design

Summary: Council will consider approving a contract with W-Trans for the design of a traffic signal at the intersection of East Gobbi Street and Waugh Lane in the amount of \$64,650.

Background: The City completed a Citywide Circulation Study in 2007. As part of the study, it recommended the construction of either a roundabout or traffic signal at the intersection of East Gobbi Street and Waugh Lane. Given the lack of right of way required for a roundabout at this intersection, a traffic signal is the superior alternative to improve traffic circulation and conflicts along this critical east/west corridor.

Discussion: The City applied for funds through the Mendocino Council of Governments (MCOG) in the 2011 Regional Improvement Program (RIP) and was awarded a total of \$716,000 with \$72,000 being a City match for the grant program.

Staff prepared and released a Request for Proposal (Attachment 1). Proposals were received until March 13, 2020, at this time two proposals were received from W-Trans (Attachment 2) and GHD.

Staff reviewed and scored the proposals and found W-Trans to be the most eligible firm, mostly based on the short time frame they will need to complete the design in order for the City to meet the timeline for funding as well as their experience on these types of projects. Their cost proposal is \$64,650 with is less than the \$72,000 allowed for in the RIP funding Program.

Staff is therefore recommending awarding a contract to W-Trans in the amount of \$64,650.

Recommended Action: Approve a contract with W-Trans for the Design of a Traffic Signal at the Intersection of East Gobbi Street and Waugh in the Amount of \$64,650.

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: 50924210.80230 PC 18029- \$72,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: MCOG

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

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

Approved: 
Sage Sangiacomo, City Manager



**PUBLIC WORKS DEPARTMENT
REQUEST FOR PROPOSAL**

**DESIGN OF TRAFFIC SIGNAL AT
THE INTERSECTION OF EAST
GOBBI STREET AND WAUGH LANE**

PROPOSAL DUE: MARCH 13, 2020 AT 2:00 PM

GENERAL INFORMATION / PROJECT LOCATION

The City of Ukiah (City) with a population of 16,075 people, is located approximately 115 miles north of San Francisco, CA on the US Highway 101 corridor. Ukiah is the retail service hub to an area reaching a 50-mile perimeter and experiences a daytime service population exceeding 35,000 people.

The City has received funding for the Design and Construction of a new traffic signal at the intersection of East Gobbi Street and Waugh Lane. This is a three-way intersection currently controlled by a three-way STOP. This project is being funded through the Caltrans Statewide Transportation Improvement Program (STIP).

PROJECT INFORMATION AND SCHEDULE

The City would like to construct this project in the Summer or Fall of 2020 in order to meet the funding requirements. In addition, the City owns its own Electric Utility which will serve the intersection.

SCOPE OF SERVICES

- Perform field surveys and limited topographic mapping as required to design the traffic signal construction project, prepare final construction plans ready for bid advertising, prepare technical specifications and quantity estimates for the work, provide a detailed engineering estimate of cost at the completion of design, and provide a time line estimate.
- Design of the Traffic Signal components. The City would like to incorporate Grid Smart System Technology
- Traffic count data at the intersection for a period of three weeks
- Investigation of the existing Electric system at the intersection, with the assistance of the City
- Design of 4 ADA Curb Ramps
- Review right of way at intersection to determine if sufficient to construct proposed improvements.
- Prepare legal descriptions and plot maps if needed for acquisition of additional right of way.
- Provide one copy of contract documents, plans and specifications in digital format.

SELECTION:

Consultant selection will be made on the basis of qualifications. The following evaluation criteria will be used in evaluating and selecting candidates:

- Candidate's specialized experience and technical competence as applicable to the services required.
- Schedule for the Consultant to complete each submittal as described in "Lead Times" below

CONSULTANT'S PROPOSAL:

Proposals shall be labeled:

"Design of Gobbi-Waugh Traffic Signal"

Proposals shall be submitted to:

Jarod Thiele, Management Analyst
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400

Five (5) copies of the PROPOSAL are required. Proposals must be received prior to 2:00 PM, MARCH 13, 2020

Proposals shall include the following:

The proposal should include a brief overview of the specific approach and procedures the firm proposes to complete the tasks described in the Scope of Services. The proposal must be signed by an official authorized to bind the successful firm contractually and shall contain a statement to the effect that the proposal is a firm offer for a minimum period of thirty (30) days after the submittal date. The proposal shall also provide the following: name, title, address, and telephone number of individuals with the authority to negotiate a contract and bind the consultant to the terms of the contract.

In a separate sealed envelope, provide a "not to exceed" maximum cost fee proposal for all identified work in the Scope of Services above, including all labor costs for proposed tests. Indicate if travel time, mileage, and per diem will be charged. Include any sub-consultant cost. Additionally, please identify miscellaneous costs associated with this proposal. Submit a copy of your firm's current itemized hourly rate. Consultant selection will be made on the basis of qualifications and schedule to complete the work

Lead Times

Please provide a project schedule for the design. The City would like a 60% submittal, a 100% submittal and a final Design Engineer stamped submittal. The City will review each submittal within one week of receipt.

Qualifications

Describe the qualifications and experience of the firm as related to the project.

References

Provide a list of similar projects for which the firm has completed similar projects with a list of at least three client references associated with these projects. Include client references for any

proposed sub-consultants. Provide names of contact person, addresses and telephone numbers for all client references.

Exceptions

Identify any exceptions you are proposing with respect to the Scope of Services. Additionally, if there are any exceptions to the City's insurance requirements and/or the City's draft professional services agreement as shown in the attachments, the Consultant should list the exceptions in the proposal.

SPECIAL PROPOSAL REQUIREMENT

Proposal documents shall be produced on recycled paper, when practicable. The proposal front cover shall be labeled in such a way as to identify that the document was produced on recycled paper and the pages of the proposal shall be produced double sided, where feasible.

INSURANCE REQUIREMENTS

The insurance requirements are set forth in Attachment "B".

RIGHT OF REFUSAL

The City reserves the right to reject any and all proposals without qualifications. Proposals will be considered only in their entirety. The City reserves the right to negotiate the specific requirements and costs using the selected proposal as a basis.

QUESTIONS

Questions shall be directed to Jarod Thiele, Management Analyst, City of Ukiah, Department of Public Works, 300 Seminary Avenue, Ukiah, CA 95482-5400, voice phone: (707) 463-6755, fax phone: (707) 463-6204, email (preferred contact method): jthiele@cityofukiah.com

ATTACHMENT "A"

AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES [Design Professional]

This Agreement, made and entered into this ____ day of _____, 2016 ("Effective Date"), by and between CITY OF UKIAH, CALIFORNIA, hereinafter referred to as "City" and _____, a _____ [sole proprietorship, corporation, partnership, limited partnership, limited liability company, etc] organized and in good standing under the laws of the state of _____, hereinafter referred to as "Consultant".

RECITALS

This Agreement is predicated on the following facts:

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

TERMS OF AGREEMENT

1.0 DESCRIPTION OF PROJECT

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

2.0 SCOPE OF SERVICES

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

3.0 CONDUCT OF WORK

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

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 \$---. 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 invoice less any amount already paid to Consultant, which amounts shall be due and payable thirty (30) days after receipt by City. The invoices shall provide a description of each item of work performed, the time expended to perform each task, the fees charged for that task, and the direct expenses incurred and billed for. Invoices shall be accompanied by documentation sufficient to enable City to determine progress made and the expenses claimed.
- 5.0 ASSURANCES OF CONSULTANT
- 5.1 Independent Contractor. Consultant is an independent contractor and is solely responsible for its acts or omissions. Consultant (including its agents, servants, and employees) is not City's agent, employee, or representative for any purpose.

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

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

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

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

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

6.0 INDEMNIFICATION

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

A. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

B. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

1. General Liability: \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage including operations, products and completed operations. If Commercial General Liability Insurance or other form with a general aggregate limit is used, the general aggregate limit shall apply separately to the work performed under this Agreement, or the aggregate limit shall be twice the prescribed per occurrence limit.
2. Automobile Liability: \$1,000,000 combined single limit per accident for bodily injury and property damage.
3. Worker's Compensation and Employers Liability: Worker's compensation limits as required by the Labor Code of the State of California and Employers Liability limits of \$1,000,000 per accident.
4. Errors and Omissions liability: \$1,000,000 per occurrence.

C. Deductibles and Self-Insured Retentions

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

D. Other Insurance Provisions

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

1. General Liability and Automobile Liability Coverages

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

2. Worker's Compensation and Employers Liability Coverage

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

3. Professional Liability Coverage

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

4. All Coverages

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

E. Acceptability of Insurers

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

F. Verification of Coverage

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

G. Subcontractors

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

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

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

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

7.0 CONTRACT PROVISIONS

- 7.1 Documents and Ownership of Work. All documents furnished to Consultant by City and all documents or reports and supportive data prepared by Consultant under this Agreement are owned and become the property of the City upon their creation and shall be given to City immediately upon demand and at the completion of Consultant's services at no additional cost to City. Deliverables are identified in the Scope-of-Work, 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 Duplicate Originals. This Agreement may be executed in duplicate originals, each bearing the original signature of the parties. When so signed, each such document shall be admissible in administrative or judicial proceedings as proof of the terms of the Agreement between the parties.

8.0 NOTICES

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

CITY OF UKIAH	-----
DEPT. OF PUBLIC WORKS	-----
300 SEMINARY AVENUE	-----
UKIAH, CALIFORNIA 95482-5400	

9.0 SIGNATURES

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

CONSULTANT

BY: _____ Date _____

PRINT NAME: _____

IRS IDN Number

CITY OF UKIAH

BY: _____
SAGE SANGIACOMO
CITY MANAGER

Date

ATTEST

KRISTINE LAWLER
CITY CLERK

Date

ATTACHMENT “B”

INSURANCE REQUIREMENTS FOR CONSULTANTS

Consultant(s) 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 Consultant(s), his agents, representatives, or employees.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office **Commercial General Liability** coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 (Ed. 1/87) covering **Automobile Liability**, code 1 (any auto).
- C. **Workers’ Compensation** insurance as required by the State of California and Employer’s Liability Insurance.
- D. **Errors and Omissions liability** insurance appropriate to the consultant’s profession. Architects’ and engineers’ coverage is to be endorsed to include contractual liability.

II. Minimum Limits of Insurance

Consultant shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage including **operations, products and completed operations**, as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Workman’s Compensation Employer’s Liability: \$1,000,000 per accident for bodily injury or disease.
- D. Errors and Omissions liability: \$1,000,000 per occurrence. If written on a claims-made basis, insurance coverage must cover claims filed within 3 years after contract work completed.

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

- A. The City, its officers, officials, employees, and volunteers are to be covered as **ADDITIONAL INSURED** with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations

performed by or on behalf of the Consultant 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 Consultant's insurance, or as a separate owner's policy.

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

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

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

V. RATING - Acceptability of Insurers

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

VI. Verification of Coverage

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

VII. Subcontractors

If Consultant uses subcontractors or sub-consultants, it shall cover them under its policies or require them to separately comply with the insurance requirements set forth in Paragraph 6.1 of Attachment "A"

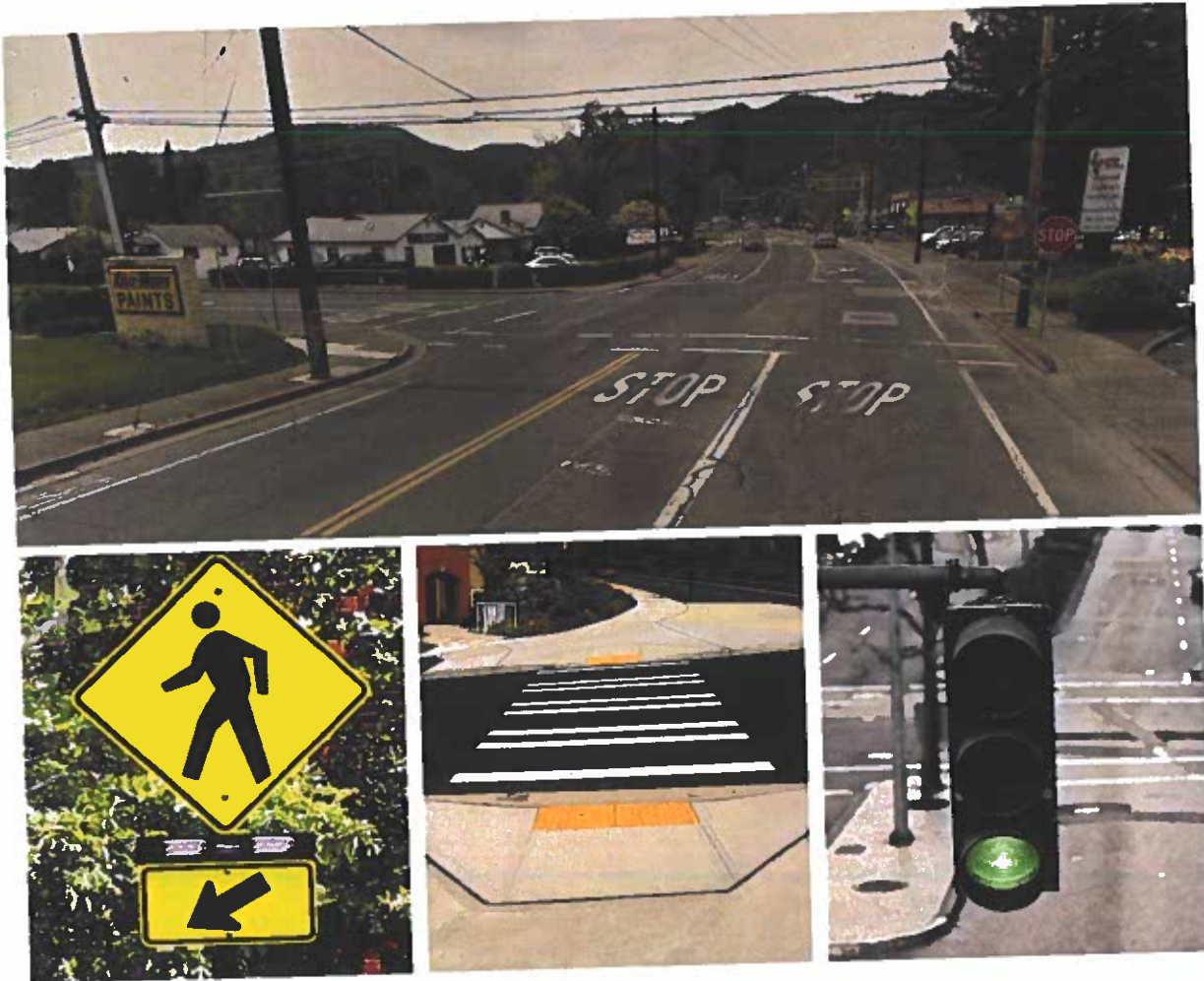
If you have questions regarding our insurance requirements contact:

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

Revised: 11/20/08



Proposal for the
Design of the Gobbi-Waugh Traffic Signal



Prepared for the City of Ukiah

Submitted by
W-Trans

March 12, 2020



**TRAFFIC ENGINEERING
TRANSPORTATION PLANNING**
Balancing Functionality and Livability since 1995
w-trans.com



March 12, 2020

Mr. Jarod Thiele, Management Analyst
City of Ukiah, Department of Public Works
300 Seminary Avenue
Ukiah, CA 95482-5400

Proposal for the Design of the Gobbi-Waugh Traffic Signal

Dear Mr. Thiele;

W-Trans is pleased to present this proposal for the design of a new traffic signal for the intersection of East Gobbi Street/Waugh Lane. This proposal is based on your request for proposal dated February 5, 2020.

We are happy to have LACO Associates as a teaming partner for this work. LACO Associates will complete surveys, sidewalk or ramp design, and utility coordination. W-Trans has completed designs for nearly 30 numerous signal installations in Sonoma, Napa and Mendocino Counties, including a number of traffic signal designs using GridSmart detection in Santa Rosa and Rohnert Park that make us well qualified for the work. We have previously worked with the City on design projects, including a recent striping project as part of the State Street redesign. We are eager to work with the City on another design contract.

After a site review, our proposal includes design of an empty conduit for connection between the proposed traffic signal controller cabinet and the rail communications cabinet. The cost is very low as it will occupy the same trench as the conduit to the advanced detector loop, but it will demonstrate the City's good faith in meeting FRA requirements.

Also, as part of our research in preparing this proposal, we reviewed minutes from the June 2019 CTCDC meeting about the grant program. The CTCDC appears to have award a 12-month extension of the grant schedule, and the City committed to finishing the Right of Way Certification and final plans by the end of April. Although that is a very tight deadline which may not be possible to meet given the RFP and award schedule, based on W-Trans' past experience with grant agencies, we are confident we can deliver the Right of Way Certification and a set of plans to the City to meet this deadline that will so closely resemble final plans the grant reviewers will consider the deadline met.

We look forward to hearing the results of your proposal evaluation, and to talking to you in more detail about our proposal and alternatives.

This proposal will remain a firm offer for 30 days from the submittal date. Thank you for giving us the opportunity to propose on these services.

Sincerely,

Steve Fitzsimons, PE, TE
Principal
sfitzsimons@w-trans.com



February 6, 2020

ADDENDUM NO. 1

SUBJECT: REQUEST FOR PROPOSALS FOR DESIGN OF TRAFFIC SIGNAL AT THE INTERSECTION OF EAST GOBBI STREET AND WAUGH LANE

To all Prospective Consultants:

Attached herewith is ADDENDUM NO.1 for the subject project to correct the Proposal Due Date on page three of the Request for Proposals. It should read "March 13, 2020"

IF YOU SUBMIT A PROPOSAL, ACKNOWLEDGMENT OF THIS ADDENDUM MUST BE SHOWN ON THIS ADDENDUM. IN ADDITION THIS SIGNED ACKNOWLEDGEMENT MUST BE SUBMITTED WITH THE PROPOSAL.

This Addendum is being sent to you in order that this office may be assured all consultants have received the same.

It should be noted it is the responsibility of the consultant to notify all prospective sub-consultants of any and all changes.

Sincerely,

Jarod L. Thiele
Public Works Management Analyst

ACKNOWLEDGEMENT

I hereby acknowledge that I have received this Addendum No. 1 and have reviewed and considered it before submitting my proposal.

Signed: Steve Johnson

Date: March 11, 2020

Work Approach and Scope of Services

Work Approach

The W-Trans team will start with a meeting with City staff to go through the scope and schedule and make any adjustments necessary to meet the City's goals for the project. Our initial tasks include data collection, a photo record of current conditions, measuring the clearance to overhead utility lines, and a topographic survey in support of curb ramp design and cross sections on each approach. We will follow with base mapping; the 60%, 100% and final submittals; and bid and construction services.

Our typical design procedure is to have the project engineer contribute the bulk of the hours in each of these steps, paired with a senior engineer who will interact with the project engineer on a regular basis, with an independent quality control review by another senior engineer who will not be involved in the day-to-day work. We like to work closely with City staff, using recent examples of similar projects that the City furnishes so we can match formatting expectations and use the City's preferred equipment.

Scope of Services

Task 1 - Task Management and Meetings

The W-Trans team will:

- 1.1 Manage the team to meet the project schedule and budget.
- 1.2 Organize and attend project meetings with the City to discuss project progress, decisions, and direction and to coordinate activities. Meetings will be held at key project milestones and shall include:
 - 1.2.1 Kick-off Meeting (at Ukiah) – Will include data requests such as street AsBuilt plans, traffic signal warrant study, right-of-way records, utility company contact information, City-owned utility mapping, the status and ownership of the existing rail line west of the intersection.
 - 1.2.2 60% Design Review Meeting (web meeting)
 - 1.2.3 100% Design Review Meeting (web meeting)
- 1.3 Coordinate with CITY, utility companies, and other affected parties.
- 1.4 Provide monthly progress reports and invoices.

Deliverables:

1. Updated schedule as needed
2. Meeting agendas, and meeting notes with action item summary for each project meeting
3. Monthly progress reports and invoices

Task 2 - Data Collection

- 2.1 LACO Associates will conduct design level topographic survey of the intersection to be used as a base map for the design of the signal, striping and ADA curb ramps. This mapping will extend approximately 200 feet along each approach of the intersection from back of walk to back of walk. Mapping will include surface indications of underground utilities. However, no attempt will be made to locate underground utilities.

- 2.2 The project engineer will visit the site and take photos to document the existing conditions and measure the height of existing overhead utility lines. The posted speed limits will be noted and a small sample of travel speed data collected with a "pocket" radar device.
- 2.3 Morning and evening peak hour turning movement counts will be collected to serve as the basis for determining the appropriate phasing.
- 2.4 Base mapping will be prepared from survey data supplemented by commercial air photos and AsBuilt records of right-of-way.

Deliverables:

1. Base maps
2. Email report with summary of data collection

Task 3 – Draft (60%) design

- 3.1 An initial submittal will be prepared to present the Design Concept. The concept drawing will show initial pole and curb ramp layouts, with a particular focus on layout of the ramp in the northeast corner between the closely spaced existing driveway and utility pole. The layout will also consider the potential to replace the east crosswalk with a crosswalk on the west side.

Right of way requirements will be evaluated and proposed right of way takes, if necessary, will be identified.

This submittal will also be sent to utility companies to request mapping, and to initiate a PG&E electrical service request. All utility requests will be prepared in the City's name to avoid extra charges from utility companies.

A phone or web-based meeting will be arranged to discuss issues with placement of curb ramps and receive City comments.

- 3.2 After City review of the Design Concept, the W-Trans team will design new curb ramps for the selected layout. New curb ramps and crosswalks will be designed per ADA requirements, taking into account existing pavement cross slopes to ensure ADA compliant grades are maintained along pedestrian street crossings. It has already been determined that existing ramps do not conform to current ADA requirements and need to be replaced.

- 3.3 Draft (60%) plans will be prepared for the City's review. Expected plan sheets include:

- Title sheet
- ADA Ramp layout sheet
- Traffic signal plan

City comments on the Design Concept submittal will be incorporated. Detailed line work will be added to the traffic signal and curb ramp plan sheets to indicate all work to be done and show enough information for a construction cost estimate. A cost estimate and technical specifications will also be prepared, assuming the Caltrans 2018 Standard Specifications will be used as the background document.

