



City Council
Regular Meeting
AGENDA

Civic Center Council Chamber ♦ 300 Seminary Avenue ♦ Ukiah, CA 95482
Register for Ukiah City Council Regular Meeting at:

<https://attendee.gotowebinar.com/rt/7799907307071655437>

After registering, you will receive a confirmation email containing information about joining the webinar. Alternatively, you may view the meeting (without participating) by clicking on the name of the meeting at www.cityofukiah.com/meetings.

May 20, 2020 - 6:00 PM

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

5.a. Approval of the Minutes for the May 6, 2020, Regular Meeting.

Recommended Action: Approve the Minutes of May 6, 2020, Regular Meeting, as submitted.

Attachments:

1. 2020-05-06 Draft Minutes

5.b. Approval of the Minutes for the May 13, 2020, Special Meeting.

Recommended Action: Approve the Minutes of May 13, 2020, Special Meeting, as submitted.

Attachments:

1. 2020-05-13 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. Approval of Notice of Completion for Dora ADA Improvement Project, Specification No. 19-19.

Recommended Action: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for Dora ADA Improvement Project, Specification No. 19-19.

Attachments:

1. Notice of Completion - Spec 19-19

- 7.b. Consideration of Adoption of Resolution Reappointing Mark Ashiku to the Airport Commission.

Recommended Action: Adopt Resolution reappointing Mark Ashiku to the Airport Commission, term to expire May 20, 2023.

Attachments:

1. Policy Resolution No. 2014-48
2. Application City Ukiah Airport Commission
3. Memo - Nomination - Ashiku
4. Proposed Resolution

- 7.c. Adoption of Resolution Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program Funds, and Approve Corresponding Budget Amendments if Awarded.

Recommended Action: Adopt the Resolution Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program Funds (LEAP Grant Program), and Approve Corresponding Budget Amendments, if awarded.

Attachments:

1. Draft Resolution

- 7.d. Award Contract for Specification #20-07 Todd Grove Park Electric Service Upgrade to Wipf Construction LLC of Ukiah, CA in the Amount of \$69,165. (EUD).

Recommended Action: Award contract in the amount of \$69,165 for Todd Grove Park Electric Service Upgrade to Wipf Construction, LLC of Ukiah.

Attachments:

1. Bid_Results_Export (1)
2. Wipf Bid 05122020

- 7.e. Authorize the City Manager to Negotiate and Execute a Professional Services Agreement with Building Energy Systems Co. & Dancing Dog Design Build, Inc. for Design and Engineering Services to Develop Building Plans for Accessory Dwelling Units (ADUs), to be Paid from SB 2 Planning Grant Program Funds.

Recommended Action: Authorize the City Manager to Negotiate a Professional Services Agreement with Building Energy Systems Co. & Dancing Dog Design Build, Inc. for Design and Engineering Services to Develop Building Plans for Accessory Dwelling Units (ADUs), to be Paid from SB 2 Planning Grant Program Funds.

Attachments:

1. RFP and Addendum
2. Building Energy Systems Co & Dancing Dog Design Build Proposal

- 7.f. Annual Review of Mobilehome Park Stabilization Fees and Activities, Possible Adoption of Resolution Amending Resolution No. 2019-42; and Approval to Waive Fees for the FY 2019-20.

Recommended Action: Receive report on the Mobilehome Park Stabilization Administrative Costs and Activities; adopt the Resolution amending Exhibit A to Resolution 2019-42 adjusting the administrative costs; approve waiving fees for FY 2019-20; and charge \$496 to Mobilehome Park Rent Stabilization Fund for this year's administrative costs.

Attachments:

1. Resolution 2019-42
2. Letter to Residents
3. Draft Resolution - redline & clean

- 7.g. Report of Contract in the amount of \$24,897.00 with Ferranti Construction for Temporary Shoring Repair of Glue Laminated Beams at the Grace Hudson Museum and Approval of the Corresponding Budget Amendment.

Recommended Action: Receive report regarding contract award to Ferranti Construction for the Temporary Shoring Repair of Glue Laminated Beams and approve corresponding budget amendment.

Attachments:

1. Request for Bid E37612 - Complete
2. Bid Tab - E37612

- 7.h. Approval of Updated Plans and Specifications for the Replacement of Pressure Zone 2 South Reservoir, and Authorize Staff to issue Bids for Specification No 20-02.

Recommended Action: Approve Updated Plans and Specifications for the Replacement of Pressure Zone 2 South Reservoir (PZ2S), and Authorize Staff to issue Bids for Specification No 20-02.

Attachments:

1. 416086 - PlanSet - 22x34 - 20200422
2. 20200428 - ContractDocs - GlassFusedvsMH -JT
3. 416086 CostEstimate - 20200428

- 7.i. Award Bid to T&T Paving Inc., dba Valley Paving in the Amount of \$114,671 for the Golf Course Storm Drain Project, Specification No. 19-07, and approval of corresponding budget amendment.

Recommended Action: Declare the bid from Schaefer Engineer Inc. as non-responsive, reject the bid, and award the contract to T&T Paving Inc., dba Valley Paving in the Amount of \$114,671 for the Golf Course Storm Drain Project, Specification No. 19-07, and approval of corresponding budget amendment.

Attachments:

1. Spec 19-07 Golf Course Storm Drain
2. Bid_Results_Export (23)
3. Bid from Schaefer Engineering
4. Subletting and Subcontracting
5. Bid from Valley Paving
6. Valley Paving - Sub-contractor DIR number correction

8. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

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

9. COUNCIL REPORTS

10. CITY MANAGER/CITY CLERK REPORTS

11. PUBLIC HEARINGS (6:15 PM)

- 11.a. Hearing on Consideration and Possible Adoption of Resolution Certifying EIR for Landfill Closure and Post-Closure Maintenance Plan and Approval of Plan.

Recommended Action: Take two actions in the following order: (1) adopt the Resolution attached as Attachment 1 adopting the Statement of Facts (Attachment 2), which makes findings of fact and certifies as complete the final EIR for the Closure and Post-Closure Maintenance Plan and (2) approve the Closure and Post-Closure Maintenance Plan.

Attachments:

1. Reso Adopt EIR MMRP- Final
2. Findings of Fact

- 11.b. Consideration of Adoption of a Resolution Adjusting the Current Fire Prevention Fees to Reflect the Actual Encumbered Costs, and Increase the List of Categories to Reflect Actual Items or Tasks Completed by the Prevention Office.

Recommended Action: Adopt, by resolution, the proposed fee schedule to recover as close as possible the encumbered rate as presented and increase the categories of items the actual services performed.