An empty conduit will be shown on the traffic signal plan between the proposed traffic signal controller cabinet and the existing rail cabinet, approximately 100 feet to the west. Although the rail line is inactive, the empty conduit should be installed in case it becomes active again. The cost will likely be very low as it will occupy the same trench as the conduit to the advanced detector loop, but it will show the City made a good faith effort to comply with Federal Railroad Administration requirements. This proposal does not include any time for coordination with rail line owners or the existing gates at the rail crossing.

The traffic signal plan will also show Gridsmart detection, per the Request for Proposal. W-Trans has prepared numerous plans with Gridsmart equipment and recommends use of detector loops for the advance detection due to occlusion issues that can occur if Gridsmart is used for more than stop bar detection. In addition, a battery backup unit will be shown on the plans to match the installations at the adjacent intersections.

Half size prints of the preliminary plans will be forwarded to the City for mailing to the various utility companies and submitted to PG&E in the City's name to initiate the electrical service application. This proposal assumes all PG&E or other utility fees will be paid directly by the City.

- 3.4 LACO Associates will review existing right of way documents provided by the City and other sources. Based on this review, and the preliminary design, it will be determined if additional right of way will be required. If it is determined that additional right of way is required, a contract amendment will be prepared for additional right of way support, including plats and legal descriptions for locations where acquisition is necessary.

For the purposes of this proposal, it has been assumed that sufficient record monumentation will be located to determine the limits of the existing Right of Way. If sufficient monumentation cannot be located or a discrepancy between the found monumentation and record information is identified, additional survey work may be required. This may include additional field work or the filing a Record of Survey with the County Recorder per Section 8762 of the Professional Land Surveyors' Act (Business and Professional Code). If this condition is encountered a contract amendment will be required.

Deliverables:

1. Design Concept plan showing curb ramp locations and proposed striping
2. Half size prints of preliminary plans for City transmittal to Utility companies
3. Preliminary submittal (electronic files only) including 60% plans, technical specifications, and estimate
4. Plat showing existing and proposed right of way, if any

Task 4 - Pre-Final (100%) design

- 4.1 City comments on the 60% submittal will be incorporated into the Pre-Final plans, and fully detailed construction notes will be added as needed to for a set of documents ready for bidding. The electric service point will be added to the traffic signal plan as soon as it is received. A new plan sheet with Conductor and Equipment schedules will be prepared.
- 4.2 Traffic signal pole locations will be integrated into ramp designs to ensure compliance with current ADA requirements, including the most recent clear, flat space in front of each push button.
- 4.3 The estimate and technical specifications will be updated in response to City comments or to reflect any new details on the plans.

Deliverables:

1. 100% plans, electronic plus two sets of full size bond paper prints
2. 100% technical specifications and estimate, electronic submittal only
3. An estimate of working days, bid form, and description of bid items will be submitted
4. Summary of comments and responses

Task 5 - Final design

- 5.1 City comments on the 100% submittal will be incorporated into the final documents.

Deliverables:

1. Final plans, electronic plus one set of digitally signed full size prints on mylar
2. 100% technical specifications and estimate, electronic submittal only
3. Summary of comments and responses

Task 6 - Bid and Construction Services

- 6.1 The W-Trans team will be available to answer questions from bidders during the bid phase.
- 6.2 The W-Trans team will be available to respond to Requests for Information during the construction phase.

Deliverables:

1. Email responses to questions

Schedule

Gobbi/Waugh Traffic Signal Design W-Trans Schedule													
Task	March 2020	April 2020	May 2020	June 2020	July 2020	August 2020	September 2020	October 2020	November 2020	December 2020	January 2021	February 2021	March 2021
1 Project Initiation and Meetings													
2 Data Collection													
3 Draft (60%) Design													
3a Grant Submittal													
City Review													
4 Pre-final (100%) design													
City Review													
5. Final PS&E													
6. Bid and Construction Services													

Note: Schedule is contingent on Notice to Proceed in March.

Consultant Team Qualifications

About Us

W-Trans provides traffic engineering and transportation planning services that emphasize mobility within available resources and help transform streets to serve all potential users. We are particularly skilled in retrofitting streets and roads to make walking, bicycling and transit use safer and more convenient while also appropriately managing vehicle traffic.

Our staff have applied their skills to a variety of projects ranging from traffic operation analyses, traffic collision reduction programs, transportation facilities design including traffic signal and roundabout design to downtown revitalization, streetscape planning efforts and complete street projects. We take a holistic approach to traffic engineering, realizing that solutions cannot be developed in a vacuum or strictly follow the standards of the past. Traffic analysis and design must be sensitive to the context of the surrounding land use and community goals to be successful.

Firm History

W-Trans was established in 1995 by Dalene Whitlock and Steve Weinberger. W-Trans opened its Oakland office in 2011 with Mark Spencer as the Branch Manager. In 2014, a San Jose office was added. W-Trans is an employee-owned company, with 21 employees currently having ownership.

Disadvantaged Business Enterprise (DBE)

W-Trans is certified as a woman-owned business (DBE) by the California Department of Transportation. A copy of our certification can be provided upon request.

Subconsultant - LACO

LACO is a multidisciplinary engineering, environmental, and geologic consulting firm with offices in Ukiah, Eureka, Santa Rosa, Fort Bragg, and Chico. We're also a part of your community, your neighborhood, and your everyday life. Our mission statement – advancing the quality of life for generations to come – demonstrates our commitment to our work as both professionals and community members. We realize a specialized problem needs a specialized solution. Complicated problems often demand multiple solutions that require expansive knowledge. LACO offers a range of services that draws upon specialized experts to seamlessly address your projects, small or large, simple or complex. Together, we're your personal project manager. Our core services include Civil Engineering, Land Surveying, Planning, Permitting, and Environmental Compliance, Geotechnical Engineering, Geology and Hydrogeology, Environmental Remediation, and Materials Testing and Special Inspection



w-trans.com

490 Mendocino Avenue
Suite 201
Santa Rosa, CA 95401
Office 707.542.9500
Contact Dalene J. Whitlock
dwhitlock@w-trans.com

1276 Lincoln Avenue
Suite 204
San Jose, CA 95125
Office 650.314.8313
Contact Steve Fitzsimons
sfitzsimons@w-trans.com

505 17th Street
2nd Floor
Oakland, CA 94612
Office 510.444.2600
Contact Mark Spencer
m Spencer@w-trans.com

Our strength and focus are on balancing the technical needs and functionality of traffic with the desire of communities to create more livable streets and sustainable transportation systems.

W-Trans Service Areas

- Complete Streets
- Traffic Impacts
- Pedestrian Safety and Design
- Bicycle Facilities
- Safe Routes to School
- Traffic Engineering Design
- Roundabouts
- Traffic Operations
- Municipal Staff Services
- Traffic Safety
- Traffic Calming
- Parking
- Transit



W-Trans Key Staff

Dalene J. Whitlock, PE, PTOE – Principal-in-Charge, Quality Control

Dalene first applied her 1981 B.S. in Civil Engineering from San Diego State University to the field of traffic engineering as an Assistant Engineer for the County of Marin. She continued her public sector employment with the City of Santa Rosa before joining the private sector in 1992 and becoming a founding partner of W-Trans in 1995.



Through her many years in traffic engineering, Dalene has gained experience in a wide array of areas from safety, capacity, and operational analyses to transportation system design and public involvement. Her communication skills provide a bridge between stakeholders of various backgrounds and opinions, including policymakers, agency staff, applicants, other consultants, W-Trans staff, and the public, thus allowing diverse opinions to be heard and addressed. Attention to detail is a hallmark of Dalene's work, making Dalene an excellent project manager as well as the firm's quality control officer responsible for review of all W-Trans products.

Dalene is very active in the Institute of Transportation Engineers (ITE); she has held elected office at the Section, District and International levels and served as the Finance Chair for the 2010 San Francisco and 2014 Rapid City Western District Annual Meetings. She served as the Chair of the Transportation Forensics and Risk Management Council (previously known as the Expert Witness Council) from 2015-2017. She is currently the District Administrator for the Western District, and at the International level, she is the Secretary of the Student Traffic Bowl Committee.

Steve Fitzsimons, PE, TE – Project Manager

Steve Fitzsimons is a Principal and oversees W-Trans' design practice. He is registered in California as a Civil Engineer and a Traffic Engineer.



Steve's design experience includes all aspects of traffic engineering. In his career of over 30 years, he has designed more than 300 traffic signal installations or modifications and signal interconnect connections to well over 700 intersections, as well as advanced systems designs. He has completed numerous signing, striping, and lighting plans for complete streets, interchange, arterial, and traffic calming projects.

He has presented more than ten papers at ITE conferences on a variety of topics, and has served on the Boards of the ITE Northern California Section and the South Bay Transportation Officials Association. He has also served on the Local Arrangements Committee for ITE Western District meetings in San Francisco and San Jose.

Steve graduated from the University of California at Berkeley with a B.S. in Civil Engineering and an M.S. in Transportation Engineering. His career started at Alameda County Public Works, followed by consulting work at various firms prior to joining W-Trans in 2013.

Allison Jaromin, EIT – Assistant Engineer

Allison Jaromin is an Assistant Engineer providing support on traffic engineering and transportation planning services.



Allison Jaromin graduated from the University of Nevada, Reno in 2017 with a B.S. in Civil Engineering and a focus in Transportation Engineering, along with a minor in Business Administration. Since starting at W-Trans in the Summer of 2017, Allison has focused on traffic signal design work while also preparing numerous traffic impact studies. She has worked on the designs of numerous traffic signals, including a new traffic signal for two offset intersections, as well as modifications to existing traffic signals. She has also prepared many traffic control plans, including one for East Bay MUD which included over 65 stages. Allison continues to work towards getting her civil PE licensure while broadening her scope of work at W-Trans.

LACO Associates

Kevin Doble – Project Manager

Mr. Kevin Doble is a Senior Project Manager, Government Relations, and Storm Water Specialist, and the Regional Manager of LACO's Ukiah office. Kevin has a broad range of experience from both the public and private sectors, spending six years working for the Sonoma County PRMD in the Grading and Storm Water Section, and having reviewed thousands of development projects – providing him with specific knowledge of the county requirements as they relate to land development. While at PRMD, Mr. Doble was the Lead in developing the standards for the County Grading and Drainage Ordinance as well as one of the original technical team members for developing the City of Santa Rosa Low Impact Development Requirements. Joining DobleThomas & Associates in 2006, Kevin served as a senior designer, project manager, senior project manager, and principal of the Ukiah office. Kevin has managed nearly all of the DobleThomas engineering and planning projects since 2007 and handled all of the firm's government relations work, allowing him to cultivate key relationships with nearly every public agency in Sonoma, Napa, and Mendocino Counties, which has led to successfully completing some of most controversial and complex projects for our clients.



Thomas Hunt, PE – Project Engineer

Mr. Thomas Hunt works as a Senior Civil Engineer in our Ukiah office. Mr. Hunt has over 30 years of civil engineering experience in Lake and Mendocino Counties with a diverse background in engineering design and project management, commercial and residential site development, roadway and ADA design, public launch ramp and boarding float facilities, and grading and drainage. He is also skilled in erosion control, hydrology and hydraulic analysis, landslide repairs, utility infrastructure design, topographic mapping, and boundary and construction surveying. Mr. Hunt has performed construction management and inspection for a wide range of projects for private and public agencies, and Tribal projects including residences, commercial buildings, water treatment plant improvements, road and utility infrastructure, launch ramp facilities, and landslide repairs.



Brad Thomas, PLS – Survey Lead

Mr. Bradley Thomas, Vice President of Land Surveying, LACO Associates, has been a California Licensed Land Surveyor since 1984. Brad began his career as a land surveying apprentice in 1975 and began self-employment as a Land Surveyor in 1989. His original business began in Sebastopol and relocated to Windsor in 1995. Brad purchased the Cloverdale land surveying firm of John H. Doble and Associates in 2000 and incorporated the firm as DobleThomas & Associates. Brad also operated The Map Store for many years and published the Sonoma County American Viticultural Maps. Since 1993, Brad has been the Vice President of Delta Geomatics Corporation, an aerial photogrammetry firm. LACO Associates purchased DobleThomas & Associates in July of 2018. The acquisition is the joining two extraordinary firms very similar in culture, with practice strengths that are highly complementary.



Resumes for our professional staff are provided in **Appendix A**.

Project Experience and References

W-Trans Projects

Hesperian/Sycamore Traffic Signal Modification – County of Alameda

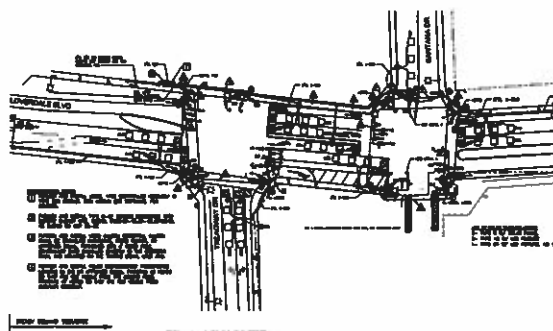
As part of an on-call contract, W-Trans is preparing plans to completely overhaul an existing, 35-year-old traffic signal in San Lorenzo. The design provides new mast arm poles, video detection to replace detector loops, one new crosswalk, and new illuminate street name signs.

Contact: Tam Nguyen, Associate Engineer, 399 Elmhurst Street, Hayward, CA 94544, (510) 670-5758, tam@acpwa.org

Operations Study and Traffic Signal Design – City of Cloverdale

Cloverdale is a growing community with two closely-spaced intersections near a freeway interchange that provide access from Cloverdale Boulevard to an adjacent commercial center and residential subdivisions. W-Trans was hired to evaluate traffic circulation and the resulting recommendation was a combined traffic signal for both intersections. Construction documents have been completed and the City is currently using them to seek grant funding.

Contact: Marc Rincon, Public Works Director/City Engineer, 124 N Cloverdale Boulevard, Cloverdale, CA 95425, (707) 894-1722, mrincon@ci.cloverdale.ca.us



Opticom Design Project – City of Rohnert Park

The City of Rohnert Park had a capital project to install GTT Opticom GPS-based emergency vehicle preempt equipment at fourteen intersections, and W-Trans prepared the plans. Due to the limited amount of electrical contracting work at each intersection, W-Trans suggested an abbreviated-format plan to reduce design cost and delivery time. W-Trans conducted very detailed reviews of each intersection to check for the ideal location to mount an Opticom detector and to ensure the conduit between the detector and controller cabinet was in good condition and had adequate capacity for a new Opticom cable. Design work was completed in June 2019.

Contact: Vanessa Marin Garrett, Deputy City Engineer, 130 Avram Avenue, Rohnert Park, CA 94928, (707) 588-2251, vmarin@rpcity.org



Redwood/Martin Traffic Signal Upgrade – City of Rohnert Park

Traffic signal modification plans were prepared by W-Trans to upgrade detection from inductive loops to video and to replace the traffic signal controller with a modern 2070 controller unit.

Contact: Vanessa Marin Garrett, Deputy City Engineer, 130 Avram Avenue, Rohnert Park, CA 94928, (707) 588-2251, vmarin@rpcity.org

Striping and Traffic Signal Modification Design for Old Redwood Highway/E. Cotati Avenue

– City of Cotati

As part of a development study, the City identified the need for minor modifications to the Old Redwood Highway/E. Cotati Avenue intersection to support adding a second southbound left-turn lane. The City had started a pavement rehabilitation task that included the intersection and wanted to implement the new striping after the new pavement was in place. W-Trans was assigned an on-call task to expedite the striping design so it could be issued to the paving contractor, and to coordinate with the electrical contractor who was part of the paving contract to define the traffic signal modifications. Work was completed in collaboration with the City and contractors in an expedited timeframe to meet the schedule needs of the paving contract.

Contact: Craig Scott, Director Public Works/Engineering, 201 West Sierra Avenue, Cotati, CA 94931, (707) 665-3638, cscott@cotaticity.org

Brooks Road South and Old Redwood Highway PPLT projects – Windsor, CA

Two projects were completed for two intersections, with FYA operations implemented at both. Work included field inventory, plan preparation, timing sheets and construction services. The work was completed on time and on budget.

Contact: Alejandro Perez, Senior Civil Engineer, 8400 Windsor Road, Bldg 100, Windsor, CA 95492, (707) 838-5318, aperez@townofwindsor.com

Mary Avenue Bicycle Lanes Project – City of Sunnyvale

W-Trans led a team that included CSG that prepared designs to restripe 2.8 miles of Mary Avenue in the City of Sunnyvale with Class II bicycle lanes. The design and construction work included striping plans for the length of the project, modifications to vehicle and bicycle detection at 13 intersections, pavement rehabilitation, and obtaining permits from Caltrans, Santa Clara County, and the Caltrain Joint Powers Board. The completed project closed a key gap in a bicycle network to provide high quality connections between housing, shopping, employment sites, and transit stations. Preliminary observations suggested a significant and measurable increase in bicycle travel once construction was completed, indicating that realizing the vision articulated in the City's Bicycle and Pedestrian Master Plan resulted in a major win for multi-modal travel. W-Trans is proud to have played a part in this very successful project.

Contact: Carmen Talavera, Senior Traffic Engineer, 650 West Olive Avenue, Sunnyvale, CA 94088, (408) 730-7522, ctalavera@sunnyvaleca.gov



LACO Projects

Main Street Village Civil Design, Ukiah, California – Guillon, Inc.

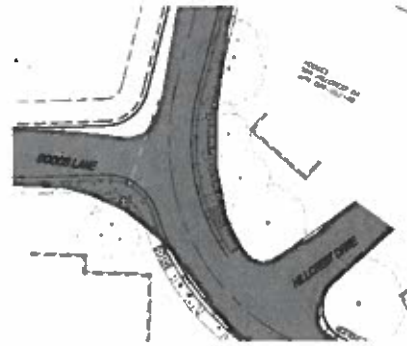
LACO provided topographic surveying, site improvement plans, and drainage improvement plans for this 35-unit housing complex located in Ukiah, California. These services included designing parking, drive aisles, driveway approaches, and public sidewalk improvements, all of which met ADA and City of Ukiah standards.

Contact: Steve Honeycutt, Director of Development and Construction, 2250 Lakewest Drive, Ste 50, Chico, CA 95928, 530-897-6458, steve@guilloninc.com

Hartley Street Engineering Design, Lakeport, California – City of Lakeport

LACO was retained by the City of Lakeport to provide CEQA compliance and environmental permitting, topographic and right-of-way surveys, and engineering design for pedestrian improvements along approximately 3,000 feet of Hartley Street in Lakeport, California. This project included navigating an alignment bordered by steep hillsides and an existing roadway which would need to be widened to provide adequate space to add sidewalks and other improvements. LACO is currently finalizing a design which balances the City's available construction funding with necessary pedestrian improvements, including ADA-compliant sidewalks and curb ramps, and is also supporting acquisition of additional right-of-way to accommodate the necessary improvements.

Contact: Paul Curren, City Engineer, 225 Park Street, Lakeport, CA 95453, 707-263-5615, paul@curren.ws



Main Street Relinquishment Project, Willits, California – City of Willits

As the contract City Engineers for the City of Willits, LACO served as the City's representative during the rehabilitation and relinquishment of 1.5 miles of Main Street/Highway 101 following the completion of the Willits Bypass project. LACO provided plan review, technical engineering support, construction oversight, and final inspection of all pavement resurfacing, replacement of virtually all sidewalk, curb, gutter, and storm drain facilities, and reviewing all improvements for compliance with current ADA design standards.

Contact: Jeremy Ronco, Project Manager, 111 East Commercial Street, Willits, CA 95490, 707-459-4605, engineering@cityofwillits.org



Exceptions

W-Trans has reviewed the sample contract and insurance terms and is prepared to sign the agreement as proposed.

Cost Proposal

The proposed project budget and current rate schedule are provided in a separate sealed envelope.



Dalene J. Whitlock, PE, PTOE
Senior Principal



Dalene first applied her 1981 B.S. in Civil Engineering from San Diego State University to the field of traffic engineering as an Assistant Engineer for the County of Marin. She continued her public sector employment with the City of Santa Rosa before joining the private sector in 1992 and becoming a founding partner of W-Trans in 1995.

Education

BS in Civil Engineering
San Diego State University, 1981

BA in Physical Science
Westmont College, Santa Barbara, 1981

Affiliations/Activities

Institute of Transportation Engineers (ITE)
Fellow
Transportation Forensics & Risk Management
Council Chair, 2015-2017
Student Traffic Bowl Committee Secretary
2015-Present
Western District Administrator 2015-Present
International Director 2010-2012
Western District President 2006-2007
San Francisco Bay Area Section President
2002-2003

ITE North Bay Transportation Forum
Past Chairman

Traffic Engineer Registration Testing
Test Preparation Participant

Registration

Civil Engineer #38942 (CA)
Traffic Engineer #1552 (CA)
Professional Traffic Operations Engineer #343

Professional History

1995-Present
W-Trans (Principal/Owner)
1992-1994
TJKM Transportation Consultants
1987-1992
City of Santa Rosa
1986-1987
County of Marin

Through her many years in traffic engineering, Dalene has gained experience in a wide array of areas from safety, capacity, and operational analyses to transportation system design and public involvement. Her communication skills provide a bridge between stakeholders of various backgrounds and opinions, including policymakers, agency staff, applicants, other consultants, W-Trans staff, and the public, thus allowing diverse opinions to be heard and addressed. Attention to detail is a hallmark of Dalene's work, making Dalene an excellent project manager as well as the firm's quality control officer responsible for review of all W-Trans products.

Dalene is very active in the Institute of Transportation Engineers (ITE); she has held elected office at the Section, District and International levels and served as the Finance Chair for the 2010 San Francisco and 2014 Rapid City Western District Annual Meetings. She served as the Chair of the Transportation Forensics and Risk Management Council (previously known as the Expert Witness Council) from 2015-2017. She is currently the District Administrator for the Western District, and at the International level, she is the Secretary of the Student Traffic Bowl Committee.