Attachments:

1. Proposed Fee Schedule 2020
2. Fee Comparison
3. Ukiah Valley Fire Authority Prevention Bureau Summary
4. Explanations
5. Fire Department Fee Schedule Proposal PPT
6. Resolution for Fee Increase 2020- City

12. UNFINISHED BUSINESS

- 12.a. Discuss and Consider Approval of Resolution Confirming Emergency Orders of the City Manager of the City of Ukiah in His Capacity as the Director of Emergency Services Expanding the Temporary Use of Property for Businesses Impacted by COVID-19.

Recommended Action: Approve Resolution confirming Emergency Order of the City Manager of the City of Ukiah, in his capacity as the Director of Emergency Services for the City, Expanding the Temporary Use of Property for Businesses Impacted by COVID-19.

Attachments:

1. Draft Res Confirming the EO of the CM EXPANDING THE TEMPORARY USE OF PROPERTY FOR BUSINESSES IMPACTED BY COVID-19

- 12.b. 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 and Business Impacts; and Any Other Related Matters.

Recommended Action: 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 and business impacts; and any other related matters.

Attachments:

1. 4a Correspondence Received - Shoemaker
2. 4a Communication - Crane - Support Local Recovery Coalition Form COU

- 12.c. Consideration and Approval of an Agreement with the Weist Law Firm for As-Needed Bond Counsel, Disclosure Counsel, and Other Debt Issuance Legal Consultancy Services and approval of corresponding budget amendments.

Recommended Action: Approve and authorize the City Manager to negotiate and sign an agreement with the Weist Law firm for as-needed bond counsel, disclosure counsel, and other debt issuance legal consultancy services; and approval of corresponding budget amendments.

Attachments:

1. Bond_Counsel_Services_Agreement_

13. NEW BUSINESS

- 13.a. Presentation of the PFM Group on an Update to the City Council on the City's Investment Portfolio and Recommended Changes to the City's Investment Policy.
Recommended Action: Receive a presentation from PFM Asset Management LLC (PFM) on the City's investment portfolio, and consider and approve recommended revisions to City's investment policy.

Attachments:

1. PFM_Ukiah_Council_Meeting_Presentation_May 2020_FINAL
2. UKIAH 1Q20_final
3. Investment Policy_July 2018_approved_REVIEW 2020 Blacklined

- 13.b. Receive Updates on City Council Committee and Ad Hoc Assignments, and, if Necessary, Consider Modifications to Assignments and/or the Creation/Elimination of Ad Hoc(s).
Recommended Action: Receive report(s). The Council will consider modifications to committee and ad hoc assignments along with the creation/elimination ad hoc(s).

Attachments:

1. 2020 City Council Special Assignments

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

14.a. **Conference with Legal Counsel—Anticipated Litigation**

(Government Code Section 54956.9(d))

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

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

Recommended Action: Confer in Closed Session

Attachments: None

14.b. **Conference with Legal Counsel—Anticipated Litigation**

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

Recommended Action: Confer in Closed Session

Attachments: None

14.c. **Conference with Legal Counsel – Existing Litigation**

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

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

Recommended Action: Confer in Closed Session

Attachments: None

14.d. **Conference with Legal Counsel – Existing Litigation**

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

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

Recommended Action: Confer in Closed Session

Attachments: None

14.e. **Conference with Real Property Negotiators**

(Cal. Gov't Code Section 54956.8)

Property: APN Nos: 157-050-03, 157-060-02, 157-050-04, 157-050-03, 157-030-02, 157-050-01, 157-050-02, 157-050-10, 157-050-09, 157-070-01, 157-070-02, 003-190-01

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: Dave Hull and Ric Piffero

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: 5/15/20

**CITY OF UKIAH
CITY COUNCIL MINUTES
Regular Meeting
300 Seminary Avenue, Ukiah, CA 95482
Teleconference Location:**

<https://attendee.gotowebinar.com/register/873881253080411406>

**May 6, 2020
6:00 p.m.**

1. ROLL CALL

Ukiah City Council met at a Regular Meeting on May 6, 2020, having been legally noticed on May 1, 2020. Mayor Crane called the meeting to order at 6:03 p.m. Roll was taken with the following **Councilmembers Present:** Maureen Mulheren, Jim O. Brown, Stephen G. Scalmanini, Juan V. Orozco, and Douglas F. Crane. **Staff Present:** Sage Sangiacomo, City Manager; David Rapport, City Attorney; and Kristine Lawler, City Clerk.

MAYOR CRANE PRESIDING.

2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by Councilmember Mulheren.

3. PROCLAMATIONS/INTRODUCTIONS/PRESENTATIONS

4. PETITIONS AND COMMUNICATIONS

5. APPROVAL OF MINUTES

- a. Approval of the Minutes for the April 13, 2020, Special Meeting.
- b. Approval of the Minutes for the April 15, 2020, Regular Meeting.
- c. Approval of the Minutes for the April 22, 2020, Special Meeting.
- d. Approval of the Minutes for the April 29, 2020, Special Meeting.

Motion/Second: Brown/Mulheren to approve Minutes of April 13, 2020, Special Meeting; Minutes of April 15, 2020, a regular meeting; Minutes of April 22, 2020, Special Meeting; Minutes of April 29, 2020, Special 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 March, 2020 – *Finance*.
- b. Consider Approval of a Three-Year Microsoft Enterprise Licensing Agreement (COU No. 1920-247) with Dell Marketing, Inc. in the Amount of \$115,336.14 Per Year, Plus the Yearly True-up of Installed Licensed Products – *Information Technology*.
- c. Award Contract (COU No. 1920-248) for Specification #20-05 Bush & Low Gap Electric Improvement Project to Wipf Construction LLC of Ukiah, CA in the Amount of \$84,595.00 – *Electric Utility Department*.

- d. Consideration of Adoption of Resolution (2020-19) Reappointing Donovan Albright to the Airport Commission – *City Clerk*.
- e. Approval of Amendment (COU No. 1617-133-A1) with SHN Consulting Engineers and Geologists in the Amount of \$21,680 for Additional Design and Testing Services for Pressure Zone 2 South – *Public Works*.
- f. ~~Consider Adoption of a Resolution Approving an Amendment to the Joint Powers Agreement of the Mendocino Council of Governments to add Housing Matters as a Specific Power Community Development Department. Pulled by Councilmember Scalmanini and placed as Agenda Item 13d.~~
- g. Award of Contract (COU No. 1920-249) to SHN Consulting Engineers and Geologists for Compaction and Materials Testing Services in the Amount of \$32,954 for the Downtown Streetscape Utilities and Road Diet Projects, Specification No. 19-17 and 19-18, and Authorize Additional Tests if Needed – *Public Works*.
- h. Approve Budget Amendment and Notification for Pending Agreement (COU No. 1920-250) with Hildebrand Consulting for Wastewater Rate Implementation Assistance and Consulting Services – *Finance*.