Representative Projects

Areawide Planning Studies and EIRs

American Canyon – American Canyon Middle School EIR
Arcata – Central Arcata Areawide Traffic Impact Study
Eureka – Eureka General Plan
Healdsburg – North East Area Plan EIR
Sonoma – Sonoma Hotel EIR
Windsor – Windsor General Plan Update

School Studies

Napa – School Consolidation Evaluation and CEQA Analysis
Santa Rosa – Roseland Accelerated Middle School Traffic Impact Study
Sonoma – Sonoma Valley High School Circulation and Queuing Study

Impact Mitigation Fee Studies

Calistoga – Traffic Impact Fee Update
Cotati – Traffic Impact Fee Development
Rohnert Park – Regional Traffic Impact Fee

Traffic Operation

El Cerrito, Healdsburg, and San Rafael – Engineering & Traffic Surveys
Tiburon – Paradise Drive Safety Improvements Evaluation
Windsor – Shiloh/Caletti Proportional Share Study

Traffic Safety

Sonoma – Systemic Safety Analysis Report
El Cerrito – Stop Sign Warrant Analysis

Dalene J. Whitlock
(continued)

Traffic Engineering Design

Rohnert Park – East Cotati Avenue/Camino Colegio Signal Modification
Santa Rosa – Fulton Road Widening

Traffic Impact Studies

Calistoga – The Veranda Traffic Impact Study
Healdsburg – Mill District Traffic Impact Study
Marin County – The Oaks Project Traffic Impact Study
Mendocino County – Masonite Site Redevelopment Traffic Impact Study
Santa Rosa – Memorial Hospital MOB Project Traffic Impact Study

Trip Generation Derivation

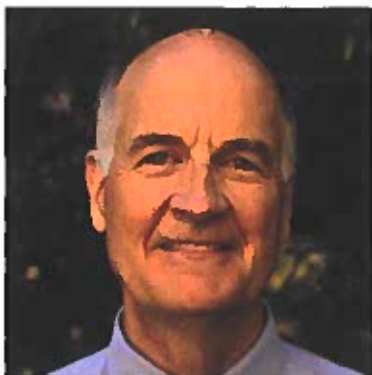
Larkspur – 2904 Redwood Highway CAP
Napa County – B Cellars Use Permit Modification Traffic Impact Study
Rio Dell – Humboldt-Rio Dell Business Park Traffic Impact Study
Sonoma County – Calliope Santa Project Focused Traffic Study
Sonoma County – Ghilotti Construction Yard Traffic Impact Study
Sonoma County – Nalle Winery CUP Amendment Traffic Analysis

Parking

Healdsburg – Mill District Traffic Impact Study
Napa – Embassy Suites Expansion Project Traffic Impact Study
Santa Rosa – Hyatt Vineyard Creek Hotel Expansion Traffic Impact Study
Santa Rosa – DeTurk Winery Village Traffic and Parking Study
Yountville – RH Gallery Parking Study

Design Development

Napa County – Bean Family Winery
Napa – Vintage High School Farm
Santa Rosa – Journey's End Affordable Senior Housing
Windsor – Jaguar Way Extension



Steve Fitzsimons, PE, TE Principal



Steve Fitzsimons is a Principal and oversees W-Trans' design practice. He is registered in California as a Civil Engineer and a Traffic Engineer.

Steve graduated from the University of California at Berkeley with a B.S. in Civil Engineering and an M.S. in Transportation Engineering. His career started at Alameda County Public Works, followed by consulting work at various firms prior to joining W-Trans in 2013.

Steve's design experience includes all aspects of traffic engineering. In his career of over 30 years, he has designed more than 300 traffic signal installations or modifications and signal interconnect connections to well over 700 intersections, as well as advanced systems designs. He has completed numerous signing, striping, and lighting plans for complete streets, interchange, arterial, and traffic calming projects. He had the good fortune to work on a number of design-build projects where he spent a great deal of time on-site and received considerable feedback from field crews.

He has presented more than ten papers at ITE conferences on a variety of topics, and has served on the Boards of the ITE Northern California Section and the South Bay Transportation Officials Association. He has also served on the Local Arrangements Committee for ITE Western District meetings in San Francisco and San Jose.

Education

MS in Transportation Engineering
University of California, Berkeley, 1986

BS in Civil Engineering
University of California, Berkeley, 1980

Affiliations/Activities

Institute of Transportation Engineers (ITE)
Member

Registration

Civil Engineer #36435 (CA)
Traffic Engineer #1419 (CA)

Professional History

2013-Present
W-Trans

2005-2013
Republic ITS/Siemens

1994-2005
CCS/TY Lin

1986-1994
CH2M HILL

1983-1985
DKS Associates

1980-1983
Alameda County

Representative Projects

Traffic Engineering Design

Campbell, Santa Clara, Santa Rosa and Sonoma – HAWK designs for 10 locations
Petaluma, Windsor, and Woodland – Traffic Engineering Designs for Complete Streets
San Mateo County – Ramp Meter System designs at 29 locations
Santa Clara – Design of pedestrian hybrid beacons and fiber optic interconnect
Sonoma County – Design of queue cutter beacon and SMART rail crossing
Sunnyvale – Class 2 Bicycle Lanes on Mary Avenue
Various Agencies – Traffic signal modification designs
Various Agencies – Traffic signal interconnect for more than 700 intersections
Various Agencies – Traffic signal designs for more than 300 locations
Various Agencies – Silicon Valley Smart Corridor, Tri-Valley Smart Corridor, Santa Clara County TOS, Sacramento Downtown Control System

Lighting Design and Street Light Master Plans

Contra Costa County, Moraga, Richmond, San Pablo, Rancho Cordova and Solana Beach – Streetlight Master Plan
Richmond, Rancho Cordova, San Ramon and other California cities – Design calculations to support development of LED lighting standards
Woodland, Windsor, Belmont, Daly City and San Mateo – Neighborhood lighting design

Roundabouts

Windsor – Old Redwood Highway Roundabout Designs
Fairfield – Rockville Road/Abernathy Road Roundabout
Los Altos – El Monte Road/Hawthorne Road Roundabout Feasibility Study
Paso Robles – Creston Road/Rolling Hills Road Designs

Traffic Operation

Rohnert Park, Castro Valley, Citrus Heights, San Carlos and Sebastopol – Arterial operations for traffic signal coordination
Los Altos – Alameda de las Pulgas/Santa Cruz Avenue Queuing Study
Los Altos – Homestead Road Traffic Operations Study
San Carlos – Arterial operations for traffic signal coordination on San Carlos Avenue
Rohnert Park – Traffic Signal System Study

Steve Fitzsimons
(continued)

Capital Project Program Development

Belmont – *Ralston Avenue preliminary design and cost estimates*

Millbrae – *Cost estimates for Traffic Impact Fee program*

Various Agencies – *Lighting improvement project cost estimates*

Municipal Staff Services

Los Gatos and Rohnert Park – *Contract staff to manage implementation of Advanced Traffic Management System*

Gilroy – *Contract Traffic Engineering Staff*

Los Altos and Milpitas – *Contract Traffic Engineer*

Millbrae – *Traffic Engineering Review of BART Station Area Specific Plan Development Proposals*

Traffic Safety

Concord – *Arterial Safety Study*

Gilroy – *Citywide collision hot spot study*

Los Altos – *Pedestrian safety review*

Sonoma – *City Systemic Safety Study*



Allison Jaromin, EIT Assistant Engineer



Allison Jaromin is an Assistant Engineer providing support on traffic engineering and transportation planning services.

Allison Jaromin graduated from the University of Nevada, Reno in 2017 with a B.S. in Civil Engineering and a focus in Transportation Engineering, along with a minor in Business Administration. Since starting at W-Trans in the Summer of 2017, Allison has focused on traffic signal design work while also preparing numerous traffic impact studies. She has worked on the designs of numerous traffic signals, including a new traffic signal for two offset intersections, as well as modifications to existing traffic signals. She has also prepared many traffic control plans, including one for East Bay MUD which included over 65 stages. Allison continues to work towards getting her civil PE licensure while broadening her scope of work at W-Trans.

Education

BS in Civil Engineering
University of Nevada, Reno, 2017

Affiliations/Activities

Institute of Transportation Engineers (ITE)
Member

Professional History

2017-Present
W-Trans

Summer 2016
BKF Engineers (Intern)

Summers 2013-2015
W-Trans (Intern)

Representative Projects

Traffic Engineering Design

Cloverdale – Cloverdale Boulevard/Santana Drive-Treadway Traffic Signal Design
Cotati – ORH/East Cotati Avenue Signal Modification and Striping Design
Healdsburg – Saggio Hills Traffic Signal Design
Jenner – Jenner Headlands Signing and Striping Design
Napa – Gasser Drive/Kansas Avenue Traffic Signal Design
San Jose – Tully Road/South 10th Street Traffic Signal Design
San Jose – San Felipe Road/Yerba Buena Avenue Traffic Signal Modification
Santa Clara – Pruneridge Avenue Traffic Signal and Interconnect Design
Santa Rosa – Sonoma/Sotoyome Traffic Signal and Interconnect Design
Sunnyvale – Fair Oaks Bikeway and Streetscape

Safe Routes to School

Atherton – Menlo-Atherton High School Annual Monitoring and Multimodal Transportation Audit

Traffic Operations

Berkeley – Traffic Control Plans for WILDCAT Pipeline Improvement Project
El Cerrito – Engineering and Traffic Surveys
Richmond – One-Way Street Conversion Study
Santa Rosa – Roseland Area-Sebastopol Road Specific Plan

Bicycle and Pedestrian Safety Design

Menlo Park – El Camino Real Pedestrian Crossing Design
St. Helena – Spring Street Alternative Design

Traffic Impacts

Alameda County – Fairmont Terrace Park Transportation Analysis
Burlingame – 920 Bayswater Traffic Impact Study
Eureka – Redwood Marin Traffic Impact Study Update
Fremont – Niles Gateway Environmental Impact Report
Napa County – Cuvasion Winery Traffic Impact Study
Mendocino County – Laytonville Gas Station Traffic Impact Study
Napa – First Street Apartments Traffic Impact Study
Pleasant Hills – Oak Park Project Traffic Impact Study
San Carlos – Four Corners Traffic Impact Study
Santa Clara – 930 Brittan Avenue Traffic Impact Study
Santa Rosa – Francisco Village Traffic Impact Study
Santa Rosa – Spring Lake Village East Grove Traffic Impact Study
Sonoma – City of Sonoma Systemic Safety Analysis Report
Sonoma County – Hale Winery Traffic Impact Study
Sonoma County – 8th Street East Mini Storage Traffic Impact Study

Thomas A. Hunt, PE, PLS

Senior Civil Engineer



Areas of Expertise

Structural Engineering
Project and Construction Management
Water, Sewer & Roadway Design
Hydrologic and Hydraulic analysis
Storm Drainage & Erosion Control Design
Subdivision Design
Inspection and Quality Control Materials
Testing
Field Survey & Mapping

Education

Bachelor of Science, Environmental
Resources Engineering Humboldt
State University, Arcata, California

Registrations and Certifications

Registered Civil Engineer, State of
California, No. 53327 (QSD)
Qualified SWPPP Practitioner (QSP) State
of California, No. 26396
Professional Land Surveyor, State of
California, No. 8978

Professional Memberships

California Land Surveyors Association
American Society of Civil Engineers
Lake Mendocino Engineers Association

PROFESSIONAL EXPERIENCE

Mr. Thomas Hunt works as a Senior Civil Engineer in our Ukiah office. Mr. Hunt has over 30 years of civil engineering experience in Lake and Mendocino Counties with a diverse background in engineering design and project management, commercial and residential site development, roadway and ADA design, public launch ramp and boarding float facilities, and grading and drainage. He is also skilled in erosion control, hydrology and hydraulic analysis, landslide repairs, utility infrastructure design, topographic mapping, and boundary and construction surveying. Mr. Hunt has performed construction management and inspection for a wide range of projects for private and public agencies, and Tribal projects including residences, commercial buildings, water treatment plant improvements, road and utility infrastructure, launch ramp facilities, and landslide repairs.

Mr. Hunt performs design and structural calculations, prepares construction plans, and performs construction inspection on various wood and steel frame buildings, together with foundation design and inspection for wood and steel frame residential and commercial building structures. Mr. Hunt has designed various residential plans and commercial building remodels. Other miscellaneous structures include water tank foundations, drilled pier retaining walls, boat launch ramp slabs, boarding floats, and many other small structural projects and residences. Mr. Hunt also designed and personally constructed his own residence from the hand excavation of the foundation to the roof shingles, together with framing, installation of tile, drywall, electrical, plumbing, HVAC, interior and exterior finish woodwork, and construction of cabinetry. Mr. Hunt completed a training, Designing for Accessibility under ADA Standards and the CBC, in July of 2019.

SELECT PROJECT EXPERIENCE

Konocti Harbor Resort & Spa – Kelseyville, California. In addition to performing design and preparing plans for the showroom and Conference Center remodel/additions, Mr. Hunt also provided continuous construction inspection and quality control testing during all phases of work for both projects.

Big Valley Rancheria – Lakeport, California. Mr. Hunt provided full-time construction inspection, structural inspection, quality control testing, and contract administration for HUD funded construction project for six residential homes.

Gobbi Street Sanitary Sewer Trunk Line Bypass – Ukiah, California. Mr. Hunt performed design and prepared construction plans for the City of Ukiah for an 18-inch sanitary sewer main bypass to solve

LACO

Thomas A. Hunt, PE, PLS

Senior Civil Engineer

surcharging during periods of high infiltration.

Carousel Sewer Main Extension, District – Ukiah, California. Mr. Hunt prepared plans, details and contract documents for the 10,000-foot plus sewer main extension for the Ukiah Valley Sanitation District.

Sierra Sunset Subdivision Units 1&2 – Ukiah, California. The project included street improvements, lot grading, storm drainage, and utility infrastructure together with water system and sewer collection system design. Mr. Hunt performed construction surveying staking of utilities and street grading and prepared a final subdivision map and assistance in setting lot monumentation.

Irish Beach Subdivision – Elk, California. Mr. Hunt prepared a tentative subdivision map, performed soil analysis for septic system approval, prepared a lot grading plan and access road design for 11 ridgetop ocean view parcels.

Vichy Springs Subdivision – Ukiah, California. Mr. Hunt performed design of street improvements, lot grading, storm drainage water distribution system, and wastewater transmission systems. He prepared a final subdivision map for approval by Mendocino County Surveyor, performed volume analysis of the potential sanitary sewer service area and prepared plans for sanitary sewer transmission main, pump station, and force main from the Vichy Springs Subdivision to the City Limits of Ukiah.

RH Landing Subdivision – Lakeport, California. Mr. Hunt prepared a tentative and final subdivision map for a 100-lot subdivision including the utility and road improvements. Mr. Hunt also performed project management and quality control of the plan preparation of the final improvement plans for the subdivision roads, sanitary sewer, water distribution, storm drainage, and utility infrastructure for a 137-lot subdivision.

Highway 53 – Lower Lake, California. Mr. Hunt performed mapping, design, prepared plans and technical specification for left-turn channelization submitted and approved for construction by the California Department of Transportation (Caltrans).

Blue Shield Access Road – Lower Lake, California. Mr. Hunt performed topographic mapping, prepared a design of roadway and plans, and assisted with construction staking of improvements.

Highway 29 – Middletown, California. Mr. Hunt performed mapping, design, prepared plans and technical specifications for the left turn channelization submitted and approved by Caltrans Traffic Commission.

Olympic Drive Roadway Rehabilitation – Clearlake, California. Mr. Hunt performed design and prepared plans for left-turn widening and pedestrian improvements for the City of Clearlake.

Hartmann Road – Middletown, California. Mr. Hunt performed design and preparation of Roadway rehabilitation plans for the County of Lake.

Redbud Harbor Launch Facility – Clearlake, California. Mr. Hunt prepared plans for facility expansion including a 6-lane launch ramp, boat trailer parking facility and courtesy docks. He performed construction management, inspection, quality control testing, and contract administration for the City of Clearlake during the excavation, grading, construction of new drainage improvements, a new 6-lane launch ramp, pile driving and boat docks installation, street frontage, and parking lot improvements.

Thomas A. Hunt, PE, PLS

Senior Civil Engineer

Fifth Street Launch Facility Parking Lot – Lakeport, California. Mr. Hunt performed design and prepared improvement plans and specifications.

Sutter Lakeside Hospital – Lake County, California. Mr. Hunt performed design and construction inspection of driveway roundabout improvements and on-site ADA compliant sidewalk improvements. He performed design of ADA access, drainage and utility improvements and structural design of new helipad, an ADA compliant path to the helipad for the new emergency room addition, and provided construction inspection and coordination of utility improvements, storm drainage collection and detention system, and parking lot.

Mendocino Community Health Clinic – Ukiah, California. Mr. Hunt performed design, plan preparation and construction inspection for parking lot and storm drainage detention improvements.

Morgan Valley Road Landslide Repair County of Lake – Lower Lake, California. Mr. Hunt performed topographic mapping, design and prepared plans for three separate slope failure sites on Morgan Valley Road. Two were repaired by engineered earthwork and drainage blankets, and one site was a total realignment.

FEMA Storm Damage County of Lake – Upper Lake, California. Mr. Hunt performed design and prepared plans for two sites on Elk Mountain Road using engineered earthwork and drainage improvements.

FEMA Storm Damage – County of Lake. Mr. Hunt performed design and prepared plans for two slope failure sites on Bartlett Springs Road PM 1.4 and 29.3, using soldier pile retaining walls and drilled stranded tendon tie back anchors.

Kelseyville High School Cafetorium – Kelseyville, California. Mr. Hunt performed design of site plans and utility infrastructure design the Cafetorium and associated parking improvements.

Riviera Elementary School – Kelseyville, California. Mr. Hunt prepared site plans, utility infrastructure and design of an on-site wastewater treatment system. He performed construction inspection of the on-site waste water treatment system.

Terrace Middle School and Clear Lake High School – Lakeport, California. Mr. Hunt prepared a plan for sewer and water main improvements for Terrace Middle School multi-purpose building and the Clear Lake High School.

Mendocino County Office of Education Site Design and Street Improvements – Ukiah, California. Mr. Hunt performed site design and prepared for storm drainage, building pads, ADA complaint walkways and a bus stop on Low Gap Road.

Northern Circle Indian Housing Authority, Survey, Grading and Drainage Plan – Redwood Valley, California. Mr. Hunt prepared a grading/drainage plan around a new residence.

Bradley A. Thomas, PLS

Vice President of Land Surveying



Area of Expertise

ALTA/ACSM surveys
As-built surveys
Bathymetric surveys
Boundary surveys
Condominium Plan surveys
Elevation Certificate surveys
Engineering surveys
Foundation surveys
Hydrographic surveys
Photogrammetry
Subdivision surveys
Topographic surveys

Professional Memberships

Corporate Member - Member-California
Land Surveyor's Association
Past President - Cloverdale Rotary Club
Past Vice President - Old Downtown
Windsor B.I.D.
Affiliate Member - North Coast Builders
Exchange

PROFESSIONAL EXPERIENCE

Mr. Bradley Thomas, Vice President of Land Surveying, LACO Associates, has been a California Licensed Land Surveyor since 1984. Brad began his career as a land surveying apprentice in 1975 and began self-employment as a Land Surveyor in 1989. His original business began in Sebastopol and relocated to Windsor in 1995. Brad purchased the Cloverdale land surveying firm of John H. Doble and Associates in 2000 and incorporated the firm as Doble Thomas & Associates. Brad also operated The Map Store for many years and published the Sonoma County American Viticultural Maps. Since 1993, Brad has been the Vice President of Delta Geomatics Corporation, an aerial photogrammetry firm. LACO Associates purchased Doble Thomas & Associates in July of 2018. The acquisition is the joining two extraordinary firms very similar in culture, with practice strengths that are highly complementary.

SELECT PROJECT EXPERIENCE

Windsor Town Green Village, Windsor, California. Named one of the "Top Smart Growth Projects" by the Sierra Club, Town Green Village is on the cutting edge of New Urbanism for Northern California. Locally owned and operated retail stores, restaurants, wine-bars and professional offices create a place where a diverse community can come together to live, work, and celebrate all that Sonoma County has to offer. The Village is built on 14 acres and is comprised of three-story, mixed-use buildings, with commercial condominiums on the first floor and two-story residential condominiums above. Many of the building facades are designed re-creations of historic Windsor and Sonoma County buildings. The Town Green Village project utilizes Smart Growth and New Urbanism design techniques to create a unique Northern California community. In addition, the mixed-use concept conserves land that would normally be converted into urban sprawl, leaving the beautiful landscape of Sonoma County free of unnecessary development.

Gardens Gate Subdivision, Ukiah, California. A 200 Lot Master Planned development located just south of Ukiah. The project involves a mixed variety of building styles, two public parks, and a state-of-the-art drainage system designed to detain and treat storm water before it enters the public storm drain system.

Georgia Pacific Mill Site, Fort Bragg, California. Land surveying services in support of the environmental remediation process and redevelopment of the former Mill Site. The Mill Site covers 425 acres in the center of the city and spans its entire coastline.

LACO

Bradley A. Thomas, PLS

Vice President of Land Surveying

Mableton Farms, Freestone, Sonoma County. Color orthorectified aerial photography, digital topographic mapping and new vineyard development plans. County of Sonoma Permit & Resource Management Department application and permit management. Lead Consultant and project coordination responsibilities. Custom website developed and deployed specific to the project to facilitate efficient communications and scheduling.

AdamVS Winery, Angwin, California

Topographic surveys and mapping, Construction Staking, Civil Engineering design for Winery Tasting Room. White Cottage Ranch is a Howell Mountain vineyard and winery located at 1,700-foot elevation on the eastern slope of Napa Valley near the small town of Angwin.

Riverside Equestrian Center, Sonoma Horse Park, Petaluma, California

Site Development Plans, Boundary & Topographic Surveying, Grading and Drainage Plans for Show Arenas, Barns and other facility improvements.

Russian River, Sonoma County

Aggregate Resource Management Program Surveys. 1995-2011 annual aerial photography and cross sections monitoring the Russian River. Forty-mile Geodetic Survey Control Network established.

The Napa River Watershed Flood Protection & Habitat Enhancement

Land surveying services for conceptual designs, flood reduction and habitat enhancement using floodplain, marsh plain terraces and wetland areas on the Napa River. That portion of the restoration of the Napa River and its watershed, which flows through the Rutherford American Viticultural Area (AVA) between the Zinfandel Lane Bridge and Oakville Cross Road received a California State Legislature Certificate of Recognition for Innovation and Leadership in May 2012.

Santa Rosa Creek Ecosystem Restoration and Flood Damage Reduction Survey

City of Santa Rosa, Sonoma County Water Agency, Army Corp of Engineers. Citywide Survey Control Network Establishment, Aerial Photography, LiDAR and Digital Topographic Mapping for most of the incorporated territory of the City of Santa Rosa. Hundreds of cross sections were surveyed along nearly forty miles of waterways within the city for many of the creeks tributary to and including Santa Rosa Creek.

Kingsbury Napa / Sonoma County Line Retracement

The original county lines were set by the first state legislature in 1850 and were little more than written descriptions of physical features. Like the famous Mason-Dixon Line between Maryland and Pennsylvania (which would later separate the Union from the Confederacy), the lines were ordered to determine what government entity could collect property taxes on borderland. The line between Napa and Sonoma counties was — simply put — drawn along the ridgeline of the Mayacamas Mountain Range. It started atop Mount St. Helena at the three corners with Lake County and ran down the ridge to San Pablo Bay. Or maybe it went water-to-mountaintop; we don't really know. But the ridgeline was definitely the boundary, and problems increased as more settlers claimed mountain land. A challenge resulted in an 1861 survey made by R.W. Morris, deputy to H.A. Higley, the state's surveyor-general. The field notes for this survey take us on a hike through rough country. "... to a large red rock where the timber of Cobb Mountain terminates & the chaparral commences" Or, from a rock boulder marked "8" on top to white oak tree 2 feet in diameter, to a rock with cross on it, to a pine tree blazed on the west side, to a live oak marked on the east side to a rock mound with a fir tree, to an iron stake. IN 1877, WITH the knowledge that rock mounds shift and trees and brush burn, the state authorized a monumented survey. It was accomplished by Col.

Bradley A. Thomas, PLS

Vice President of Land Surveying

Kingsbury, who placed 53 iron stakes at roughly one-mile intervals along the ridge, using the 1861 survey as a base. That is the Kingsbury Line, separating the two counties today.

**Gobbi/Waugh Traffic Signal Design
W-Trans Fee Estimate**

Task	HOURS BY STAFF MEMBER						Total Hours
	Dalene Whitlock	Steve Fitzsimons	Assistant 2	Admin 2	Misc	LACO	
1. Project Initiation and Meetings	2	6	26	2	\$38	\$4,950	36
2. Data Collection	0	4	24	1	\$751	\$7,700	29
3. Draft (60%) Design	3	16	39	3	\$32	\$13,200	61
4. Pre-final (100%) design	2	12	21	1	\$0	\$4,950	36
5. Final PS&E	1	7	13	4	\$390	\$2,750	25
6. Bid and Construction Services	0	14	15	0	\$0	\$1,650	29
7. Meetings and PM	0	0	0	0	\$0	\$0	0
Totals	8	59	138	11	\$1,210	\$35,200	216

Task	FEE AT HOURLY RATES INDICATED						TOTAL
	\$305	\$220	\$120	\$110	LS	LACO	
1. Project Initiation and Meetings	\$610	\$1,320	\$3,120	\$220	\$38	\$4,950	\$5,308
2. Data Collection	\$0	\$880	\$2,880	\$110	\$751	\$7,700	\$12,321
3. Draft (60%) Design	\$915	\$3,520	\$4,680	\$330	\$32	\$13,200	\$22,677
4. Pre-final (100%) design	\$610	\$2,640	\$2,520	\$110	\$0	\$4,950	\$10,830
5. Final PS&E	\$305	\$1,540	\$1,560	\$440	\$390	\$2,750	\$6,985
6. Bid and Construction Services	\$0	\$3,080	\$1,800	\$0	\$0	\$1,650	\$6,530
7. Meetings and PM	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Totals	\$2,440	\$12,980	\$16,560	\$1,210	\$1,210	\$35,200	\$64,650

These rates are valid for work performed prior to December 31, 2020. Work performed after January 1, 2021, and any subsequent year may be billed at the revised rates established for that year. Mileage charges will be based on the IRS Standard Mileage Rate (set at \$0.575 effective January 1, 2020; subject to change) plus 10 percent.



AGENDA SUMMARY REPORT

SUBJECT: Police Department Annual Report Review.

DEPARTMENT: Police **PREPARED BY:** Justin Wyatt, Police Chief

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Police Department Crime Overview Charts
2. Police Department 2019 Annual Report

Summary: In consideration of the COVID-19 emergency, the Police Department's Annual Report for 2019 is not scheduled in the typical annual workshop format and is submitted under the consent calendar to provide timely reporting.

Background: The Ukiah Police Department uses five goal areas to help identify objectives and priorities and to measure performance from year to year. The Department's Annual Report for this year represents our performance within these goal areas, how we achieved these accomplishments, and what we plan to do in the future.

Discussion: The Department's first goal area is the reduction of crime. For the crimes tracked within the FBI Index Crimes Categories in 2019, we experienced a 12% increase overall from last year. Violent crimes increased by 20% in 2019 from last year, but are about 5% more when compared to 2017. The 2019 overall increase is related to a sharp increase in simple assaults, as crimes in the other categories actually decreased this year.

We experienced an increase in property crimes of about 3% compared to 2018. Burglaries have risen significantly and are up 52% in 2019 compared to the previous year, and are almost double when compared to 2017, while still less than in 2015. The remaining categories are down from 2018.

Attachment 1 represents a 10-year overview of all FBI Index Crimes, and five-year overviews of violent and property crimes for Ukiah. These graphs represent an overall decline in these particular crimes within the respective time periods.

The department's overall clearance rate for crimes solved in 2019 was 65%, down from 69% in 2018. Specifically, the Ukiah Police Department solved or cleared 86% of violent crimes, about the same as last year, compared to the state average of 49%, and we solved 43% of property crimes, a little less than last year, compared to the state average of 10%, in 2019.

The Department received 16% fewer reports of traffic collisions in 2019, but investigated 35% more than last year. The majority, about 96%, of those collisions were property damage only, about 4% were injury accidents, and none were fatalities in 2019. We made about the same number of DUI arrests and issued about as many traffic citations as last year.

The Department's calls for service increased by about 3% this year compared to 2018, and calls related to

homelessness rose again, by about 13%. Our annual calls for service remain below an all-time high in 2015.

We made 6% more misdemeanor arrests and 4% more felony arrests in 2019 than in 2018. Officers issued significantly more, about 36% more than last year, field citations for misdemeanor crimes that would have resulted in an arrest a number of years ago. About 25% of the offenses committed this year related to drugs, thefts, and warrants were addressed with a citation and released in the field rather than with a physical arrest and incarceration. This can be attributed to legislation, such as Proposition 47, which changed many of these crimes from felonies to misdemeanors, combined with the County Jail's inability to intake most misdemeanor arrests.

The Department's Crime Prevention Officer administered numerous crime prevention and workplace safety trainings this year, and our crime analyst received updated training and improved capabilities bringing us closer to a data based policing model.

The Department's second goal area is to improve the quality of life in our neighborhoods. We invested significantly during 2019 in exchanging information with our supportive service partners, working towards a coordinated response to homelessness in the community. These efforts resulted in several partnered outings throughout the year, with a limited amount of outreach accomplished. We also worked closely with City Administration and the City Attorney's Office with modifications to the City's camping ordinance in response to recent legislation.

The Department's Special Enforcement Team (SET) has assumed coordinating enforcement and outreach to the homeless community in recent years. This year SET investigated over 80 incidents related to homelessness, including trespassing, city code violations, encampments, and Fish and Game violations. SET supervised a number of encampment clean-ups, and was instrumental in addressing the city's largest homeless encampment to date wherein more than 15 tons of debris was collected.

The SET handled a total of 141 criminal cases in 2019, which included the investigation of six marijuana grows, and the seizure of more than 160 marijuana plants being grown illegally. Due to decreasing personnel, the SET became unstaffed in August of this year, and many of the duties performed by SET concerning the homeless were assumed by patrol officers volunteering to work on their days off to continue this important work.

Our Crime Prevention Officer was very busy in 2019 and conducted more than 940 site visits, up from about 800 the year prior, related to crime prevention, target hardening, trespassing, and cannabis. Over 130 of these visits were directly related to the proven concept of Crime Prevention Through Environmental Design (CPTED), and the partnership with Community Development and CPTED continues to grow. The Crime Prevention Officer conducted over 190 school crosswalk details this year, made 32 visits to the Ukiah Boys and Girls Club, maintains a library of more than 60 crime prevention fliers on the Police Department's website, and is working to expand the Neighborhood and Business Watch programs.

We continued to reduce response times in 2019, and responded to Priority 1 calls on average about one minute and 20 seconds faster than last year, and Priority 2 calls almost three minutes and 30 seconds faster, for an average decrease of 34%. Our officers seized more than 20 firearms and we saved six lives in 2019 with NARCAN. We plan to continue with our prevention programs and to further the concept of CPTED within the City moving forward.

Our third goal area is enhancing community and police partnerships. In 2019 staff participated in over 20 community events, including the annual Chili Cook-Off for the first time. We toured local businesses to study personnel and production practices in the private industry, and our School Resource Officer, in partnership

with the Mendocino County Probation Department, hosted 20 Gang Resistance Education And Training (GREAT) graduations with 770 students graduating. We also maintained our School Resource Officer and Detection K9 partnership presence at the schools despite staffing deficiencies this year. We created enhanced partnerships with multiple Northern California Law Enforcement Academies furthering our efforts to recruit trained personnel.

The effects of prison realignment and the decriminalization of certain crimes continued in 2019, and legislation focused on uses of force related to the mentally ill has prompted the law enforcement industry to closely examine the handling of those types of service calls. More scrutiny than ever before is being placed upon law enforcement related interactions that become violent, and we are studying very closely our response to non-criminal events and responses to those likely better served by a response involving supportive service professionals. The need for collaborations between law enforcement and supportive services has expanded beyond homelessness and now includes all vulnerable populations, and these partnerships are more important now than ever. Staff intends to continue coordinating with our community partners in this area.

Within our fourth goal area, to develop personnel, the Department continues with daily training and was able to facilitate over 1900 hours of training across the organization in 2019. We were able to send officers to instructor development training, so that we can more easily meet perishable skills mandates in-house. We experienced significant success obtaining Crisis Intervention Training (CIT), and nearly every officer received this training in 2019.

Unfortunately, the Department continues to experience a chronic, and recently critical, staffing shortage with a current effective officer staffing level of about 62%. Fortunately, the Department enjoys the support of both City Council and City Administration, and several hiring incentives aimed at academy trained and lateral officers were put in place this year and have begun to prove successful. We have also utilized incentives aimed at retaining officers in the area.

Staff is continually evaluating all current recruiting methods while remaining focused on retention strategies such as keeping personnel well trained, and prepared for the succession process. We will assess the scope of our current Communications and Records Supervisor as increased service demands, evolving legislation, and increased data reporting demands have impacted the workload of communications, clerical, and records personnel.

The Department's work and success in our fifth goal area of Continued Accountability can be demonstrated by having received only one citizen complaint in 2019, which was determined to be unfounded after a complete investigation. The Department had no uses of force meeting the criteria for reporting to the Department of Justice this year. The Communications Center continued to answer incoming telephone calls within 10 seconds, and typically had enough information in under one minute to begin dispatching assistance.

We are slowly building our inventory of new car-cameras, and we met an unprecedented demand this year for the release of personnel files, crime reports and redacted video footage behind legislative mandates. Our in-house training plans are now available online, and we are anticipating the roll-out of our Records Management System upgrade in the latter part of 2020. This will allow us to begin reporting crime data in compliance with the National Incident Based Report System (NIBRS) beginning in 2021. We are currently updating and modernizing our website, we anticipate the release of a wellness and public "App" later this year, and we are now equipped to receive Texts to 9-1-1.

The complete annual report is provided as Attachment 2.

Recommended Action: Council will receive the Ukiah Police Department's Annual Report for 2019, and review the Department's performance and objectives.

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: Katie Mason, Crime Analyst

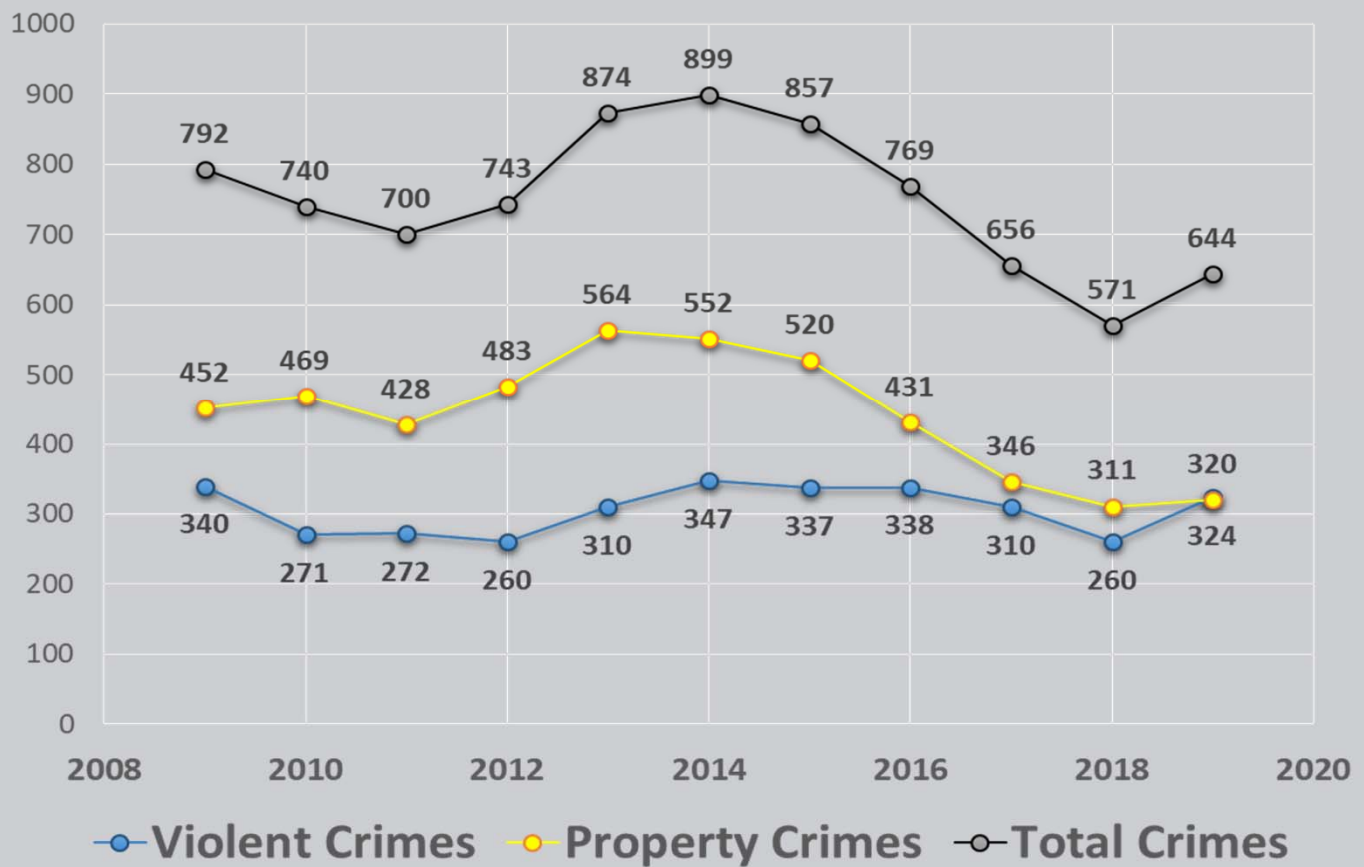
Approved:


Sage Sangiacomo, City Manager



10 Year Overview of FBI Index Crimes

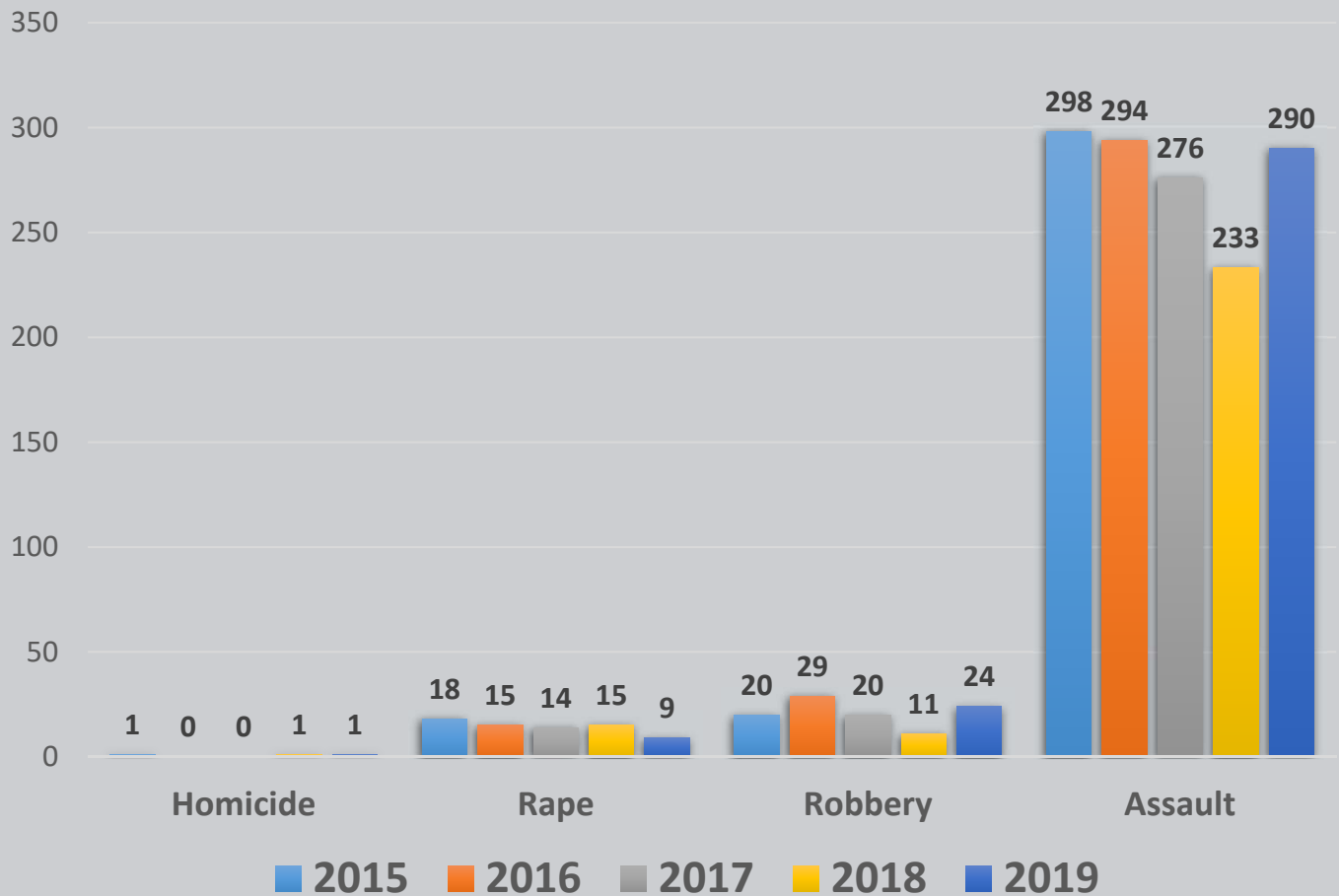
Ukiah Police Department FBI Index Crimes





5 Year Overview of Violent Crimes

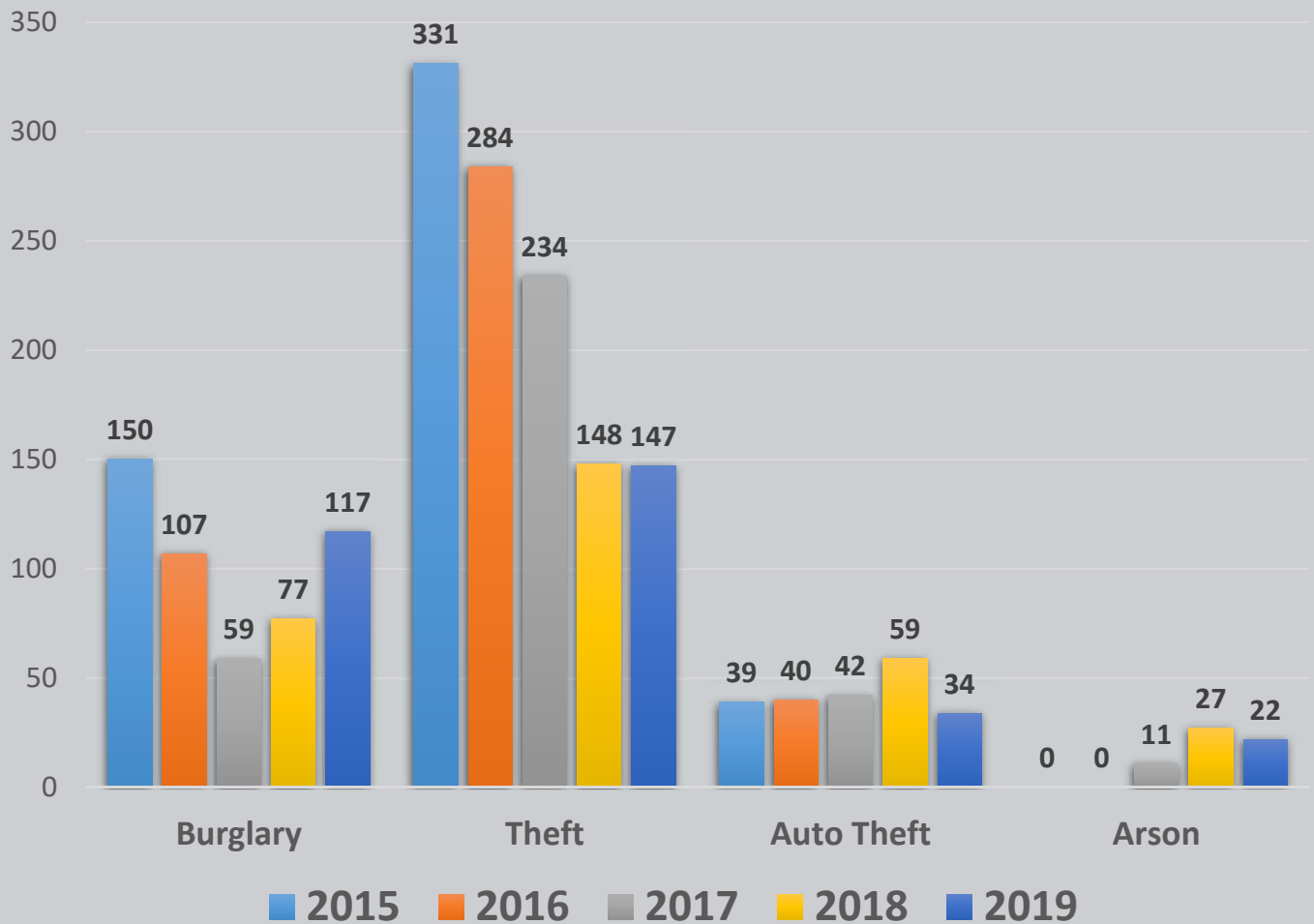
Ukiah Police Department Violent Crimes





5 Year Overview of Property Crimes

Ukiah Police Department Property Crimes



UKIAH

POLICE DEPARTMENT



Safety, Professionalism, Community Service



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Message From the Chief

Welcome to the Ukiah Police Department's 2019 Annual Report, and thank you for your interest in our organization. We are comprised of dedicated and professional men and women committed to public safety and to delivering exceptional police services to the community.