Motion/Second: Brown/Mulheren to approve Consent Calendar Items 7a-e and 7g-h, 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 Comments were received

9. COUNCIL REPORTS

Presenters: Councilmembers Mulheren, Scalmanini, and Brown.

10. CITY MANAGER/CITY CLERK REPORTS

Presenters: Sage Sangiacomo, City Manager.

- COVID-19 Testing – Tami Bartolomei, Community Services Administrator/ Office of Emergency Services Coordinator

11. PUBLIC HEARINGS (6:15 PM)

a. Hearing on Consideration and Possible Adoption of Resolution Certifying EIR for Landfill Closure and Post-Closure Maintenance Plan, and Approval of Project Rescheduled to May 2020.

Presenter: David Rapport, City Attorney.

PUBLIC HEARING OPENED AT 6:18 P.M.

Public Comment: Jason Holder (*statement read by clerk*).

PUBLIC HEARING CLOSED AT 6:21 P.M.

Council Consensus to acknowledge that this item will be noticed and heard on May 20, 2020.

b. Conduct a Public Hearing to Receive Public Comment and Discuss Final Grantee

Performance Under State Community Development Block Grant #16-CDBG-11147 and CDBG Program Income

Presenter: Craig Schlatter, Community Development Director.

PUBLIC HEARING OPENED AT 6:32 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:32 P.M.

Motion/Second: Brown/Mulheren to receive report on final performance related to State Community Development Block Grant #16-CDBG-11147 and CDBG Program Income. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

c. Conduct a Public Hearing to Consider Adoption of a Resolution Authorizing Submittal of One or More 2020 State Community Development Block Grant Applications; and Approve Corresponding Budget Amendments if Awarded the Grant(s).

Presenter: Craig Schlatter, Community Development Director.

PUBLIC HEARING OPENED AT 6:50 P.M.

No public comment was received.

PUBLIC HEARING CLOSED AT 6:50 P.M.

Motion/Second: Mulheren/Scalmanini to adopt a resolution (2020-20) authorizing the submittal of five 2020 State Community Development Block Grant applications, and the City Manager to execute all related documents; and approve the corresponding budget amendments if awarded. Motion carried by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

The Maker of the motion, the Second, and Council Consensus agreed that the corresponding budget amendments were included with the motion.

12. UNFINISHED BUSINESS

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 and Business Impacts; and Any Other Related Matters

Presenters: Sage Sangiacomo, City Manager; Tami Bartolomei, Community Services Administrator/ Office of Emergency Services Coordinator; Craig Schlatter, Community Development Director

Report was received.

b. Authorize Staff to Refile a Change Petition for City Water Rights with the State Water Resources Control Board

Presenter: Sean White, Water Resources Director.

Motion/Second: Mulheren/Brown to authorize Staff to Refile a Change Petition for City Water Rights

with the State Water Resources Control Board. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Orozco, and Crane. NOES: Scalmanini. ABSENT: None. ABSTAIN: None.

13. **NEW BUSINESS**

a. Adoption of Resolution of the City of Ukiah Establishing a Five-Hour Time Limit on Parking on Designated Streets Pursuant to Ukiah City Code Sections 7160 and 7164, Thereby Replacing 165 Two-Hour Spaces

Presenter: Shannon Riley, Deputy City Manager.

Motion/Second: Mulheren/Orozco to adopt a resolution (2020-21) of the City of Ukiah establishing a five-hour time limit on parking on designated streets pursuant to Ukiah City Code sections 7160 and 7164. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Note: *The City Council sitting as the Industrial Development Authority (IDA) convened the IDA meeting to hear the next agenda item simultaneously as both entities.*

b. City and Industrial Development Authority Consider Adopting Resolutions Authorizing Joint Exercise of Powers Agreement to Form the Ukiah Public Financing Authority

Presenter: Dan Buffalo, Finance Director.

Motion/Second: Brown/Mulheren to adopt resolution (2020-22) approving the Joint Exercise of Powers Agreement to form the Ukiah Public Financing Authority (the "Authority") and designates the City Council as governing board of the Authority. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

Note: *The City Council sitting as the Industrial Development Authority (IDA) adjourned the IDA meeting and proceeded solely as the City Council.*

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

Presenter: Sage Sangiacomo, City Manager.

Report was received.

d. Consider Adoption of a Resolution Approving an Amendment to the Joint Powers Agreement of the Mendocino Council of Governments to add Housing Matters as a Specific Power - from Consent Calendar Agenda Item 7f.

Presenters: Craig Schlatter, Community Development Director and Nephele Barrett, Mendocino Council of Governments Executive Director.

Motion/Second: Scalmanini/Brown to adopt resolution (2020-23) approving an amendment to the Joint Powers Agreement of the Mendocino Council of Governments to add housing matters as a specific power. Motion **carried** by the following roll call votes: AYES: Mulheren, Brown, Scalmanini, Orozco, and Crane. NOES: None. ABSENT: None. ABSTAIN: None.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 8:13 P.M.

14. CLOSED SESSION

a. Conference with Legal Counsel—Anticipated Litigation

(Government Code Section 54956.9(d))

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

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

b. Conference with Legal Counsel—Anticipated Litigation

Government Code Section 54956.9(d)(2)

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

c. Conference with Legal Counsel – Existing Litigation

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

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

d. Conference with Legal Counsel – Existing Litigation

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

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

e. Conference with Real Property Negotiators

(Cal. Gov't Code Section 54956.8)

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

Negotiator: Sage Sangiacomo, City Manager;

Negotiating Parties: 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

Direction was given to staff.

15. ADJOURNMENT

There being no further business, the meeting adjourned at 9:27 p.m.

Kristine Lawler, City Clerk

**CITY OF UKIAH
CITY COUNCIL MINUTES
Special Meeting
300 Seminary Avenue, Ukiah, CA 95482**

Teleconference Location: <https://attendee.gotowebinar.com/register/2876646081525483535>

**May 13, 2020
4:00 p.m.**

1. ROLL CALL AND PLEDGE OF ALLEGIANCE

Ukiah City Council met at a Special Meeting on May 13, 2020, having been legally noticed on May 11, 2020. Mayor Crane called the meeting to order at 4:15 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.

The Pledge of Allegiance was led by Sage Sangiacomo, City Manager.

2. AUDIENCE COMMENTS ON NON-AGENDA ITEMS

No public comments were received.

3. NEW BUSINESS

a. Proclamation Recognizing May 10th – 16th as Police Week in the City of Ukiah.

Presenter: Mayor Crane.

City Clerk, Kristine Lawler, read the proclamation.

Staff Comment: Justin Wyatt, Police Chief.

4. UNFINISHED BUSINESS

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 and Business Impacts; and Any Other Related Matters.