This report represents our achievements and measures of performance from the past year, our goals and priorities for the future, and a look at who we are as an organization. These accomplishments are only possible because of the never-ending commitment of our officers, dispatchers, and civilian staff who work tirelessly to keep Ukiah safe.

The Ukiah Police Department endured many challenges this past year, to include complying with various reporting and legislative mandates, embracing new and changing technology, more quality of life crimes coupled with lessened penalties and fewer deterrence's, and a continued staffing shortage being shared by law enforcement agencies across the nation.

Yet again the men and women of this organization stepped up to make a difference and to deliver to the community the objectives defined within our goal areas, which include reducing crime and the fear of crime, and to increase the quality of life in our neighborhoods. These deliverables require innovation and persistence to achieve in today's turbulent policing environment, and I am proud of the manner in which our law enforcement professionals go about performing their duties.

More than ever we have turned to our community and service partners to help us identify new and innovative methods to strategically and collaboratively combat the challenges facing our community. It is through these partnerships our successes will be apparent, and we look forward to the continued engagement essential for public safety.

The support of our community means a great deal to us and we are grateful for your confidence and trust. We remain committed to our core values of Safety, Professionalism, and Community Service, and appreciate the opportunity to serve. I am honored to be a part of this outstanding organization, and to be a part of providing law enforcement services to our city.

Justin Wyatt

Chief of Police





Our Mission

The officers, dispatchers and employees of the Ukiah Police Department are committed to work in partnership with the community to promote public safety and crime prevention through education and law enforcement. As part of our commitment, we have adopted three organizational values; the principles upon which we base our policing:

Safety: We value human life and strive to enable our citizens to be safer and less likely victimized by crime.

Professionalism: We value dedicated highly trained personnel, with a commitment to the standards of the law enforcement profession.

Community Service: We value the privilege to provide effective, efficient and equitable service. We respect the members of our community, the importance of a combined crime prevention alliance and the opportunity to provide a united policing effort.

The Ukiah Police Department has some of the most respected and valued individuals in law enforcement. We are also surrounded by supportive organizations and people: community partners, civilian employees, volunteers and everyday citizens who are willing to come forward when called upon.

The men and women of the Ukiah Police Department thank you for your support. Together we make Ukiah a better community in which to live, work and visit.





Department Goals

Reduce Crime and the Fear of Crime



- 20 guns taken off the street
- Increased case closures and prosecutions
- Crime Prevention Trainings
- Workplace Safety Trainings



Improve the Quality of Life in our Neighborhoods

- Decreased response times
- 6 lives saved with NARCAN
- Street Outreach Program



UPD Officers responded to approximately 743 Priority One Calls and arrived on scene in about 3 ½ minutes!



Enhance Community and Police Partnerships

- Participation in more than 20 community events
- GREAT Program Graduations
- Business and Neighborhood Watch Programs

Develop Personnel

- Daily Trainings
- Instructor Development Courses
- Crisis Intervention Training



UPD Staff spent approximately 1928 hours at trainings in 2019!



Continued Accountability

- 1 Citizen Complaint which was found to be unsustainable
- No reportable uses of force



Our Department

Chief Of Police
Justin Wyatt

Captain
Sean Kaeser

Dispatch & Records
Supervisor
Tracey Porter

Operations Lieutenant
Cedric Crook

Administrative Lieutenant
Noble Waidelich

Dispatch Services
-City of Ukiah
-City of Fort Bragg

Patrol Services

Detective Bureau

Front Office and
Records
Management

Animal Control
Services

Special Enforcement
Team

Crime Analyst

Community Service
Officers

Crime Prevention

Administrative
Assistant

Major Crimes
Task Force

School Resource
Officers

Parking Enforcement

Evidence & Property



Department Divisions

The Ukiah Police Department is organized into **three divisions** which are overseen by the Police Captain who is second-in command. The **Operations** and **Administrative Divisions** are commanded by Lieutenants, and the **Communications and Records Division** is supervised by a civilian manager.

The Department's **Captain** is accountable for communicating and implementing the vision of the department to ensure an effective, efficient, and professional organization. The Captain is responsible for overseeing all divisions within the department, and the management of all personnel records to include internal investigations and professional standards matters. The Captain submits and tracks data to ensure compliance with mandated reporting requirements such as major use of force incidents and citizen complaints. The Captain participates and assists staff in solving complex police and personnel problems, coordinates activities with other City departments, civic and community entities, and other law enforcement agencies.



Between January and July staff prepared the Police Department's responses regarding several large records requests related to Senate Bill 1421 and Assembly Bill 748. These two bills relate to officer personnel files and video which required extended periods of time for redactions to be made. In addition to these two bills the Police Department began preparing its department policies and training materials to be posted on our website as required by Senate Bill 978 as this took effect January 1, 2020.

The Police Department has continued to maintain and build its relationships with community and county agencies along with various supportive service providers. We have sustained our memberships on the Continuum of Care Board, RCS Homeless Services Community Center, Ford Street Project, Mendocino County Youth Project, and the Boys and Girls Club. We firmly believe these community engagements and partnerships are key in reducing crime in our neighborhoods and addressing community concerns. We have furthered our partnership with Mendocino County's Whole Person Care program to establish a pilot Homeless Outreach Team and continue to develop this program.

Throughout this year the Police Department responded to nearly 25,000 calls for service while continuing to struggle with a staffing crisis, and yet only received one citizens' complaint which was determined to be unfounded after being fully investigated. In addition to having no sustained citizen complaints, the Police Department had no use of force incidents which required reporting to the Department of Justice. This is a continued testament to the professionalism and commitment your police officers bring to our community.



Divisions - Operations

The Operations Lieutenant is responsible for the Patrol Division which includes the Community Services Officers and Field Training Program. A significant portion of the Operations Lieutenant's responsibility is managing the deployment of patrol resources and personnel. This is accomplished primarily through the scheduling of staff to provide adequate coverage consistent with call volume and workload and coinciding with the availability of the limited resources, to ensure service to the community is provided first safely, and efficiently and effectively.

The Patrol Division is responsible for providing law enforcement and crime prevention services to Ukiah's residents and visitors, which is accomplished by providing uniformed police response to emergency and non-emergency calls for service. These law enforcement services include but are not limited to serving criminal warrants, making arrests, issuing citations, taking reports, conducting criminal investigations, , providing extra security and traffic control patrol for special events, vacation home checks, extra patrol requests, traffic enforcement and collision reports, and assisting other law enforcement agencies when needed.

The Patrol Division is divided into shifts that provide coverage to the entire City of Ukiah 24 hours per day, 365 days per year. The Patrol Division works 12 hour shifts and is the backbone of the Ukiah Police Department. A typical shift will comprise of one patrol sergeant and include two to three officers.

In 2019 the Patrol Division was challenged with legislative changes and increasing demands that required different methods and new ideas to address existing problems in the community. Along with continued staffing challenges our officers worked hard to maintain and deliver consistent law enforcement services to the community. The Patrol Division is proud of having the strong public support from the community that it serves.





Divisions – Administrative

The Administrative Lieutenant is directly responsible for overseeing several essential department functions and for recruitment and hiring department staff. As part of the hiring process I work closely with the City of Ukiah's Human Resources Department in processing all police department employees.

While operating in a highly competitive job market the Department has maintained a high standard in recruiting qualified police officer and dispatcher candidates. This is accomplished through a series of innovative hiring strategies. These strategies include a team approach with Human Resources, regular appearances with community groups, and meeting with potential officers, at police academies, who have not yet chosen where they want to work.

Recruiting challenges and officer shortages are being felt across the country. To mitigate this the City of Ukiah has recently offered hiring bonuses and a Relocation Benefit to increase our ability to be competitive in the current job market.

The pre-employment processes for the police department is extensive and includes written testing, interviews, polygraph examinations, background investigations, medical examinations, psychological examinations, ending with a Chief's interview. The entire process, beginning from submission of application to fully-trained Police Officer can take many months. We are constantly reviewing these processes and working to identify improved methods to hire needed staffing.

The Administrative Lieutenant is also responsible for the Police Department's training program for all sworn and non-sworn staff. During the past couple years there have been several changes in law that relate to how police departments across the state operate. As a result, it is a constant and ongoing job to stay apprised of the various training needs to ensure our current staff is providing the best possible quality of service to our community, and to ensure our departmental policies and training records are up to date.

The Administrative Lieutenant oversees specialized services and programs, which include; Detective Bureau, Special Enforcement Team (SET), School Resource Officer (SRO) Program, Parking, Crime Prevention, Evidence and Property, Peer Support, and Volunteer and Chaplain Services.





Divisions – Communications

The Ukiah Police Department Communications Center is the main Public Safety Answering Point (PSAP) for residents in the Cities of Ukiah and Fort Bragg. The Fort Bragg Police Department contracts with the City of Ukiah for their dispatch needs. The UPD Communications Center is staffed 24/7 by a minimum of two dispatchers, and there are four dispatch computer workstations in the Communications Center. These additional workstations are often used when there is a need for additional staffing, such as during flood events, fires or other critical law enforcement incidents.

Our dispatchers answer 9-1-1 and non-emergency phone lines for both cities and are able to effectively take information over the phone from citizens. The dispatchers type the information into the Computer Aided Dispatch system and verbally relay information to officers over the police radios. Dispatchers can send information to officers through their Mobile Digital Terminals and run computer inquiries for officers in the field. These inquiries vary from wanted or missing persons, stolen vehicles, property, or firearms, and vehicle and driver records.

Dispatchers are able to visually see where officers are on a mapping system and often have to look up callers' locations with GPS coordinates

In 2019 the dispatchers answered 69,223 phone calls. Some calls are determined to be occurring in other jurisdictions and dispatchers are able to transfer callers to the appropriate agency for fire, medical or other law enforcement assistance.

Dispatchers work closely every day with other public safety agencies. Most are local agencies but some may be across the state or across the nation.

In 2019 the dispatchers placed over 12,000 out going phone calls to other agencies. In 2019, our dispatch center also started successfully taking Text-to-911 calls. Our motto is "Call if you can, text if you can't". A phone call is always a better way to communicate effectively.

Dispatchers are also responsible for monitoring City of Ukiah security cameras, alarms, sending out emergency notifications, monitoring incoming all point bulletins (APB's) and other administrative duties.





Divisions - Records

The Ukiah Police Department Record and Administrative staff answer the business phone lines and assist the public in person during regular business hours. Our dedicated staff receive subpoenas on behalf of the department, handle requests for copies of crime and accident reports, receive public records requests, and perform many other administrative functions. We are also proud to say both of our Records Clerks are bilingual in Spanish. Our bilingual staff are often asked to help translate for non-Spanish speaking officers and detectives.

Our Records Clerks' other main duties consists of data entering crime reports, citations, traffic accidents, towed vehicles and found property into the Records Management Software (RMS) system. We are currently undergoing a major upgrade to our RMS system which will be new to everyone in the department. We hope to "go live" with our new system in late 2020.

The Records Clerks have been attending trainings and are busy getting ready for our new system. In addition, the Records staff also handles other duties such as Uniform Crime Reporting to DOJ, audits, notary work, taxi licensing, livescan fingerprinting for cannabis permits, department training records management, and more.

Our Crime Analyst/Dispatcher is assigned to handling the department's internal statistical reports related to monthly calls for service, crimes, arrests, citations, traffic accidents, and other law enforcement activities. Our Crime Analyst also helps other department supervisors compile data for meetings related to local mental health calls, homeless issues, animal calls and other quality of life matters in the City of Ukiah.

In 2019 our Crime Analyst attended a course where she learned new skills, such as how to analyze data to be used in criminal investigation. She can be called upon to assist detectives when Ukiah has a sudden increase of a particular type of crime. She also handles our monthly National Crime Information Center record validations and was recently assigned to help build our new Records Management System.

Our Crime Analyst is also responsible for producing the Annual Police Report. In addition to her Crime Analyst duties she works about a third of her annual hours helping cover in dispatch when we have staffing shortages.

Our Administrative Assistant works primarily handling the department financial records and budgetary preparation directly with the Chief of Police. This employee is trained to back up the Records Clerks if someone is out sick, on vacation or at training. She also fills in as a call taker in the Communications Center a few days a week.

The Administrative Assistant is assigned other tasks such as ordering equipment, processing evidence requests for the detectives, redacting records, assisting with large data requests and project management. This year she attended two grant writing classes and successfully obtained her first grant for the department.





Staffing - Sworn

Chief of Police

Captain

Administrative Lt.

Detectives

SET

School
Resource
Officers

Task
Force

Parking

Evidence

Crime
Prevention

Volunteers

Sergeant

Sergeant

Officer

Officer

CSO

CSO

CSO

Civilian

Officer

Vacant
Officer

Vacant
Officer

Vacant
Civilian

Officer

Vacant
Officer

Vacant
Officer

Vacant
Officer

Operations Lt.

Day Shift 1

Night Shift 1

Cover Shift 1

Day Shift 2

Night Shift 2

Cover Shift 2

Sergeant

Sergeant

Vacant
Officer

Vacant
Sergeant

Sergeant

Vacant
Officer

Officer

Officer

Officer

Officer

Officer

Officer

CSO

Vacant
Officer

Officer

Officer

Officer

CSO

Officer

Officer

Vacant
Officer

Ukiah Police Department is authorized 34 police officers but remains understaffed ending the year with 26 officers.

To Apply, visit www.ukiahpolice.com



Staffing - Civilian

Chief of Police

Captain

Communications
and Records
Supervisor

Day
Shift 1

Night
Shift 1

Day
Shift 2

Night
Shift 2

Dispatcher

Dispatcher

Dispatcher

Dispatcher

Dispatcher

Dispatcher

Dispatcher

Dispatcher

Records Department

Police
Records
Clerk

Civilian

Civilian

Crime
Analyst

Civilian

Administrative
Assistant

Civilian



Meet Our Team!



Chief Wyatt is a 25-year veteran of the Ukiah Police Department, and has served more than 30 years in Law Enforcement. The Chief has served the Department as a patrol officer, was assigned to the Mendocino Major Crimes Task Force, as a sergeant in Patrol and in the Training and Special Enforcement Unit, and as a Patrol Commander. He has overseen the Field Training Program, served as a rangemaster and on the SWAT Team, and as an Instructor with Mendocino College. The Chief holds a Bachelor's of Science in Criminal Justice Management and is a graduate of various leadership programs including Leadership Mendocino and the FBI National Academy.

Captain Sean Kaeser started his career with the Ukiah Police Department as an unpaid reserve officer. After being hired as a sworn Police Officer for the City of Ukiah, Sean has served the department and the community in a variety of assignments throughout his career, including Patrol, K-9, Field Training Officer, Major Crimes Task Force, Patrol Sergeant, Administrative Sergeant, and Lieutenant.

Lieutenant Cedric Crook is a 22 year veteran of the Ukiah Police Department and has worked a variety of assignments to include: Patrol, Field Training Officer, SWAT Team, K9 Handler, assigned to the Mendocino Major Crimes Task Force, Patrol Sergeant, Detective Sergeant, and Operations Lieutenant.

Lieutenant Noble Waidelich began his career in corrections, before being hired by the Ukiah Police Department in 2005. Lieutenant Waidelich holds a Bachelors of Science Degree in Business Administration from California State University, Chico and has worked several assignments to include; Patrol, FTO, Detectives and as a Patrol Sergeant prior to promoting to Lieutenant.

Communications and Records Supervisor Tracey Porter started her career as a dispatcher in 1990. In addition to working for the Ukiah Police Department, Tracey has worked for the Willits Police Department and the Napa Police Department. Tracey Porter was promoted to the Dispatch Supervisor in 2011. Tracey manages all aspects of the Dispatch Center at Ukiah PD which consists of 8 full time dispatchers. Supervisor Tracey Porter has also spent time during her law enforcement career working as a Records Clerk. Tracey currently supervises two Records Clerks, one Crime Analyst/Dispatcher and an Administrative Assistant. Tracey Porter took over supervising the Records/Administrative Office in 2015. Prior to 2015, the supervisor of this unit was the Police Captain.



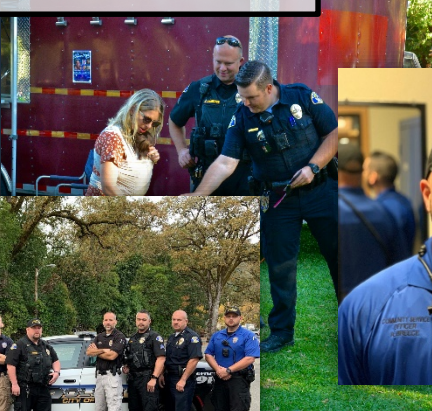
Meet Our Team!

Years of Service with the Ukiah Police Department

Chief Wyatt 25 Years
 Captain Kaeser 27 Years
 Lieutenant Crook 22 Years
 Lieutenant Waidelich 14 Years
 Sergeant Hoyle 31 Years
 Sergeant Pintane 24 Years
 Sergeant Long 14 Years
 Sergeant Phillips 11 Years
 Sergeant Snyder 11 Years
 Officer Murray 11 Years
 Officer Delapo 7 Years
 Officer J. Chapman 6 Years
 Officer Madrigal 6 Years
 Officer B. Chapman 6 Years

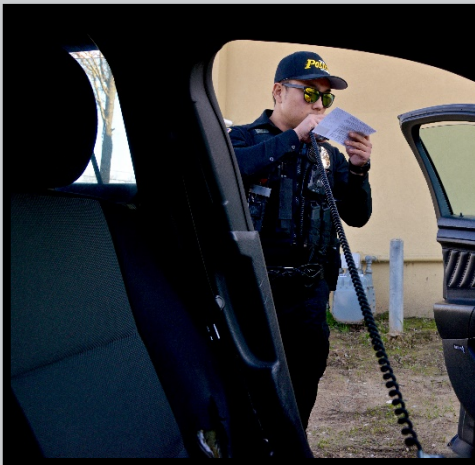
Officer Donohue 5 Years
 Officer Brazill 5 Years
 Officer Corning 4 Years
 Officer Rigby 4 Years
 Officer Elledge 3 Years
 Officer Perez 3 Years
 Officer Oswald 2 Years
 Officer Cowan 1 Year
 Officer Min 9 Months
 Officer Infante 7 Months
 CSO Bartholf 16 Years
 CSO Freeman 9 Years
 CSO Mosna 6 Years

CSO R. Breece 1 Year
 Supervisor Porter 18 Years
 Dispatcher Ronk 30 Years
 Dispatcher T. Breece 12 Years
 Dispatcher Pittman 10 Years
 Dispatcher Rockel 10 Years
 Dispatcher Denham 7 Years
 Dispatcher Stone 2 Years
 Dispatcher Nelson 2 Years
 Dispatcher Schofield 1 Year
 Records Clerk Castanon 22 Years
 Records Clerk Garcia 8 Years
 Crime Analyst Mason 8 Years
 Assistant Mathias 2 Years





Patrol Division

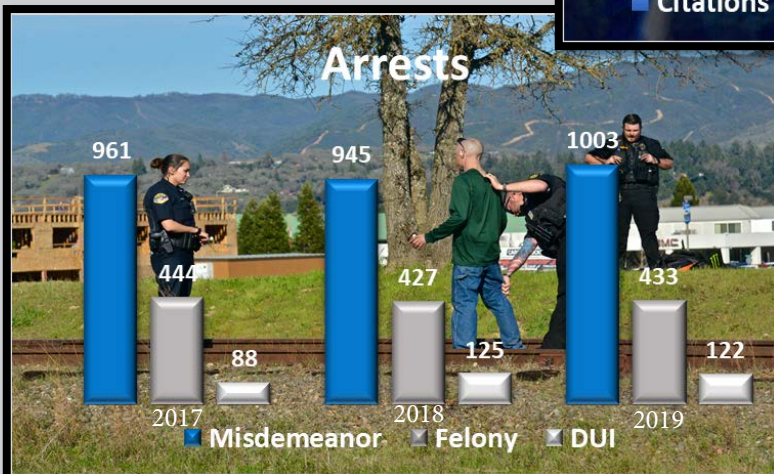
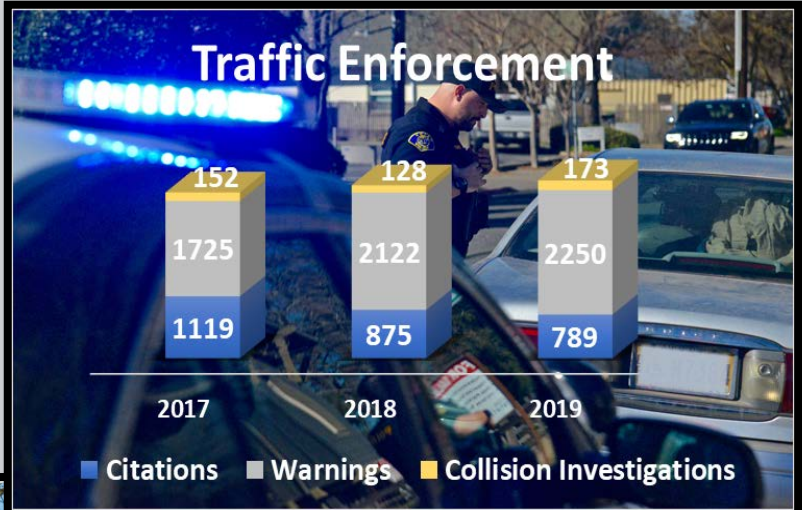


Officers working in the Patrol Division are often the first point of contact for those needing police services and perform the most visible functions of our Department. Patrol officers are seen responding to calls for service, performing traffic enforcement and accident investigations, patrolling neighborhoods, problem solving, and interacting with the community. The Patrol Division is staffed 24 hours a day, 7 days a week, and 365 days a year to help maintain order and provide public safety to our community.

A patrol officer handles very diverse situations and performs a wide variety of functions. Our officers often times perform their own follow-up investigations for calls they have responded to, locating and interviewing additional witnesses, recovering stolen property, obtaining evidence, and arresting offenders.

2019 Top 10 Ukiah Officer Calls

Transient Related	3030
Suspicious Person/ Vehicle/Circumstance	2364
Alarms	984
Disturbances	872
Fights	519
Welfare Checks	496
Shoplifter	362
Civil Matters	317
Trespassers	306
Juvenile Problems	285





Patrol Division

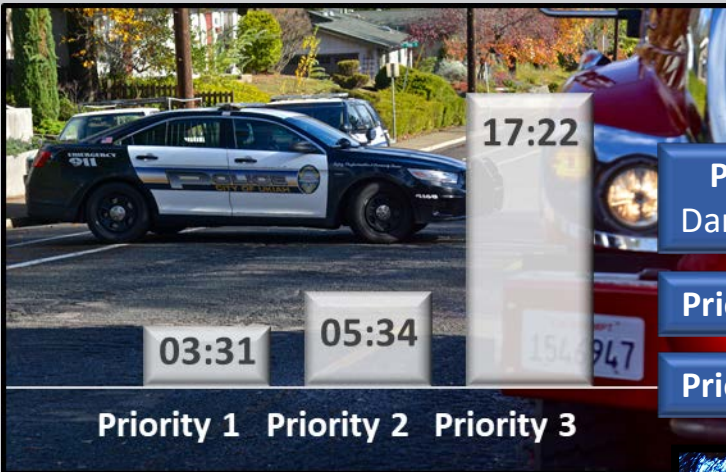
What the community doesn't often see is the great time and care our officers take preparing reports, processing evidence, performing investigative inquiries, testifying in court, and participating in community events. Within a 24 hour period in the City of Ukiah our patrol officers handle approximately 68 calls for service, make an average of 5 arrests, and issue several traffic citations in addition to these behind the scenes activities.

Officers that have completed their academy training are assigned to patrol for field training. Our field training officers were very busy in 2019, training new officers and preparing them for the demands and excitement of working in patrol on their own.



Did you know?

The Ukiah Police Department responded to approximately **68** calls for service a day!



Priority 1: Immediate
Danger to Life or Property

Priority 2: Urgent, Non Life-Threatening

Priority 3: Non Urgent, Not in Progress

Ukiah Police Officers responded to 24,967 Calls For Service in 2019. Ukiah Police Officers investigated 3505 cases, made 1003 Misdemeanor arrest, 433 Felony arrests, and issued 457 field citations.





Community Service Officer



The Patrol Division's Community Service Officers help handle many service calls each day, diverting workload from patrol officers increasing their availability for priority calls for service. CSO's are typically responsible for handling non-hazardous situations such as traffic collisions, lost and found property, abandoned vehicle complaints, animal control calls, theft related calls when a suspect is unknown, and a variety of other service requests.

The Department's CSO's often participate and organize our deployment in various organized events and parades that occur throughout the year in the City of Ukiah. Our CSO's perform a vital function and have a tremendous role in supporting the Department's service delivery and the community.



2019 Top 10 Ukiah CSO Calls

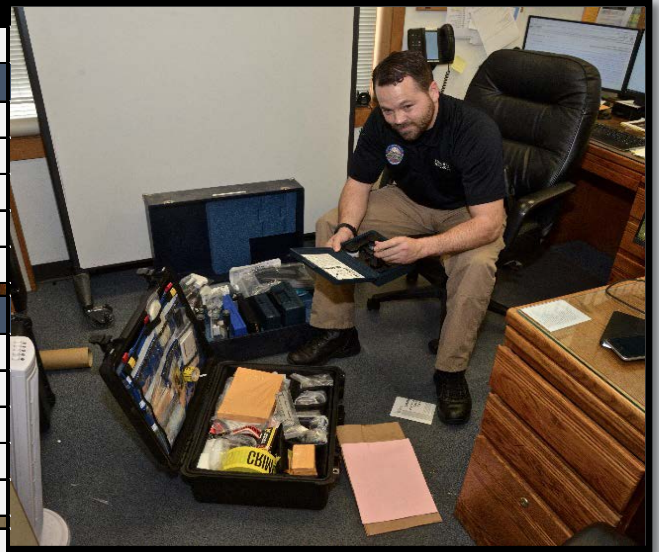
Animal	893
Theft	565
Traffic Accidents	488
Parking/AVA Complaints	449
Property	429
Registrants	317
Vandalism	309
Fraud	163
Burglary	138
Stolen Vehicle	92



Detective Bureau

FBI Index Crime Categories

	2017	2018	2019
Violent Crime			
Homicide	0	1	1
Rape	14	15	9
Robbery	20	11	24
Assault	276	233	290
Violent Crime Totals	310	260	324
Property Crime			
Burglary	59	77	117
Theft	234	148	147
Vehicle Theft	42	59	34
Arson	11	27	22
Property Crime Totals	346	311	320
Total FBI Index Crimes	656	571	644



Interesting!

The Ukiah Police Department submitted approximately 786 cases to the D.A.'s office for prosecution this year, with an overall **74%** charging rate.

Our Detective Bureau is supervised by a very seasoned investigator, Detective Sergeant Rick Pintane, whose most notable investigation landed him a spot on America's Most Wanted in 2012. Detective Sergeant Pintane's unit this year was comprised of two full time Detectives, and oversees two School Resource Officers who are often relied upon for support.

This Bureau often coordinates with allied agencies to investigate and solve crimes that fall outside the scope of normal patrol duties. Crimes are solved the old fashioned way—by skilled, trained investigators who work with great determination and persistence to see justice done. During this year these cases took Detectives from the center of the state to the coast apprehending offenders and solving crimes that started here in Ukiah.



Index Crimes Clearance Rates

	2017	2018	2019
Violent Crime			
Committed	310	260	324
Cleared	77%	87%	86%
State Average	49%	45%	Not Available
Property Crime			
Committed	346	311	320
Cleared	53%	51%	43%
State Average	10%	10%	Not Available



Special Enforcement Team

The Special Enforcement Team was formed in 2015 and was designed to address quality of life type issues requiring daily attention. This year SET again focused working with the homeless population by addressing criminal conduct such as unlawfully disposing of trash in waterways, sewage disposal, abandoned vehicle issues and more.

A key investigation during this period was the Airport Road cleanup. This required collaboration between several City departments and resulted in over 15 tons of trash being removed from the area.

The SET helps relieve the patrol division of numerous service calls that are not typically resolved through enforcement alone, or are not police matters. Additionally, SET is responsible for the eradication of unlawful marijuana related activities, and has significantly impacted illegal outdoor growing in recent years.



141 Case Numbers
160 Marijuana Plants Seized
13 Fish & Game Citations
64 Trespass and Ukiah City
Code Violations
7 Encampment Clean Ups
15 Tons of Debris Removed



The Department's Special Enforcement Team's designated staffing level is 2 officers and a sergeant. During most of 2019 due to staffing shortages, the unit was staffed with only a sergeant. In August of 2019, again due to shortage of staffing the unit became unstaffed, and remains so.

The important duties and service demands typically addressed by members of this team have fallen to the Patrol Division. The officers of this Department recognize the importance of these quality of life type of activities and their value to the community, and have done an outstanding job addressing these issues along with an already disproportionate workload. Officers have committed to working on their days off to remain engaged with the vulnerable portion of our community who remain homeless, and continue working towards better serving those individuals and the community.



School Resource Officer



In partnership with the Ukiah Unified School District, the Ukiah Police Department deploys a School Resource Officer Program overseen by the Detective Sergeant. The SRO assigned to the Ukiah High School is partnered with a K9 named Jack, who is a young, energetic Springer Spaniel and who is no ordinary K9. Jack is capable of detecting not only drugs, but also firearms and ammunition which increases the safety of our students and community. In Jack's off time he likes chasing balls and being groomed.

Our SRO assigned to truancy oversees student school attendance for 6 elementary schools, 2 middle schools, and both high schools within the Ukiah Unified School District.

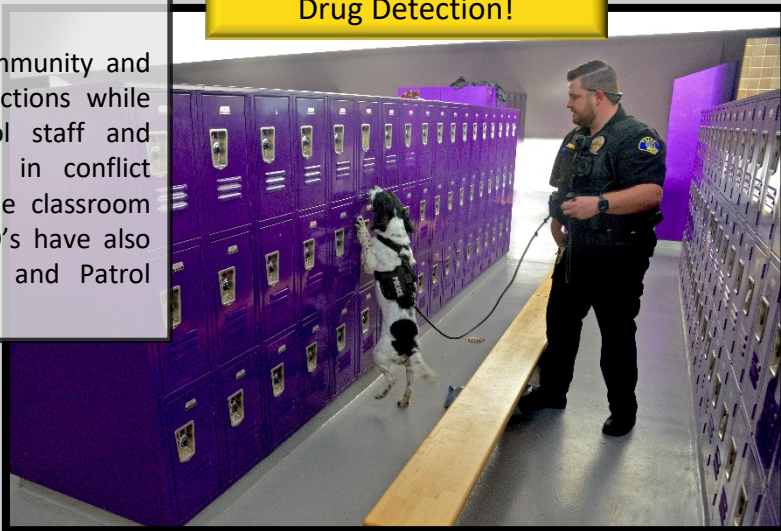
School Resource Officers responded to 264 truancy related incidents, completed 122 school presentations, conducted 26 drug searches, and Investigated 53 Cases!

Both SRO's provide police services to local school grounds and areas adjacent to schools, and maintain a close partnership with school administrators to provide for a safe school environment.

Our SRO's are visible within the school community and often attend and participate in school functions while building working relationships with school staff and student and parent groups. SRO's assist in conflict resolution and interact with students in the classroom while being a positive role model. Our SRO's have also been essential in assisting our Detective and Patrol divisions.

Did You Know?

K9 Jack is trained in both
Firearm and
Drug Detection!





Crime Prevention & Community Outreach



Did You Know?

You can view all of UPD's
Crime Prevention
Brochures on our website!
www.ukiahpolice.com

Our Community Services Officer assigned to Crime Prevention, Nancy Sawyer, works to comprise strategies and measures that seek to prevent or reduce the risk of crimes occurring. CSO Sawyer administers the Department's Business Watch Program by working with the public and business community. She addresses issues such as impacts of homelessness, parking lot signage, private property towing procedures, and commercial alarms activations. CSO Sawyer helps coordinate many community events and is responsible for coordinating traffic control operations during many of the parades occurring throughout the year in the city.

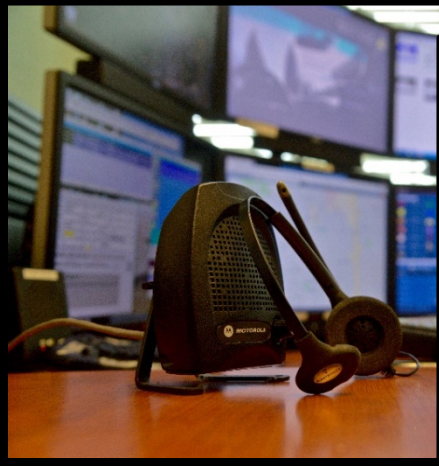
CSO Sawyer has received certification in Crime Prevention Through Environmental Design (CPTED), working closely with planning officials on proposed and existing commercial developments in the city. These concepts and methods are typically integrated into the project's design to prevent or reduce the potential for criminal activity related to the business. This officer has incorporated CPTED methods into evaluating proposed cannabis related businesses to ensure submitted security plans are in compliance with local ordinances.



CSO Sawyer assists Crossing Guards at the elementary school nearly everyday! She also visits with the boys and girls club weekly!



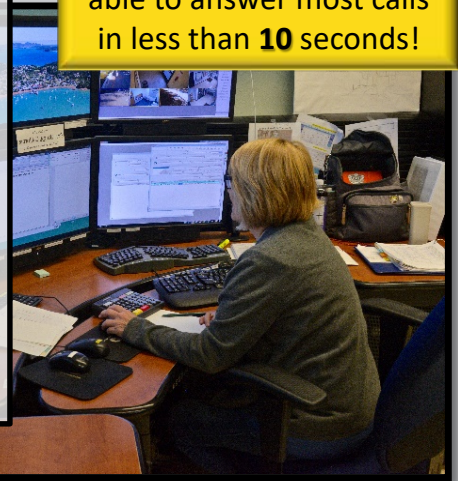
Communications & Records



Our Communications Center handles 9-1-1 and non-emergency calls for the City of Ukiah and City of Fort Bragg Police Departments. There are two dispatchers scheduled to work 24 hours a day, 7 days a week. Our Communications Center handles an average of 12,000 9-1-1 calls per year and approximately 58,000 non-emergency phone calls. We also dispatch for the City of Ukiah Electric Department, Streets, Water and Sewer Departments after regular business hours and on weekends.

Interesting

In 2019 our dispatchers received about 70,000 phone calls and they were able to answer most calls in less than **10 seconds!**

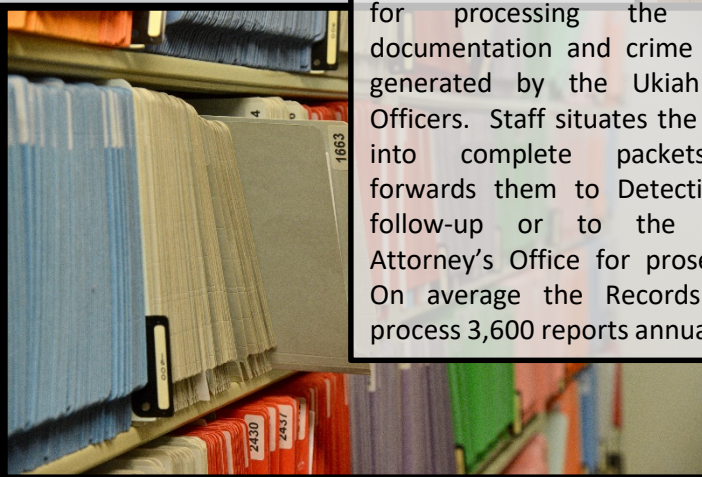


Fun Fact

Dispatchers are trained to ask the right questions! On average, our dispatchers only need about a **1 minute** conversation with the caller to get help started!



The Record Clerks are responsible for processing the traffic, documentation and crime reports generated by the Ukiah Police Officers. Staff situates the reports into complete packets and forwards them to Detectives for follow-up or to the District Attorney's Office for prosecution. On average the Records Clerks process 3,600 reports annually.



Did You Know?

Both of our Front Office/Records Clerks speak Spanish!



Evidence, Parking, and Volunteers

Property and Evidence

The Community Services Officer responsible for Evidence and Property categorizes and catalogues all the Police Department's property storage, ensuring preservation and proper disposition of all items received and held at the department. The property manager ensures evidence and property is properly stored and maintained, coordinates the return of property or its release for destruction, auction and donation, and is responsible for conducting inventories of the property room per department policies and procedures.

Fun Fact

Our Evidence Technician processed approximately 1600 articles of property and evidence in 2019!



Interesting

In 2019, Parking Enforcement issued 1923 parking citations.

Parking Enforcement

The Community Services Officer assigned to parking is responsible for ensuring drivers comply with local parking regulations and ordinances, and to issue citations for violations related to illegally parked vehicles. This officer collects money from metered parking, assists in traffic control activities, patrols parking lots, and arranges towing services for vehicles as necessary.

Volunteer Services

The department currently has one volunteer who reports weekly and assists the Detective Bureau with processing audio recording and photographic evidence. This member of the community donates their personal time to the department on a regular basis, and has proven to be a significant help to the Detective Bureau in complying with an increasing workload in supplying such evidence.

In 2019, our Volunteer Mike Glenn, was recognized with a Community Service Award!





What's New?

Personnel

Noble Waidelich was promoted from Patrol Sergeant to Administrative Lieutenant, and Officer Brett Chapman was assigned as a School Resource Officer and partnered with K-9 Jack. We hired 3 new officers this year; one of whom was an Academy Graduate and with 2 currently in the academy. We ended the year with 26 officers out of 34 funded positions, 1 more than last year.



Technology

The Department is undergoing a major upgrade to its Records Management System - The new system will be web-based and provide for enhanced crime reporting, and allow for compliance with DOJ reporting requirements and future data collecting and reporting mandates.

The Department also began taking Text to 911 calls in 2019! Call if you can, text if you can't!



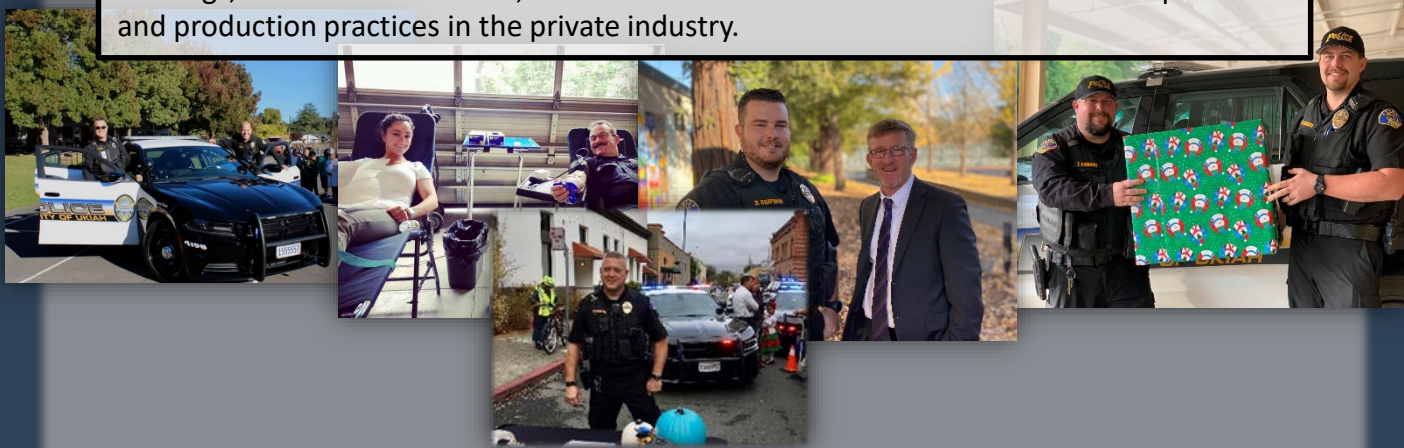


What's New?

Partnerships

The Department worked closely with the County's HHSA to finally deploy an officer in partnership with a social worker to perform outreach and engage homeless individuals in the field, into transformative services.

We participated in over 20 community events in 2019, to include; the Chili Cook-Off, blood drives, youth focused events and career days, multiple school events, community trainings, No Shave November, and we toured local businesses to learn about personnel and production practices in the private industry.



Equipment & Facilities

The Department authorized changes in uniforms and equipment, focusing on officer safety and wellness. Department Staff worked closely with facilities personnel to improve aesthetics at the Police Facility, also evaluating security concerns and made recommendations for improving appearance while reducing potential dangers.





Officer of the Year

Officer of the Year Max Brazill

The Ukiah Police Department's Officer of the Year Award is awarded annually to the officer who demonstrates the highest level of the department's organizational values in the course of their day to day duties. During 2019, Officer Max Brazill's dedication to our organizational values of safety, professionalism, and community service has been commendable.

The year 2019, has been a challenging year for everyone at the department, as we have all worked through a serious staffing shortage. Throughout this time period Officer Max Brazill has remained resilient and assisted our agency in many productive ways. Officer Max Brazill assisted our agency with this crucial role of being a Field Training Officer and was assigned to train several Officers during this time period. Being an FTO is a critical role to our department as it directly affects all of our staff and is very demanding. FTO's often work past their assigned shifts to stay on top of all the documentation or to assist trainees in deficient areas. This overtime is in addition to other scheduled overtime an FTO might be working.

In addition to the aforementioned responsibility of being an FTO, Officer Max Brazill has been a Range Master for our department for the past couple of years. Being assigned as a Range Master requires a substantial time commitment and comes with a very serious responsibility. Range Masters are not only responsible for conducting range training, but they spend significant amount of time preparing and maintaining department firearms. Range Masters are responsible for making sure the members of our department are proficient with their firearms, and evaluating what equipment our members are using. This sometimes requires additional training outside the dates of our normally held ranges and or time spent researching current and new equipment.

Lastly but not least, Officer Brazill is well respected by those Officers he has trained, his peers, supervisors and community. During this year there was a need for an officer to move from a more desirable shift to weekend nights. Without hesitation Officer Max Brazill volunteered to switch from a shift he had selected to weekend nights to cover for staffing needs to help the department. In addition, Officer Brazill has filled vacant supervisor positions as Officer in Charge. Officer Brazill treats both people in our community and those he works with, with compassion and respect, which is likely related to why he is well liked and respected.