Presenters: Sage Sangiacomo, City Manager; Tami Bartolomei, Office of Emergency Management Coordinator; Jake Burgess, Recreation Supervisor; Shannon Riley, Deputy City Manager/Public Information Officer; and Dan Buffalo, Finance Director.

Council Consensus to support Staff's recommendation to cancel large gathering events: Sundays in the Park, Moonlight Movie Madness, Family Fun in the Sun, All American Picnic, and postpone Adult Softball until further notice.

Council Consensus to direct staff to continue to develop a temporary or pilot program to use outdoor space to help businesses achieve social distancing; implement streamlining the process for citing of local opportunities on private property; and continue to bring additional recommendations to the Council at next week's meeting.

THE CITY COUNCIL ADJOURNED TO CLOSED SESSION AT 5:31 P.M.

5. 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 Labor Negotiator (54957.6)

Agency Representative: Sage Sangiacomo, City Manager

Employee Organizations: All Bargaining Units

City Attorney, David Rapport, reported out that the Council had approved unanimously (**Motion** by Brown/Scalmanini) in Closed Session a settlement agreement and release between the City of Ukiah and California River Watch.

6. ADJOURNMENT

There being no further business, the meeting adjourned at 6:02 p.m.

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Approval of Notice of Completion for Dora ADA Improvement Project, Specification No. 19-19.

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

ATTACHMENTS:

1. Notice of Completion - Spec 19-19

Summary: Staff is submitting a report to the City Council that recommends accepting the completion of the Dora ADA Improvement Project, Specification No. 19-19.

Background: The City was awarded a MCOG grant for the LTF 2% Bicycle & Pedestrian Funding in the amount of \$103,953 for the purpose of improving bicycle and pedestrian safety. The award was to fund the design and construction of ten ADA pedestrian curb ramps along Dora Street at the intersections of Grove Avenue, Walnut Avenue and Willow Avenue.

On March 18, 2020, Council awarded a contract to Gregg Simpson Trucking (GST) in the amount of \$70,020 for the construction of the Dora ADA Improvement Project, Specification No. 19-19. With approval by MCOG, staff brought a recommendation to include six additional ramps and subtract two previously designed ramps from the project that would be determined to require further drainage design. Council approved this change order in the amount of \$26,430 to the project on April 15th, all of which would be covered by the MCOG grant.

Discussion: The work of the contract was completed by the contractor in substantial conformance with the approved plans and specification on May 1, 2020. The City Engineer approved a change order in the amount of \$5,400 for additional traffic control. Based on actual quantities constructed and the authorized contract change order, the final contract cost was \$96,284. Final payment of the retention will be made to the contractor after 35 days from the date the Notice of Completion (Attachment 1) is filed with the County Recorder.

Recommended Action: 1. Accept the work as complete. 2. Direct the City Clerk to file the Notice of Completion with the County Recorder for Dora ADA Improvement Project, Specification No. 19-19.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 12024200.80230.18186 - \$103,450.00

PROPOSED BUDGET AMOUNT:

FINANCING SOURCE: MCOG LTF Grant

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Not Issued

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 Dora ADA Improvement Project Project, Specification No. 19-19 of all said owners is that of fee simple.
3. That on the 1st day of May, 2020, the Contract work for this project was actually completed.
4. That the name and address of the Contractor is Gregg Simpson Trucking, 11 Highland Street, Ukiah, CA 95482.
5. That the real property herein referred to is described as the specific section of North Dora Street in Mendocino County, California within the Ukiah City Limits beginning at Grove Avenue and terminating at Smith Street

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

City Council Approval

CITY OF UKIAH, a Municipal Corporation

Date

By: _____
Kristine Lawler, City Clerk

Date

State of California

County of Mendocino

Exempt from recording fees pursuant to Government Code Section 27383



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of Resolution Reappointing Mark Ashiku to the Airport Commission.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Policy Resolution No. 2014-48
2. Application City Ukiah Airport Commission
3. Memo - Nomination - Ashiku
4. Proposed Resolution

Summary: Council will review and possibly adopt a resolution reappointing Mark Ashiku to the Airport Commission.

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

On January 31, 2020, Mark Ashiku's term expired on the Airport Commission. The vacancy has been noticed since March 3, 2020. The Clerk's office received an application (Attachment 2) from Mark Ashiku seeking reappointment to the 'City Resident' position, which meets the criteria for the appointment. Although it is not necessary for an incumbent to fill out the questionnaire, Mr. Ashiku has included answers to the questionnaire with his application. Councilmember Mulheren, being the next in line to make a nomination to the Airport Commission, has nominated Mr. Ashiku for reappointment (Attachment 3).

Discussion: Staff recommends that City Council adopt the attached resolution (Attachment 4), reappointing Mark Ashiku to the City Resident position on the Airport Commission.

Recommended Action: Adopt Resolution reappointing Mark Ashiku to the Airport Commission, term to expire May 20, 2023.

BUDGET AMENDMENT REQUIRED: N/A

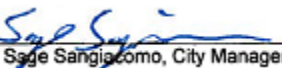
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2014-48

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

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

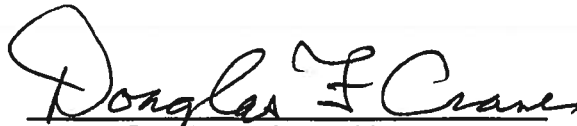
NOW, THEREFORE, BE IT RESOLVED, that the Ukiah City Council hereby adopts the following amended procedure for filling vacancies on the City's boards and commissions:

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

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

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

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


Douglas F. Crane, Mayor

ATTEST:


Kristine Lawler, City Clerk

**CITY OF UKIAH
AIRPORT COMMISSION APPLICATION FOR APPOINTMENT**

A. General Information

Full Name	MARK ASHIKU			Date	3/24/20		
Residence Address (Physical Address, not PO)	[REDACTED] UKIAH, CA 95482						
Mailing Address (if different from above)							
Home Phone	[REDACTED]			Work Phone	[REDACTED]		
Email	[REDACTED]			Cell Phone	[REDACTED]		
Employer	SELF - MARK ASHIKU DDS						
Job Title/Position	OWNER			Employed Since	1981		
How long have you resided in:	Ukiah?	1981	Mendocino County?	1959	California?	1958	
Please list community groups or organizations you are affiliated with and list any offices held.	CITY OF UKIAH AIRPORT COMMISSION						

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

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

Signature of Applicant

Date

Thank you for your interest in serving your community and the City of Ukiah. This position is open until Filled.

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

Kristine Lawler
City Clerk
City of Ukiah
300 Seminary Ave.
Ukiah, CA 95482

March 24, 2020

City of Ukiah Airport Commission Application for Appointment

Applicant: Mark Ashiku

Answers for Section B of application:

1). Why are you applying to serve on the City of Ukiah Airport Commission?

I desire to continue to serve our community and the Airport Commission provides the opportunity to do so. I feel that the Airport is not just important to our normal daily lives, but is vital to the safety of our community. It is easy to see the importance of our air ambulance and Cal Fire first responders. What is less obvious are the unpredictable, yet serious events which pose unique community wide risk. These events would require mobilization of resources beyond the ability of our community to supply. We would be dependent upon outside resources that would require immediate delivery, and the Airport would be vital to this effort. Failure to take the importance the Airport represents to these efforts will be catastrophic to the welfare of our community when these events do occur, and the Covid-19 Pandemic makes clear, will occur.

When major earthquakes occur, bridges and overpasses are often impassable and communities may be unable to receive aid via road transportation. Local medical facilities can become quickly overwhelmed and transport via ground to functioning hospitals outside the affected areas may not be possible. Airports are incredibly important during these events and the ability of the Airport to function in this capacity is based on functional elements of the Airport. This includes; width and length of runway available, the structures on the approach and departure of the airport, the quality of the runway surface and the supportive facilities (fixed base operators) to name a few. Few realize that the emergency aircraft which can land on an airport, is based on many factors and can be severely limited by poor decisions regarding development zones around the Airport and the infrastructure of the airport itself. It is important for the Airport commission to provide information relative to these concerns to the City council such that informed decisions can be made.

2). What is your understanding of the purpose, role, and responsibility of the Airport Commission?

To act at the behest of the City council to study, identify and/or offer suggestions on issue related to the Airport that City Council may wish to act on.

3). What do you believe are the three most important Airport related issues?

- A. Preserving the Airport at a functional capacity sufficient to meet our needs now and the needs of future generations.
- B. Maintaining the Cal Fire Airbase and air ambulance services at the Ukiah Airport.
- C. Infrastructure improvement:
 - a. Repair and upgrade of building and grounds
 - b. Addition of new Hanger facilities to meet current demand and to address new and developing businesses. These are high paying jobs and often offer the opportunity for on the job training.

4). In your opinion, what type of Airport programs or Airport development should the City encourage?

When possible, we should encourage the development of new aviation business. 30 years ago, few would have imagined our reliance on aviation to provide us everything imaginable, to our doorstep, impossibly fast. This trend is going to continue to develop. With this new reliance on aviation comes an opportunity for businesses which support aviation. These businesses (as indicated above) bring with them high paying jobs and often with on the job training.

5). In your opinion, what type of Airport programs or Airport development should the City discourage?

Those activities which; are inconsistent with aviation and/or degrade the capability of the Airport, those which present a risk to the Airports primary function, which is in support of the community. Non-aviation related businesses should be discouraged.

6). What kind of ideal community do you envision for Ukiah?

This is a much larger question and one difficult to address in this format. Having said that, I feel that a community that evolves naturally, at the will of the citizens and without excess external influence. This process should result in a community that has the flavor and character of the people of which it is composed.

7). Do you have any known projects or conflict of interest related to this Commission (business and/or personal)? No.

8). How do you believe your own skills, experience, expertise and perspectives will be beneficial to the work of the Airport Commission?

As a former Mayor of Ukiah, I understand the balance that needs to be achieved between the competing interests of the disparate parts of which our city is composed. Nothing acts alone and understanding this forms the basis for balanced approach to issues we face. My background in aviation includes previously serving as the Chairman of the Airport Commission which has provided me the knowledge of the FAA and how it functions relative to our specific Airport. In addition to this I am a general aviation pilot holding certifications from single engine sea to multiengine aircraft. I have worked (hands on) with Fixed Base Operators (aviation specific businesses) for over twenty years and was personally involved in bringing two of these business to our airport. It is important to note that I derive no financial benefit from, nor do I have any ownership in these entities. I feel that this background provides valuable insight for the development of recommendations put forth by the Airport Commission.

9). Are there any other City of Ukiah Committees/Commissions in which you are interested an on which you would be willing to serve? Not at this time.

Thank you for your consideration,

Mark Ashiku

MEMORANDUM

Date: April 30, 2020
To: Kristine Lawler, City Clerk
From: Maureen Mulheren, Councilmember
Subject: Nomination for Airport Commission

I nominate Mark Ashiku for the Airport Commission as a City Resident Representative, to be considered at the next Regular City Council meeting.

Signature Maureen Mulheren

RESOLUTION NO. 2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH REAPPOINTING MARK ASHIKU TO THE AIRPORT COMMISSION**

WHEREAS, Mark Ashiku's term on the Airport Commission expired on January 31, 2020; and

WHEREAS, the vacancy was duly noticed on March 3, 2020, in the Office of the City Clerk, the Ukiah Branch of the Mendocino County Library, the Public View Binder, and the Civic Center Glass Case; and

WHEREAS, the city clerk's office received an application from Mark Ashiku seeking reappointment, with no other applications having been received; and

WHEREAS, Councilmember Mulheren has nominated Mr. Ashiku's appointment.

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

BOARD/ COMMISSION	NAME	POSITION	NOMINATED BY COUNCILMEMBER
Airport Commission	Mark Ashiku	Commissioner – City Resident (Term expires May 2023)	Mulheren

PASSED AND ADOPTED this 20th day of May 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Adoption of Resolution Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program Funds, and Approve Corresponding Budget Amendments if Awarded.

DEPARTMENT: Community Development

PREPARED BY: Mireya Turner, Associate Planner

PRESENTER: Consent item

ATTACHMENTS:

1. Draft Resolution

Summary: Council will consider adopting a resolution to authorize the City to submit an application for funding under the Local Government Planning Support Grant Program, and approve corresponding budget amendments, if awarded.

Background: The California Department of Housing and Community Development (HCD) has released a Notice of Funding Availability (NOFA) for the Local Government Planning Support Grant Program. Known by HCD as the Local Early Action Planning (LEAP) Program, grant funding can be used for the preparation and adoption of planning documents, process improvements that accelerate housing production, and other planning activities that facilitate compliance with the sixth cycle of the Regional Housing Need Assessment (RHNA).

LEAP grants are made available in a non-competitive (over-the-counter) process. The City's Community Development Department intends to apply for \$65,000, which per the NOFA is the maximum amount for which a city with a population less than 20,000 can apply. The deadline for applications is July 1, 2020. HCD "strongly encourages" jurisdictions to submit their applications as soon as possible.

Discussion: Staff intends to apply for LEAP funding for at least one of the following: an update to the Subdivision Ordinance, an update to the Historic Structure Preservation Policy, development of policies and regulations to promote infill housing development, and/or internal departmental improvements that streamline the permitting process.