Officer Max Brazill is awarded the Department's Officer of the Year Award for his dedication and commitment to the agency as well as his valuable acts of police service. Officer Brazill's performance is in line with the values of the Ukiah Police Department; Safety, Professionalism, and Community Service





Dispatcher of the Year

Dispatcher of the Year Tiffany Breece

The Ukiah Police Department Dispatcher of the Year Award is awarded annually to the Dispatcher who demonstrates the highest levels of the department's organizational values, in the course of their day to day duties. During 2019, Dispatcher Tiffany Breece's performance as a Dispatcher was a clear reflection of our organization's values of safety, professionalism and community service.

Dispatcher Tiffany Breece was nominated by three of her peers for Dispatcher of the Year and was unanimously selected for this award by the Ukiah Police Department's supervisors.



During 2019, Dispatcher Tiffany Breece has continuously proven to be an excellent Dispatcher at the Ukiah Police Department. Tiffany is a patient and knowledgeable trainer. Tiffany has spent a better part of the year helping train new employees and shows up to work every day with an impeccable attitude and ready to serve the community.

Dispatcher Tiffany Breece has shown great adaptability working with multiple partners during our recent vacancies and remains upbeat. Whoever Tiffany's partner is for the day can rely on her to be aware of what is happening in both cities. Tiffany possesses many traits that make her an excellent dispatcher, including but not limited to, a calm demeanor on the radio, consistency in handling calls, great accuracy in her computer inquires and maintains endless professionalism.

Dispatcher Tiffany Breece is awarded the Department's Dispatcher of the Year Award for highly intelligent and valuable acts of public safety and community service, which demonstrates special initiative and perseverance during 2019.

Dispatcher Tiffany Breece's performance is in keeping with the highest values of the Ukiah Police Department to ensure the safety of our fellow citizens and fellow officers, performs her duties with professionalism, and provides a vital service to the community we are entrusted to serve.

The Ukiah Police Department is lucky to have you Tiffany. Congratulations!



Awards

11550 H&S Award Officer Kevin Murray

The Department's 11550 H&S award is awarded annually to the patrol officer who provides safety and service to the community by reducing dangerous drugs, drug sales and other activities associated with drugs – through the identification and arrest of people under the influence of drugs, possessing drugs, transporting drugs, or selling drugs within our community.

In 2019 Officer Kevin Murray's work in investigating over 75 drug related incidents in persons being under the influence of narcotics, possessing, transporting or selling narcotics is commendable. Officer Kevin Murray's actions exemplifies our Department's core values of Safety, Professionalism, and Community Service and the core values of the City of Ukiah – Professionalism, Service, Teamwork, Innovation and Safety.

It is due to Officer Kevin Murray's admirable efforts that he is awarded the 11550 H&S Award for 2019.

Officer Kevin Murray's performance is in keeping with the highest values of the Ukiah Police Department to ensure the safety of our fellow citizens and fellow officers, while performing our duties with professionalism and providing a vital service to the community we are entrusted to serve.



23152 VC Award Officer Saul Perez

The Department's 23152 CVC Award is awarded annually to the patrol officer who provides safety and service to the community by reducing injury accidents and vehicle fatalities – through the identification and arrest of drivers under the influence of alcohol and/or other drugs.

In 2019 Officer Saul Perez's work in reducing drunk driving collisions and protecting the safety of our community is commendable. During this past year Officer Saul Perez identified, arrested and effectively removed 29 intoxicated drivers off of our streets.

Officer Saul Perez's actions exemplifies our Department's core values of Safety, Professionalism, and Community Service and the core values of the City of Ukiah – Professionalism, Service, Teamwork, Innovation and Safety. It is due to Officer Saul Perez's admirable efforts that he is awarded the 23152 CVC Award for 2019.

Officer Saul Perez's performance is in keeping with the highest values of the Ukiah Police Department to ensure the safety of our fellow citizens and fellow officers, while performing our duties with professionalism and providing a vital service to the community we are entrusted to serve.





Awards

Life Saving Award

On September 22, 2019, UPD Dispatch received a call regarding a man who fell off his bicycle at Hastings Rd. near the railroad tracks. UPD Dispatch advised the man possibly had a seizure and was not breathing. Approximately 4 minutes after the call came in, Officer Corning and his trainee arrived at the scene and found the victim. The victim was partially lying in blackberry bushes and was on uneven/unstable ground.

Officer Corning quickly realized the victim's eyes were dilated, he had no pulse and he appeared to be deceased. He told his trainee to run back to the patrol car to get the AED from the trunk. While this was happening, Officer Corning grabbed the victim by the arm, drug him back towards the road and on to a flatter, more stable surface.

While there, Officer Corning assessed the victim and began CPR in the form of chest compressions. Officer Corning performed CPR for several minutes until medics arrived and took over. Medics were able to find a faint pulse and stabilize the victim. He was ultimately safely transported to the hospital.

Medics who were on scene later contacted UPD and credited Officer Corning with saving the victim's life. They said the victim suffered a major cardiac event and if it wasn't for Officer Corning's actions of quickly and effectively administering CPR, he almost certainly would have died.

Officer Corning is awarded this Lifesaving Award for his committed and courageous actions above and beyond the call of duty, which saved the life of an innocent person.

Officer Corning's performance is in keeping with the highest values of the Ukiah Police Department to ensure the safety of our fellow citizens and fellow Officers, perform our duties with professionalism, and provide a vital service to the community we are entrusted to serve.





Looking Ahead

Technology and Facilities



- Upgrade the Ukiah Police Website
- To deploy an app focused on officer wellness.
- New Records Management System which will help officers mainstream the report writing process.
- Continue improvements to the Police facility to improve security and aesthetics.

Staffing Levels



The Department is fortunate to have the support of City Council and City Staff and will work to maximize recently approved recruiting incentives. We plan to broaden our exposure even further in the job market, and continue to identify and utilize other innovative and effective recruitment and retention strategies to build and harden officer and dispatcher staffing levels.

Partnerships



The Department will study and evaluate co-responder models while working closely with our supportive service and community partners, to develop and promote this program to more effectively and safely serve vulnerable populations in the field.



Thank You!



THANK YOU!



We would like to thank the members of our community for their continuous support throughout 2019! We are honored to serve such a supportive and dedicated community!





UKIAH

POLICE DEPARTMENT

Thank you for your continued support!



Safety, Professionalism, Community Service



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for El Dorado Lift Station Replacement, Specification 19-13.

DEPARTMENT: Public Works

PREPARED BY: Jason Benson, Senior Civil Engineer

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Notice of Completion_Spec19-13
2. Contract No. 1920-108
3. CCO 1_Executed_24JAN2020
4. Subcontractor Addition_10JAN2020

Summary: Staff is submitting a report to the City Council that recommends accepting the work as complete for the El Dorado Lift Station Replacement project, Specification No. 19-13.

Background: The City Council awarded a contract on August 7, 2019, to Bartley Pump, PM LLC of Santa Rosa, CA in the amount of \$137,650 inclusive of quantities to be billed at actual amounts on behalf of the Ukiah Valley Sanitation District (UVSD). The project involved the removal of the existing lift station and replacing with a new lift station manufactured by Xylem/Flygt that included pump station, pumps, valves, and electrical control cabinet.

Discussion: The work of the contract was completed by the contractor in substantial conformance with the approved plans and specification on February 7, 2020. (See Notice of Completion, Attachment 1 and Contract, Attachment 2.) The City Engineer approved a change order (Attachment 3) totaling \$5,042.59 for installation of an electrical transfer switch that would allow a service team to swap the system over to generator back up power in the event of loss of power from PG&E. During the time of construction, the contractor was unable to provide an equipment operator to run the excavation and compaction machinery for replacement of the underground station, and added a subcontractor (Attachment 4), Ghilotti Construction Company from Santa Rosa CA, to perform this work at no extra time or cost to the contract. Based on actual quantities constructed and the authorized contract change order, the final contract cost was \$142,692.59. Final payment of the retention will be made to the contractor after 35 days from the date the Notice of Completion is filed with the County Recorder. Staff has reported the total cost of the project, including change orders to the UVSD.

Recommended Action: 1. Accept the work as complete.

2. Direct the City Clerk to file the Notice of Completion with the County Recorder for El Dorado Lift Station Replacement, Specification No.19-13.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: \$142,692.59

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 94424424.80230.18088

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1920108

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 El Dorado Lift Station Replacement project, Specification No. 19-13 of all said owners is that of fee simple.
3. That on the 7th day of February, 2020, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Bartley Pump, PM LLC, 4000 S Moorland Avenue, Santa Rosa, CA 95404.
5. That the real property herein referred to is described as the specific section near 1500 Redemeyer Road in Mendocino County, California outside the Ukiah City Limits along the east bank of the Russian River.

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 #1920-108

CITY OF UKIAH
Mendocino County, California

AGREEMENT**FOR****EL DORADO LIFT STATION REPLACEMENT****Specification No. 19-13**

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 Bartley Pump, PM LLC 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 twelve (12) 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 1st day of October, 2019.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: [Signature]
CITY MANAGER, CITY OF UKIAH

Attest: [Signature]
CITY CLERK, CITY OF UKIAH

By: Jason Smith
CONTRACTOR

Attest: [Signature]
Title: General Manager - Bartley Pump PM, LLC

The foregoing contract is approved as to form and legality this 26th day of September, 2019.

[Signature]
CITY ATTORNEY, CITY OF UKIAH

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Sonoma

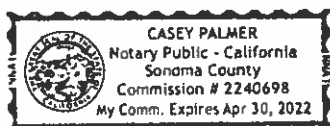
On 9-18-19 before me, Casey Palmer, Notary Public

personally appeared Jason Robert Smith

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.



Casey Palmer
Signature of Notary

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

- ☐ PARTNER(S)
☐ MEMBER of LLC
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR

OTHER: _____

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

Signer(s) other than named above

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on August 8, 2019, by and between the City of Ukiah (Ukiah) and Bartley Pump, PM LLC (Contractor).

Contractor is

performing work as per Specification No. 19-13 El Dorado Lift Station Replacement
_____ 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: _____

General Manager

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Sonoma

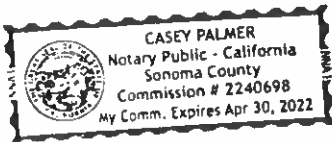
On 9-18-19 before me, Casey Palmer, Notary Public

personally appeared Jason Robert Smith

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.



Casey Palmer
Signature of Notary

OPTIONAL

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CAPACITY CLAIMED BY SIGNER

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER

☐ PARTNER(S)
☐ MEMBER of LLC
☐ ATTORNEY-IN-FACT
☐ TRUSTEE(S)
☐ GUARDIAN/CONSERVATOR
OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Title or Type of Document

Number of Pages

Date of Document

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

Signer(s) other than named above

CITY OF UKIAH
Mendocino County, California

Bond No. 76172482

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, Bartley Pump PM, LLC

_____, **AS PRINCIPAL**, and

The Guarantee Company of North America USA

_____, **AS SURETY**,

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

One Hundred Thirty Seven Thousand Six Hundred Fifty and 00/100 dollars (\$ 137,650.00-----)

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 August 8, 20 19, 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 9th day of August, 20 19.

In the presence of:

WITNESS:

(Individual Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

WITNESS:

Carolyn A Camp
Carolyn A Camp

Donald C Devine

Name & Title

Donald C Devine President & CEO

Bartley Pump PM, LLC

(SEAL)

(Corporate Principal)

4000 South Moorland Avenue

(Business Address)

Santa Rosa, CA 95407

(City/State/Zip Code)

ATTEST:

Martin Devaney
Martin Devaney

Donald C Devine

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

William Jungreis
William Jungreis, Attorney-in-fact

ATTEST:

Lynn Rosenthal
Lynn Rosenthal, Witness

The Guarantee Company of North America USA

(Corporate Surety)

Affix
Corporate
Seal

One Towne Square, Suite 1470

(Business Address)

Southfield, MI 48076

(City/State/Zip Code)

The rate of premium on this bond is \$ 20.00 per thousand.

The total amount of premium charges is \$ 2,753.00 (included in premium for Performance Bond)

(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, Donald C Devine, certify that I am the President &
Secretary of the corporation named as Principal in the foregoing bond; that
Donald C Devine, who signed the said bond on behalf of the Principal, was then
Donald C Devine President & CEO 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.

Donald C Devine

Affix Corporate Seal



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

James F. Crystal, Sanford F. Crystal, William Jungreis
Crystal IBC LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

Further, this Power of Attorney is signed and sealed by facsimile pursuant to resolution of the Board of Directors of the Company adopted at a meeting duly called and held on the 6th day of December 2011, of which the following is a true excerpt:

RESOLVED that the signature of any authorized officer and the seal of the Company may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, contracts of indemnity and other writings obligatory in the nature thereof, and such signature and seal when so used shall have the same force and effect as though manually affixed.



IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

STATE OF MICHIGAN
County of Oakland

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9th day of August, 2019

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA
Home Office, Southfield, Michigan
STATUTORY BALANCE SHEET
December 31, 2018

ASSETS

Cash and Short-Term Investments	\$ 88,508,407
Marketable Securities	151,857,941
Premium and Agents Balances (under 90 days)	5,007,524
Reinsurance Receivable on paid losses	529,666
Accrued Interest and Dividends	812,435
Net Deferred Tax Asset	1,637,933
Other Assets	<u>1,195,275</u>
Total Admitted Assets	<u><u>\$249,549,181</u></u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 9,077,422
Unearned Premium Reserve	22,744,950
Accrued Expenses	4,210,825
Ceded Reinsurance Premiums Payable	1,207,940
Taxes, Licenses and Fees Payable	374,668
Federal Income Tax Payable	296,413
Funds Held	9,869,832
Other Liabilities	<u>1,844,929</u>
Total Liabilities	<u><u>\$ 49,626,979</u></u>

CAPITAL AND SURPLUS

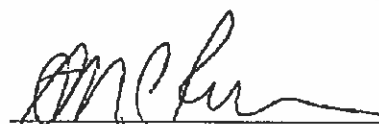
Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>55,901,232</u>
Total Policyholders' Surplus	<u><u>\$199,922,202</u></u>
 Total Liabilities, Capital and Surplus	 <u><u>\$249,549,181</u></u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2018.

Sworn to before me this 19th day of March 2019.


Notary
Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County


Stephen C. Ruschak, President & COO

CITY OF UKIAH
Mendocino County, California

Bond No. 76172482

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, Bartley Pump PM, LLC

AS PRINCIPAL, and

The Guarantee Company of North America USA

AS SURETY,

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

One Hundred Thirty Seven Thousand Six Hundred Fifty and 00/100 dollars (\$ 137,650.00-----)
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 August 8, 2019,
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 9th day of August, 2019.

In the presence of:

WITNESS:

(Individual Principal) (SEAL)

(Business Address)

(City/State/Zip Code)

WITNESS:

Carelyn A. Camp
Carelyn A. Camp

Donald C Devine President + CEO
Name & Title

Bartley Pump PM, LLC (SEAL)
(Corporate Principal)

4000 South Moorland Avenue
(Business Address)

Santa Rosa, CA 95407
(City/State/Zip Code)

ATTEST

Martin Deary
Martin Deary

Donald C Devine
(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

Lynn Rosenthal
Lynn Rosenthal, Witness

William Jungreis, Attorney-in-fact

The Guarantee Company of North America USA Affix
(Corporate Surety) Corporate
Seal

One Towne Square, Suite 1470
(Business Address)

Southfield, MI 48076

(City/State/Zip Code)

The rate of premium on this bond is \$ 20.00 per thousand.

The total amount of premium charges is \$ 2,753.00.

(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, Donald C Devine, certify that I am the President +
Secretary of the corporation named as Principal in the foregoing bond; that
Donald C Devine, who signed the said bond on behalf of the Principal, was then
President + CEO 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.

Donald C Devine Affix Corporate Seal



The Guarantee Company of North America USA
Southfield, Michigan

POWER OF ATTORNEY

KNOW ALL BY THESE PRESENTS: That THE GUARANTEE COMPANY OF NORTH AMERICA USA, a corporation organized and existing under the laws of the State of Michigan, having its principal office in Southfield, Michigan, does hereby constitute and appoint

James F. Crystal, Sanford F. Crystal, William Jungreis
Crystal IBC LLC

its true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise.

The execution of such instrument(s) in pursuance of these presents, shall be as binding upon THE GUARANTEE COMPANY OF NORTH AMERICA USA as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at the principal office.

The Power of Attorney is executed and may be certified so, and may be revoked, pursuant to and by authority of Article IX, Section 9.03 of the By-Laws adopted by the Board of Directors of THE GUARANTEE COMPANY OF NORTH AMERICA USA at a meeting held on the 31st day of December, 2003. The President, or any Vice President, acting with any Secretary or Assistant Secretary, shall have power and authority:

1. To appoint Attorney(s)-in-fact, and to authorize them to execute on behalf of the Company, and attach the Seal of the Company thereto, bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof; and
2. To revoke, at any time, any such Attorney-in-fact and revoke the authority given, except as provided below
3. In connection with obligations in favor of the Florida Department of Transportation only, it is agreed that the power and authority hereby given to the Attorney-in-Fact includes any and all consents for the release of retained percentages and/or final estimates on engineering and construction contracts required by the State of Florida Department of Transportation. It is fully understood that consenting to the State of Florida Department of Transportation making payment of the final estimate to the Contractor and/or its assignee, shall not relieve this surety company of any of its obligations under its bond.
4. In connection with obligations in favor of the Kentucky Department of Highways only, it is agreed that the power and authority hereby given to the Attorney-in-Fact cannot be modified or revoked unless prior written personal notice of such intent has been given to the Commissioner - Department of Highways of the Commonwealth of Kentucky at least thirty (30) days prior to the modification or revocation.

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IN WITNESS WHEREOF, THE GUARANTEE COMPANY OF NORTH AMERICA USA has caused this instrument to be signed and its corporate seal to be affixed by its authorized officer, this 23rd day of February, 2012.

THE GUARANTEE COMPANY OF NORTH AMERICA USA

STATE OF MICHIGAN
County of Oakland

Stephen C. Ruschak, President & Chief Operating Officer

Randall Musselman, Secretary

On this 23rd day of February, 2012 before me came the individuals who executed the preceding instrument, to me personally known, and being by me duly sworn, said that each is the herein described and authorized officer of The Guarantee Company of North America USA; that the seal affixed to said instrument is the Corporate Seal of said Company; that the Corporate Seal and each signature were duly affixed by order of the Board of Directors of



Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2018
Acting in Oakland County

IN WITNESS WHEREOF, I have hereunto set my hand at The Guarantee Company of North America USA offices the day and year above written.

I, Randall Musselman, Secretary of THE GUARANTEE COMPANY OF NORTH AMERICA USA, do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney executed by THE GUARANTEE COMPANY OF NORTH AMERICA USA, which is still in full force and effect.



IN WITNESS WHEREOF, I have thereunto set my hand and attached the seal of said Company this 9th day of August, 2019

Randall Musselman, Secretary

THE GUARANTEE COMPANY OF NORTH AMERICA USA

Home Office, Southfield, Michigan

STATUTORY BALANCE SHEET

December 31, 2018

ASSETS

Cash and Short-Term Investments	\$ 88,508,407
Marketable Securities	151,857,941
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Accrued Interest and Dividends	812,435
Net Deferred Tax Asset	1,637,933
Other Assets	<u>1,195,275</u>
Total Admitted Assets	<u>\$249,549,181</u>

LIABILITIES

Reserve for Losses and Loss Adjustment Expenses	\$ 9,077,422
Unearned Premium Reserve	22,744,950
Accrued Expenses	4,210,825
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Taxes, Licenses and Fees Payable	374,668
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Funds Held	9,869,832
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Total Liabilities	<u>\$ 49,626,979</u>

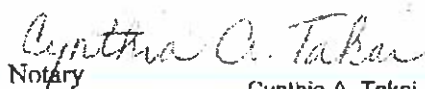
CAPITAL AND SURPLUS

Common Stock and Paid-In Capital	\$144,020,970
Surplus	<u>55,901,232</u>
Total Policyholders' Surplus	<u>\$199,922,202</u>
 Total Liabilities, Capital and Surplus	 <u>\$249,549,181</u>

State of Michigan
County of Oakland

Stephen C. Ruschak being duly sworn, says: That he is the President & COO of The Guarantee Company of North America USA; that said company is a corporation duly organized, existing, and engaged in business as a surety by virtue of the laws of the State of Michigan, and has duly complied with all the requirements of the laws of said state applicable to said company and is duly qualified to act as surety under such laws; that said company has also complied with and is duly qualified to act as surety under the Act of Congress of July 30, 1947, as amended (6 U.S.C. 6-13); that the foregoing is a full, true and correct statement of the financial condition of said company on the 31st day of December 2018.

Sworn to before me this 19th day of March 2019.


Notary

Cynthia A. Takai
Notary Public, State of Michigan
County of Oakland
My Commission Expires February 27, 2024
Acting in Oakland County


Stephen C. Ruschak, President & COO

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

**CITY OF UKIAH
CONTRACT CHANGE ORDER**

ORDER NO. 1

DATE: January 23, 2020

Contract for: El Dorado Lift Station Replacement, Specification No. 19-13

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

To: PumpMan NorCal, 4000 South Moorland Ave, Santa Rosa, CA 95407

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

Change requested by: City Engineer.

Description of Changes - Itemized Breakdown	ESTIMATED DECREASE To Contract Amount	ESTIMATED INCREASE To Contract Amount
Installation of 200A, 230V, 3 PH Transfer Switch. Pricing includes materials and labor for installation.		\$5,042.59
ESTIMATED NET CHANGE IN CONTRACT PRICE		\$5,042.59

The amount of the Contract will be \$5,042.59
(decreased/increased/unchanged) by the estimated sum
of:

The contract total including this and previous Change \$142,692.59
Orders will be:

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

This change order constitutes full and complete compensation for all labor equipment, materials, overhead, profit, any and all indirect costs, and time adjustments required to perform the above described change.

Recommended By:

Jason Benson
Jason Benson, City of Ukiah

Date

23 JAN 2020

Approved By:

Jarod Thiele
Jarod Thiele, City of Ukiah

Date

1/24/20

Accepted:

Ron Foster Jr.
Ron Foster Jr., PumpMan NorCal

Date

1/24/2020

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



BARTLEY PUMP PM, LLC #1033562
4000 S. MOORLAND AVE.
SANTA ROSA CA 95407
707-584-9191 FAX 707-584-9198
www.pumpmannorcal.com

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

January 9, 2020

Attn: Jason Benson

RE: EL DORADO LIFT STATION REPLACEMENT SPECIFICATION NO. 19-13
Subcontractor addition

We have technician that will be going out on Maternity leave right about the time this project will be happening. We would like to use a Sub Contractor that wasn't originally listed as a Sub to perform a portion of the work. To be more specific, we would like Ghilotti Construction to do the excavation of the pump basin and valve box. The Construction Price and Schedule have not changed the existing contract for this work.

Per California's Public Contract Code, Division2, Part 1, Chapter 4, Section 4109, this can be permitted in cases of public emergency or necessity.

Sincerely,

A handwritten signature in blue ink, appearing to read "Ron Foster", is written over a blue circular stamp.

Ron Foster
Operations Manager
(707)584-9191
Bartley Pump PM, LLC.
4000 S Moorland Ave
Santa Rosa, CA, 95407



AGENDA SUMMARY REPORT

SUBJECT: Notification of Contract with Bridges Restoration LLC, dba West Coast Fire & Water for On-Call Emergency Clean-up Services in the Amount of \$20,000.

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

ATTACHMENTS:

1. Contract 1920-237 West Coast Fire & Water - Cleaning Services - Copy
2. Draft Amendment 1 - C #1920237

Summary: Council will receive a report regarding a contract with Bridges Restoration LLC, dba West Coast Fire & Water for on-call emergency clean-up services in the amount of \$20,000, and authorize further amending the agreement to allow for use as needed, without a not-to-exceed amount.

Background: As the situation has been developing with the current COVID-19 event, Staff recognized the need to have a contract prepared and available for unique cleaning and restoration services. A proposal was requested from Bridges Restoration LLC, dba West Coast Fire & Water, who are the only local company capable of providing a highly effective cleaning method in a short response time to deal with the COVID-19 threat. Please see Attachment 1 for a copy of their agreement.

The company uses Benefect Decon 30, a registered botanical disinfectant, bactericide, viruside and fungicide, used to decontaminate surfaces using a wet fog method.

Pricing is as follows:

0-1500 square feet = \$1.65 per foot
1501 - 5000 square feet = \$1.30 per foot
5001 - 10,000 square feet = \$.85 per foot
10,001 - 25,000 square feet = \$.70 per foot
25,001 square feet and larger = \$.60 per foot
Police or ambulance virus cleanup = \$750
Police or ambulance non-virus cleanup = \$350

Discussion: This contract was established at an initial not-to-exceed (NTE) amount of \$20,000 to get this contract rapidly established. However, given the nature of the on-call services that would be requested on an emergency basis, and the inability to predict what amount would be enough for a contract of this type, Staff is requesting Council to approve amending the agreement to eliminate the NTE amount, and allow to use the contract as needed. Please see Attachment 2 for a copy of the draft amendment.

Recommended Action: Receive report regarding a contract with Bridges Restoration LLC, dba West Coast

Fire & Water for on-call emergency clean-up services in the amount of \$20,000, and authorize further amending the agreement to allow for use as needed, without a not-to-exceed amount.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: 1920-237

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved:


Sage Sangiacomo, City Manager

CONTRACT 1920-237

ON-CALL EMERGENCY CLEAN-UP SERVICES FOR THE CITY OF UKIAH

This Agreement is made and entered on March 19, 2020, in Ukiah, California, by and between Bridges Restoration LLC, dba West Coast Fire & Water, a limited liability company ("Contractor") and the City of Ukiah ("City"), a general law municipal corporation.

RECITALS:

1. The work is for on-call emergency clean-up services in response to the current COVID-19 outbreak, as well as other emergency clean-up or restoration work that may be necessary, ("the Work") as described in Exhibit 1, which is attached hereto and incorporated herein by this reference.
2. Contractor is properly licensed and qualified to perform the work.
3. Whenever this Agreement calls for City approval or notification, the approval or notification must be signed by the City Manager or his or her designee.

AGREEMENT:

Wherefore, in consideration of the foregoing facts and the terms and conditions as further stated herein, the parties hereby agree as follows.

1. PERFORMANCE OF THE WORK

Contractor will perform the Work as further provided herein.

1.1 Time of Performance. Time is of the essence, and the Contractor shall commence making the services available to the City at the receipt of a Notice to Proceed, and they shall be available thereafter upon request for service by City. Contractor will be available 24 hours a day, 7 days a week. Guarantee response time will be 45 minutes of the call, and will be onsite within 2 hours. Contact information to call in case of an incident is provided as Exhibit 2.

1.2 Construction of Contract Documents. Contractor will perform the Work in compliance with the attached Exhibit 1. If there is any inconsistency or conflict between Exhibit 1, and this agreement, the terms of this Agreement shall prevail, unless expressly stated otherwise in an Amendment to this agreement.

1.3 Contractor furnished items. Contractor will furnish all necessary labor, materials, tools, equipment, and transportation necessary to perform the Work.

1.4 SB 854 requirements

1.4.1 No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

1.4.2 No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

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

1.4.4 The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractors and subcontractors to furnish electronic certified payroll records directly to DLSE. All contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

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

1.5 Use of Employees.

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

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

1.5.3. Pursuant to the provision of Section 1770 of the Labor Code of the State of

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

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

1.5.5. Travel and Subsistence Payments.

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

1.5.6. Apprentices.

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

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

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

1.6 Compliance with the Contract Work Hours and Safety Standards Act.

1.6.1. Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics

shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

1.6.2. Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in paragraph (b)(1) of this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to Page 14 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of \$26 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (b)(1) of this section.

1.6.3. Withholding for unpaid wages and liquidated damages. The City shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b)(2) of this section.

1.6.4. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (b)(1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (b)(1) through (4) of this section.

1.7 CITY Inspector. CITY may designate an architect, engineer, other design professional or other inspector ("Inspector") to supervise and/or inspect Contractor's performance of the Work. The Inspector shall have no authority to change the Work, the compensation for performing the Work or the time for completing the Work without City's prior written approval. City shall notify the Contractor in writing, if it designates an Inspector.

1.8 Site Conditions. Contractor acknowledges that it has inspected the work site and any improvements involving the Work and satisfied itself as to the conditions which can affect the Work or its cost. Contractor has not relied on any representation by CITY or its officers or employees as to the condition of the site or the houses or any condition that might affect the cost of performing this

Agreement.

1.8 Compliance with Laws, including applicable federal laws. The Contractor shall give all notices and comply with all applicable laws, ordinances, codes, rules and regulations. The Contractor shall secure and pay for all permits, fees, and licenses necessary for the proper execution and completion of the work. This is an acknowledgement that FEMA financial assistance may be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

1.9 Protection of Site and Improvements. The Contractor shall preserve and protect the site, grounds and any involved improvements and shall not alter or damage any portion thereof, except as is absolutely necessary in order to perform the Work. The Contractor shall repair or replace, as directed by CITY, any property that it damages, looses or destroys in violation of this paragraph. Contractor shall assume full responsibility for maintaining the safety of the worksite in compliance with all applicable state and federal worker safety and protection laws and shall maintain the worksite in compliance with all such laws.

1.10 Inspection of Work. The Contractor shall ensure that the Work is available for inspection by CITY or its Inspector at all reasonable times and that no work is covered up or rendered incapable of inspection without prior notice to CITY or its Inspector and a reasonable opportunity for inspection. The presence or absence of an CITY inspector or the conduct of an inspection by CITY or its Inspector shall not relieve the Contractor from any contract requirement or compliance with Exhibit 1.

2.11 Warranties. In addition to any other warranties in this contract, the Contractor warrants that the Work conforms to the contract requirements

2. COMPLIANCE WITH DAVIS-BACON ACT

2.1. All transactions regarding this contract shall be done in compliance with the Davis-Bacon Act (40 U.S.C. 3141- 3144, and 3146-3148) and the requirements of 29 C.F.R. pt. 5 as may be applicable. The contractor shall comply with 40 U.S.C. 3141-3144, and 3146-3148 and the requirements of 29 C.F.R. pt. 5 as applicable.

2.2 Contractors are required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor.

2.3 Additionally, contractors are required to pay wages not less than once a week.

3. CLEAN AIR ACT

3.1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

3.2 The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and Page 16 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

3.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

4. FEDERAL WATER POLLUTION CONTROL ACT

4.1. The contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

4.2. The contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

4.3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

5. SUSPENSION AND DEBARMENT

5.1. U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 (1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such, the contractor is required to verify that none of the contractor's principals (defined at 2 C.F.R. § 180.995) or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). (2) The contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into. (3) This certification is a material representation of fact relied upon by (insert name of recipient/subrecipient/applicant). If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to (insert name of recipient/subrecipient/applicant), the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. (4) The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

6. BYRD ANTI-LOBBYING AMENDMENT, 31 U.S.C. § 1352 (as amended)

6.1 Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient who in turn will forward the certification(s) to the awarding agency. Please refer to Exhibit 4 for signed certification.

7. PROCUREMENT OF RECOVERED MATERIALS

7.1 In the performance of this contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired—

- Competitively within a timeframe providing for compliance with the contract performance schedule;
- Meeting contract performance requirements; or
- At a reasonable price.

7.2 Information about this requirement, along with the list of EPA designated items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensiveprocurement-guideline-cpg-program>.

7.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act.

8. CONTRACT PRICE

CITY shall pay the Contractor for performance of this Agreement time and materials with a total not to exceed amount of \$20,000.

9. PAYMENT OF CONTRACT PRICE

City shall pay any invoice for completed work, and approved by the City, within thirty (30) days of its receipt by City. All payments under this contract shall be made upon the presentation of certificates in writing from the City 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. INDEMNIFICATION AND INSURANCE.

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

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

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

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

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

The City shall have the right to estimate the amount of such damage and to cause the City to pay the same and the amount so paid for such damage shall be deducted from the money due the Contractor under this contract; or the whole or so much of the money due or to become due the Contractor under this contract as may be considered necessary by the City, shall be retained by the City until such suits

or claims for damages shall have been settled or otherwise disposed of and satisfactory evidence to that effect furnished to the City.

10.2 Insurance. Contractor shall procure and maintain for the duration of the contract insurance as per Exhibit 3.

11. EQUAL EMPLOYMENT OPPORTUNITY. During the performance of this contract, the contractor agrees as follows:

11.1. The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

11.2. The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will Page 8 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

11.3. The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

11.4. The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

11.5. The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

11.6. The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

11.7. In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

11.8. The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (6.1) through (6.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States. The applicant further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: Provided, that if the applicant so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract. The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing compliance. The applicant further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon

contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, the applicant agrees that if it fails or refuses to comply with these undertakings, the administering agency may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this grant (contract, loan, insurance, Page 10 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 guarantee); refrain from extending any further assistance to the applicant under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from such applicant; and refer the case to the Department of Justice for appropriate legal proceedings.

12. COMPLIANCE WITH THE COPELAND "ANTI-KICKBACK" ACT.

12.1. Contractor. The contractor shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. pt. 3 as may be applicable, which are incorporated by reference into this contract.

12.2. Subcontracts. The contractor or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

12.3. Breach. A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a contractor and subcontractor as provided in 29 C.F.R. § 5.12."

13. ACCESS TO RECORDS.

13.1. The Contractor agrees to provide the City, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, Page 23 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042 examinations, excerpts, and transcriptions.

13.2. The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

13.3. The Contractor agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

14.4. In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

14. DHS SEAL, LOGO AND FLAGS.

The contractor shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

15. COMPLIANCE WITH FEDERAL LAW, REGULATIONS AND EXECUTIVE ORDERS.

This is an acknowledgement that FEMA financial assistance will be used to fund all or a portion of the contract. The contractor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

16. NO OBLIGATION BY FEDERAL GOVERNMENT.

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

18. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS.

The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

17. TERMINATION.

This Agreement may be terminated by City: 1) for convenience 2) for breach of the agreement; City shall notify Contractor of any alleged breach of the agreement and of the action required to cure the breach. If Contractor fails to cure the breach within the time specified in the notice, the contract shall be terminated as of that time. If terminated for convenience of the City, the contract shall terminate on the date notice of termination is given to Contractor. City shall pay the Contractor only for services performed and expenses incurred as of the effective termination date, unless terminated because the Contractor has failed to satisfactorily cure a breach after notice in which event City shall be entitled off-set any damages incurred by the City as a result of the breach from any amounts due to Contractor for work performed prior to the date the contract was terminated.

18. MODIFICATION OF AGREEMENT.

City may, from time to time, request changes in the Work, the time to complete the work or the compensation to be paid for the Work. Such changes must be incorporated in written amendments to this Agreement. To be effective, all such changes as referred to in this section must be agreed upon in writing by both parties to this agreement.

19. ASSIGNMENT.

The Contractor shall not assign any interest in this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without the prior written consent of City.

20. APPLICATION OF LAWS.

The parties hereby agree that all applicable Federal, State and local rules, regulations and guidelines not written into this Agreement shall hereby prevail during the period of this Agreement.

21. INDEPENDENT CONTRACTOR.

It is the express intention of the parties hereto that Contractor 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 Contractor 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 Contractor and City.

Contractor 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. Contractor 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 Contractor, including the legal costs associated with defending against any audit, claim, demand or law suit.

Contractor warrants and represents that it is a properly licensed for the work performed under this Agreement 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.

22. GOVERNING LAW.

This Agreement shall be governed by and construed in accordance with the laws of the State of California and any legal action concerning the agreement must be filed and litigated in the proper court in Mendocino County, each party consenting to jurisdiction and venue of California state courts in Mendocino County.

23. SEVERABILITY.

If any provision of the Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions shall nevertheless continue in full force and effect without being impaired or invalidated in any way.

24. INTEGRATION.

This Agreement, including the exhibits attached hereto, contains the entire agreement among the parties and supersedes all prior and contemporaneous oral and written agreements, understandings, and representations among the parties. No amendments to this Agreement shall be binding unless executed in writing by all of the parties.

25. WAIVER.

No waiver of any of the provisions of this Agreement shall be deemed, or shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

26. NOTICES.

Whenever notice, payment or other communication is required or permitted under this Agreement, it shall be deemed to have been given when personally delivered, emailed, telefaxed or deposited in the United States mail with proper first-class postage affixed thereto and addressed as follows:

CONTRACTOR

Bridges Restoration, LLC
dba West Coast Fire & Water
5846 Live Oak Drive, Suite 1
Kelseyville, CA 95451
Email: lbingham@westcoastfireandwater.com

CITY

City of Ukiah

300 Seminary Avenue
Ukiah, CA 95482
Email: mhorger@cityofukiah.com

Either party may change the address to which notices must be sent by providing notice of that change as provided in this paragraph.

27. PARAGRAPH HEADINGS.

The paragraph headings contained herein are for convenience and reference only and are not intended to define or limit the scope of this agreement.

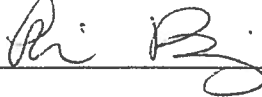
28. EXECUTION OF AGREEMENT.

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.

CONTRACT 1920-237

WHEREFORE, the parties have entered this Agreement on the date first written above.

BRIDGES RESTORATION LLC, dba WEST COAST FIRE & WATER

By: 

Print Name: Lori Bingham

CITY OF UKIAH

By: 
Sage Sangiacomo
City Manager

EXHIBIT 1



03/18/2020

City of Ukiah

Re: Scope of Work

The scope of our services would be to ULV fog surfaces below 8 feet with an EPA registered product (Benefect Decon 30), with a special emphasis on high-touch services.

Benefect Decon 30 is a registered botanical disinfectant, bactericide, virucide and fungicide. It will be used to decontaminate surfaces using a wet fog method. Benefect Decon 30 does not add any VOC's and will reduce pathogen levels without compromising indoor air quality. As with any cleaning protocol, there cannot be a 100% guarantee that the property will be or will remain free of the virus.

Pricing is as follows:

- 0 - 1500 square feet = \$1.65 per foot
- 1501 - 5000 square feet = \$1.30 per foot
- 5001 - 10,000 square feet = \$.85 per foot
- 10,001 - 25,000 square feet = \$.70 per foot
- 25001 square feet and larger = \$.60 per foot
- Police or ambulance virus cleanup \$750.00
- Police or ambulance non-virus cleanup \$350.00

ACCEPTANCE OF STATEMENT

I understand and agree with these statements.

Signature

Date

5846 Live Oak Drive
Suite 1
Kelseyville, CA 95451

EXHIBIT 2



03/18/2020

City of Ukiah

Re: Points of Contact

Danny Salazar: 707-513-5131

dsalazar@westcoastfireandwater.com

Leo Martinez: 707-245-7017

lmartinez@westcoastfireandwater.com

5846 Live Oak Drive
Suite 1
Kelseyville, CA 95451



EXHIBIT 3 - ENVIRONMENTAL CONTRACTORS AND/OR CONSULTANTS

Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. With respect to General Liability, Errors & Omissions and Pollution and/or Asbestos Pollution Liability coverage should be maintained for a minimum of five (5) years after contract completion.

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

- A. Insurance Services Office Commercial General Liability coverage (Form No. CG 20 10 10 01 and Commercial General Liability – Completed Operations Form No. CG 20 37 10 01).
- B. Insurance Services Office form number CA 0001 covering Automobile Liability, Code 1 (any auto) or Code 8, 9 if no owned autos.
- C. Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.
- D. Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions.

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$2,000,000 per occurrence (for bodily injury, personal injury and property damage including operations, products and completed operations as applicable. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$2,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Employer's Liability: \$1,000,000 each accident, \$1,000,000 policy limit bodily injury by disease, \$1,000,000 each employee bodily injury by disease.
- D. Pollution and/or Asbestos Pollution Liability and/or Errors and Omissions: \$1,000,000 each occurrence/\$2,000,000 policy aggregate.

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

- A. The City, its officers, officials, employees, and volunteers are to be covered as ADDITIONAL INSURED with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations; Pollution and/or Asbestos Pollution.

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

C. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteer. 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.

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

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

F. The Automobile Liability policy shall be endorsed to delete the Pollution and/or the Asbestos exclusion and add the Motor Carrier Act endorsement (MCS-90), TL 1005, TL 1007 and/or other endorsements required by federal or state authorities.

G. If General Liability, Pollution and/or Asbestos Pollution Liability and/or Errors & Omissions coverages are written on a Claims Made form:

1. The "Retro Date" must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided for at least five (5) years after completion of the contract of work.
3. If coverage is canceled or non-renewed, and not replaced with another claims made policy form with a "Retro Date" prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of five (5) years after completion of contract work.
4. A copy of the claims reporting requirements must be submitted to the City for review.

V. Rating - Acceptability of Insurers

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

VI. Verification of Coverage

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

VII. Subcontractors

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

If you have questions regarding our insurance requirements contact:

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

Revised: 11/20/08

EXHIBIT 4

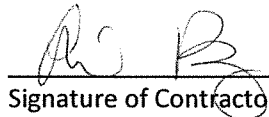
44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. Page 20 of 25 www.fema.gov/procurement-disaster-assistance-team To Table of Contents U. S. Department of Homeland Security Headquarters 500 C St SW Washington, D.C. 20042
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Bridges Restoration LLC, dba West Coast Fire & Water, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.


Signature of Contractor's Authorized Official

Lori Bingham, Office mgr.
Name and Title of Contractor's Authorized Official

03/20/2020
Date

CITY OF UKIAH
AMENDMENT 1
TO
ON-CALL EMERGENCY CLEAN-UP SERVICES FOR THE CITY OF UKIAH

This Amendment No. 1, entered on _____, 2020, revises the Agreement on-call emergency clean-up services dated March 19, 2020 between the City of Ukiah and Bridges Restoration LLC, dba West Coast Fire & Water.

This Amendment No. 1:

- 1) Amends Section 8. as follows:

Delete:

CITY shall pay the Contractor for performance of this Agreement time and materials with a total not to exceed amount of \$20,000.

Replace with:

CITY shall pay the Contractor for performance of this agreement time and materials based on the pricing provided for on Exhibit 1 of the agreement.

Except as expressly amended by this Amendment, all other terms remain unchanged and in full force and effect.

IN WITNESS WHEREOF, THE PARTIES HAVE EXECUTED THIS AMENDMENT ON THE EFFECTIVE DATE:

Bridges Restoration LLC, dba West Coast Fire & Water

BY: _____ DATE: _____

CITY OF UKIAH

BY: _____ DATE: _____
SAGE SANGIACOMO, CITY MANAGER

ATTEST

BY: _____ DATE: _____
KRISTINE LAWLER, CITY CLERK



AGENDA SUMMARY REPORT

SUBJECT: Receive Status Report and Consider Any Action or Direction Related to the Novel Coronavirus (COVID-19) Emergency Including Operational Preparedness and Response; Continuity of City Operations and Services; Community Impacts; and Any Other Related Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Sage Sangiacomo, City Manager.

ATTACHMENTS:

None

Summary: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community impacts; and any other related matters.

Background: On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California.

The County of Mendocino declared a State of Emergency related to the COVID-19 on March 4, 2020.

On March 17, 2020, the City Manager acting as the Director of Emergency Services declared the existence of a local emergency.

On March 18, 2020, City Council approved a Resolution ratifying the proclamation declaring the existence of a local emergency.

On March 18, 2020, the Mendocino County Public Health Officer announced the first confirmed case of COVID-19 and the issuance of a Shelter in Place order for Mendocino County.

On March 24, 2020, Mendocino County announced a second confirmed case of COVID-19.

Discussion: As the coronavirus "COVID-19" continues to evolve, the City of Ukiah continues to monitor the situation. The City is in continued contact with local and state agencies, as well as community partners, hospitals, schools, and neighboring cities to ensure we have the most updated information pertaining to COVID-19 and are coordinating efforts.

Staff will provide a status report to City Council and will seek direction or action on operational preparedness and response; continuity of City operations and services; community impacts; and any other related matters.

Go to the City's website (www.cityofukiah.com) for direct access to information related to the Novel Coronavirus (COVID-19) emergency including local updates, City Services and Business Resources.

Recommended Action: The City Council will receive a status report and consider any action or direction related to the Novel Coronavirus (COVID-19) Emergency including operational preparedness and response; continuity of City operations and services; community impacts; and any other related matters.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Sage Sangiacomo, City Manager

Approved: 
Sage Sangiacomo, City Manager



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