The award of the SB 2 Planning Grant Program funds to the City in 2019 has launched many programs within the Housing Plan of the 2019-2027 Housing Element, including objective development and design standards and the development of Accessory Dwelling Unit (ADU) building plans. LEAP funding would enable the City to further prioritize Housing Element goals and facilitate the production of housing.

Staff is recommending the adoption of the attached resolution (Attachment 1)

Recommended Action: Adopt the Resolution Authorizing Application for, and Receipt of, Local Government Planning Support Grant Program Funds (LEAP Grant Program), and Approve Corresponding Budget Amendments, if awarded.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AUTHORIZING APPLICATION FOR, AND RECEIPT OF, LOCAL GOVERNMENT PLANNING SUPPORT GRANT PROGRAM FUNDS

WHEREAS, pursuant to Health and Safety Code 50515 et. Seq, the Department of Housing and Community Development (Department) is authorized to issue a Notice of Funding Availability (NOFA) as part of the Local Government Planning Support Grants Program (hereinafter referred to by the Department as the Local Early Action Planning Grants program or LEAP); and

WHEREAS, the City Council of the City of Ukiah desires to submit a LEAP grant application package ("Application") on the forms provided by the Department, for approval of grant funding for projects that assist in the preparation and adoption of planning documents and process improvements that accelerate housing production and facilitate compliance to implement the sixth cycle of the regional housing need assessment; and

WHEREAS, the Department has issued a NOFA and Application on January 27, 2020 in the amount of \$119,040,000 for assistance to all California Jurisdictions.

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

SECTION 1. The City Manager is hereby authorized and directed to apply for and submit to the Department the Application package.

SECTION 2. In connection with the LEAP grant, if the Application is approved by the Department, the City Manager of the City of Ukiah is authorized to submit the Application, enter into, execute, and deliver on behalf of the Applicant, a State of California Agreement (Standard Agreement) for the amount of \$65,000, and any and all other documents required or deemed necessary or appropriate to evidence and secure the LEAP grant, the Applicant's obligations related thereto, and all amendments thereto; and

SECTION 3. The Applicant shall be subject to the terms and conditions as specified in the NOFA, and the Standard Agreement provided by the Department after approval. The Application and any and all accompanying documents are incorporated in full as part of the Standard Agreement. Any and all activities funded, information provided, and timelines represented in the Application will be enforceable through the fully executed Standard Agreement. Pursuant to the NOFA and in conjunction with the terms of the Standard Agreement, the Applicant hereby agrees to use the funds for eligible uses and allowable expenditures in the manner presented and specifically identified in the approved Application.

PASSED, ADOPTED and APPROVED this 20th day of May, 2020 by the following vote on roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Award Contract for Specification #20-07 Todd Grove Park Electric Service Upgrade to Wipf Construction LLC of Ukiah, CA in the Amount of \$69,165. (EUD).

DEPARTMENT: Finance

PREPARED BY: Mary Williams, Buyer II

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Bid_Results_Export (1)
2. Wipf Bid 05122020

Summary: Council will consider awarding a contract in the amount of \$69,165 for Todd Grove Park Electric Service Upgrade to Wipf Construction, LLC of Ukiah.

Background: The Electric Utility Department is undergrounding overhead primary and services and increasing the capacity at Todd Grove Park. This work will install the necessary infrastructure to provide power for vendors during events in the park. The project will consist of all labor and materials for the installation of the underground conduit. In addition, the Electrical Utility crews will install new conductor and associated padmount equipment.

This work is being completed as a joint effort between the Electric Utility and the Community Services Department to improve the service area and expand capability for vendors that participate during park events.

Discussion: On April 7, 2020, a bid notice for the project was released to sixty contractors from the City's qualified bidders list, eighteen Northern California builders exchanges and posted to the City's website.

Bids were opened on May 12, 2020, with one (1) bidder responding. A copy of the Bid Tabulation is attached (Attachment 1) as well as a copy of the bid from Wipf Construction (Attachment 2). Staff recommends awarding the bid to Wipf Construction, LLC in the amount of \$69,165. Funds are budgeted and available in 80126100.80230.18044.

Recommended Action: Award contract in the amount of \$69,165 for Todd Grove Park Electric Service Upgrade to Wipf Construction, LLC of Ukiah.

BUDGET AMENDMENT REQUIRED: No.

CURRENT BUDGET AMOUNT: 80126100.80230.18044: \$278,394

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Cindy Sauers, Assistant Electric Utility Director; Mary Horger, Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

TODD GROVE PARK ELECTRIC SERVICE UPGRADE					
Owner:City of Ukiah					
Bid Opening:2020-05-12					Wipf Construction
					P O Box 234 Ukiah, CA 95482 US Bid Status:Valid
TODD GROVE PARK ELECTRIC SERVICE UPGRADE					
Item #	Item Description	Quantity	Unit of Measure	Unit Price	Item Total
1	EXCAVATE, TRENCH, BACKFILL AND COMPACATION (18" X 59" TRENCH)	160	LF	\$87.00	\$13,920.00
2	BORE 3" CONDUIT INCLUDING INSTALLATION	190	FT	\$85.00	\$16,150.00
3	BORE 4" CONDUIT INCLUDING INSTALLATION	530	FT	\$60.00	\$31,800.00
4	3" PVC SCH 40 CONDUIT INCLUDING INSTALLATION	180	FT	\$4.00	\$720.00
5	4" PVC SCH 40 CONDUIT INCLUDING INSTALLATION	135	FT	\$5.00	\$675.00
6	EXCAVATE, BACKFILL, COMPACTION AND INSTALL PRIMARY PULL BOX (INSTALL ONLY)	1	LS	\$2,500.00	\$2,500.00
7	EXCAVATE, BACKFILL, COMPACTION AND INSTALL TRANSFORMER BOX PAD (INSTALL	1	LS	\$2,000.00	\$2,000.00
8	EXCAVATE, BACKFILL, COMPACTION AND INSTALL CONCRETE PAD FOR SERVICE PEDESTAL	2	LS	\$700.00	\$1,400.00
Total Bid					\$69,165.00
Listed Subs				Empire Earthworks LLC 2280 Hwy 116 Sebastopol, CA 95472 License No: 1011615 Boring	

NAME OF BIDDER:

WJF CONSTRUCTION LLC

SPEC #:

20-07

PROJECT NAME:

TODD GROVE PARK ELECTRIC SERVICE UPGRADE

BASE BID

ITEM #	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	TOTAL
1	Excavate, trench, backfill and compaction (18"x59" Trench)	LF	160	\$ <u>87.00</u>	\$ <u>13,920.00</u>
2	Bore 3" Conduit including installation	FT	190	\$ <u>85.00</u>	\$ <u>16,150.00</u>
3	Bore 4" Conduit including installation	FT	530	\$ <u>60.00</u>	\$ <u>31,800.00</u>
4	3" Sch 40 Conduit including installation	FT	180	\$ <u>4.00</u>	\$ <u>720.00</u>
5	4" Sch 40 Conduit including installation	FT	135	\$ <u>5.00</u>	\$ <u>675.00</u>
6	Excavate, backfill, compaction and install Primary Pull Box	LS	1	\$ <u>2500.00</u>	\$ <u>2500.00</u>
7.	Excavate, backfill, compact and install transformer box pad (City to Provide)	LS	1	\$ <u>2000.00</u>	\$ <u>2000.00</u>
8.	Excavate, backfill, compaction and install Concrete Pads for Service Pedestals (City to Provide)	EA	2	\$ <u>700.00</u>	\$ <u>1,400.00</u>
TOTAL BID ==>>					\$ <u>69,165.00</u>

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid from a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said

guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of May 12, 2020.

Licensed in accordance with an act providing for the registration of California Contractors License No. 629598, expiration date 11/30/2021.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: 1000064006

Signature of bidder or bidders, with business name, address, phone number and fax number:

Eust Wj
WIPF CONSTRUCTION LLC
P.O. Box 234 Ukiah CA 95482
phone 707462-8741

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

TODD GROVE PARK ELECTRIC SERVICE UPGRADE

Eust Wynn
(Signature of Bidder)

Business Mailing Address:

P.O. Box 234
Ukiah CA

Business Location:

1300 Hastings Road
Ukiah CA

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

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this 11th day of May, 2020

Signature of Bidder, with Business Address:

Eust W. J.
P.O. Box 234
Ukiah CA

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

 Date 5/11/2020
P.O. Box 234
UKiah CA

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

LIST OF PROPOSED SUBCONTRACTORS

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

SUBCONTRACTOR NAME	SUBCONTRACTOR LICENSE NUMBER	SUBCONTRACTOR DIR REGISTRATION NUMBER	SUBCONTRACTOR BUSINESS ADDRESS	DESCRIPTION OF WORK
Empire Earthworks LLC	1011615	1000044446	2280 Hwy 116 Sebastopol, CA 95472	Grading

STATEMENT OF EXPERIENCE OF BIDDER

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

City of Ukiah 300 Seminary Ukiah CA	Provide Concrete Collars around splice boxes @ Kohls \$ 80,000
Pacific Builders 880 L Street Arcata, CA	Willow Terrace @bbi St. Ukiah Water, Fire, Sewer, Storm Drain \$ 193,322.00
W/COMM P.O. Box 2740 Rocklin CA	923 Marzoni St, Ukiah Trench, Electric Boxes Set up Conduits \$ 49,000
Roris Quality 1000 Oak Grove Road Redwood Valley CA	Redwood oil Lake Mendocino Dr Electric, Water, Sewer \$ 106,000

SIGNATURE(S) OF BIDDER

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

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

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

WIPF CONSTRUCTION LLC

ERNEST WIPF

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

License No. 629598, License Expiration Date 11/30/2021.

Signature(s) of Bidder: Ernest Wipf

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

Business address: 1300 Hastings Road
Ukiah, CA 95482

Place of residence: 1270 Ridgeview Dr
Ukiah CA 95482

Dated: 5/12/2020

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, WIPF Construction LLC

PO Box 95482 Ukiah, CA 95482, as PRINCIPAL and
Travelers Casualty and Surety Company of America

11070 White Rock Rd Suite 130 Rancho Cordova, CA 95670, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Annex, Ukiah, California, on May 12, 2020 for TODD GROVE PARK ELECTRIC SERVICE UPGRADE.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 7th day of May
A.D. 20 20.

WIPF Construction LLC (Seal)

PO Box 95482 Ukiah, CA 95482 (Seal)

Eustace (Seal)
Principal

Travelers Casualty and Surety Company of America (Seal)

11070 White Rock Rd Suite 130 Rancho Cordova, CA 95670 (Seal)

Andrea M Cantlon (Seal)
Surety Andrea M Cantlon, Attorney-In-Fact

Address: 300 E 2nd Street Suite 1300
Reno, NV 89501
775-336-1987



POWER OF ATTORNEY

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company

Attorney-In Fact No. 229898

Certificate No. 007278931

KNOW ALL MEN BY THESE PRESENTS: That Farmington Casualty Company, St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company are corporations duly organized under the laws of the State of Connecticut, that Fidelity and Guaranty Insurance Company is a corporation duly organized under the laws of the State of Iowa, and that Fidelity and Guaranty Insurance Underwriters, Inc., is a corporation duly organized under the laws of the State of Wisconsin (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint

Teri L. Wood, Michael Talbott, Nicholas D. E. Rossi, Lori Jones, Patricia Owens, Randell L. House, Nina D. Dedeker, and Andrea Cantlon

of the City of Reno, State of Nevada, their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed and their corporate seals to be hereto affixed, this 26th day of June, 2017.

Farmington Casualty Company
Fidelity and Guaranty Insurance Company
Fidelity and Guaranty Insurance Underwriters, Inc.
St. Paul Fire and Marine Insurance Company
St. Paul Guardian Insurance Company

St. Paul Mercury Insurance Company
Travelers Casualty and Surety Company
Travelers Casualty and Surety Company of America
United States Fidelity and Guaranty Company



State of Connecticut
City of Hartford ss.

By: Robert L. Raney
Robert L. Raney, Senior Vice President

On this the 26th day of June, 2017, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of Farmington Casualty Company, Fidelity and Guaranty Insurance Company, Fidelity and Guaranty Insurance Underwriters, Inc., St. Paul Fire and Marine Insurance Company, St. Paul Guardian Insurance Company, St. Paul Mercury Insurance Company, Travelers Casualty and Surety Company, Travelers Casualty and Surety Company of America, and United States Fidelity and Guaranty Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.
My Commission expires the 30th day of June, 2021.



Marie C. Tetreault
Marie C. Tetreault, Notary Public

STATE OF Nevada

COUNTY OF Washoe

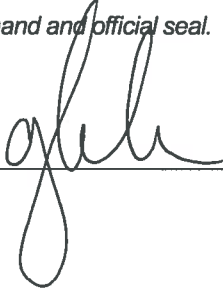
}

On May 7, 2020, before me, Gabriela Bell,
(here insert name of notary)

personally appeared Andrea M. Cantlon
(name(s) of Signer(s))

personally known to me (or 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.

WITNESS my hand and official seal.

Signature  (SEAL)



This area for Official Notarial Seal

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

TITLE(S)

- ☐ PARTNER(S) ☐ LIMITED
☐ GENERAL
☐ 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

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing TODD GROVE PARK ELECTRIC SERVICE UPGRADE by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address:

Ernest Hoff
P.O. Box 234

1300 Hastings Road

Ukiah CA 95482

Place of Residence:

1270 Ridgeview Drive

Ukiah, CA 95482

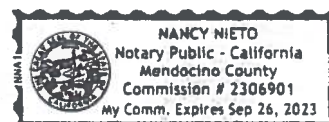
NOTARIZATION

Subscribed and sworn to before me this 12 day of May, 2020.

Nancy Nieto

Notary Public in and for the County of Mendocino, State of California.

My Commission Expires Sep. 26, 2023.



PURCHASING DEPARTMENT
1320 Airport Road, Ukiah CA 95482
(707) 467-5777
mwilliamson@cityofukiah.com



SPEC. 20-07 – TODD GROVE PARK ELECTRIC SERVICE UPGRADE

Addendum No. 1

April 8, 2020

The following is Addendum No. 1 to SPEC. NO. 20-07 – TODD GROVE PARK ELECTRIC SERVICE UPGRADE

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

The following changes are hereby made:

1. The dates that the referenced project will be published in the newspaper will be changed to April 12 and April 19, 2020

All other terms and conditions remain in full force and effect.

Mary Williamson
Buyer II

A handwritten signature in black ink, appearing to read "Mary Williamson", is written in a cursive style.

PURCHASING DEPARTMENT
1320 Airport Road, Ukiah CA 95482
(707) 467-5777
mwilliamson@cityofukiah.com



SPEC. 20-07 – TODD GROVE PARK ELECTRIC SERVICE UPGRADE

Addendum No. 2

April 13, 2020

The following is Addendum No. 2 to SPEC. NO. 20-07 – TODD GROVE PARK ELECTRIC SERVICE UPGRADE

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

The following are questions asked and corresponding answers:

Q1: Do we need to follow the exact path as shown on the plans for the bores at Low Gap and Todd Grove Park? Can we cut the corners to make the bore straighter?

A1: At Todd Grove Park - the placement of the bore on the plans is only a guide line and shown to avoid the majority of the root system of the trees in the park.

All other terms and conditions remain in full force and effect.

Mary Williamson
Buyer II



PURCHASING DEPARTMENT
1320 Airport Road, Ukiah CA 95482
(707) 467-5777
mwilliamson@cityofukiah.com



SPEC. 20-07 – TODD GROVE PARK ELECTRIC SERVICE UPGRADE

Addendum No. 3

May 8, 2020

The following is Addendum No. 3 to SPEC. NO. 20-07 – TODD GROVE PARK ELECTRIC SERVICE UPGRADE

This Addendum is hereby made part of the Contract Documents to the same extent as though it were originally included therein.

The following are questions asked and corresponding answers:

Q1: Will the City be providing the primary pull box for this project?

A1: Yes, the City will provide the primary pull box.

All other terms and conditions remain in full force and effect.

Mary Williamson
Buyer II



AGENDA SUMMARY REPORT

SUBJECT: Authorize the City Manager to Negotiate and Execute a Professional Services Agreement with Building Energy Systems Co. & Dancing Dog Design Build, Inc. for Design and Engineering Services to Develop Building Plans for Accessory Dwelling Units (ADUs), to be Paid from SB 2 Planning Grant Program Funds.

DEPARTMENT: Community Development

PREPARED BY: Mireya Turner, Associate Planner

PRESENTER: Consent item

ATTACHMENTS:

1. RFP and Addendum
2. Building Energy Systems Co & Dancing Dog Design Build Proposal

Summary: Council will consider authorizing the City Manager to negotiate and execute a Professional Services Agreement with Building Energy Systems Co. & Dancing Dog Design Build, Inc. for design and engineering services to produce building plans for Accessory Dwelling Units, consistent with the City's approved SB 2 Planning Grant work plan.

Background: SB 2 planning grant funds were awarded by the State Department of Housing and Community Development (HCD) to the City in October 2019 through Standard Agreement #19-PGP-13298, in the amount of \$160,000, to facilitate efforts to streamline the production of housing. The City's Project "Priority Policy Area (PPA) 3" is the development of building plans for Accessory Dwelling Units (ADUs) to be offered to builders of ADUs within the City limits, at no charge, in order to facilitate additional ADU development.

Staff distributed a Request for Proposals (RFP) (Attachment 1) to 11 Drafters, Architectural and Engineering firms, and Builders Exchanges, and posted the RFP to the City of Ukiah's website.

Discussion: Five proposals were received in response to the City's RFP. These included: Almeida Architecture, ANX, Building Energy Systems Co. & Dancing Dog Design Build, Inc., Ruff & Associates, and SM ADB. The City's Consultant Selection Committee, consisting of a member of the City Planning Commission, a member of the City Design Review Board, and the City's Building Official, reviewed the proposals and recommended Building Energy Systems Co. & Dancing Dog Design Build, Inc. for submitting the most responsive proposal (Attachment 2).

The SB 2 Planning Grant through 19-PGP-13298 will fully fund the cost of this contract through its reimbursement process.

Recommended Action: Authorize the City Manager to Negotiate a Professional Services Agreement with Building Energy Systems Co. & Dancing Dog Design Build, Inc. for Design and Engineering Services to Develop Building Plans for Accessory Dwelling Units (ADUs), to be Paid from SB 2 Planning Grant Program Funds.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 31523100.52100.18181: \$110,450

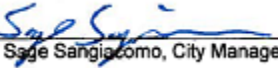
PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 19-PGP-13298 (SB 2 planning grant program)

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Craig Schlatter, Community Development Director, Mary Horger, Financial Services Manager

Approved:


Sage Sangiacomo, City Manager



REQUEST FOR PROPOSAL

DESIGN AND ENGINEERING SERVICES

DEVELOP BUILDING PLANS FOR ACCESSORY DWELLING UNITS

Request Date:

April 10, 2020

Deadline for Responses:

April 24, 2020, 5:00 P.M. (PST)

CITY OF UKIAH
Request for Proposal (RFP) –Design and Engineering Services
Develop Building Plans for Accessory Dwelling Units

1.0 INTRODUCTION & BACKGROUND

The City of Ukiah (City) is requesting proposals for the services of a drafter, architect, or engineer to perform design and/or engineering services for the development of a complete set of building plans for of a minimum of two different types of Accessory Dwelling Units (ADUs).

The City's Community Development Department intends to offer these building plans to developers of ADUs within the city limits of Ukiah, free of charge, in order to facilitate additional residential development.

2.0 SCHEDULE OF EVENTS

The schedule for this procurement is as follows:

Distribute Request for Proposals:	April 10, 2020
Deadline for Responses:	April 24, 2020, 5:00 P.M. (Pacific Time)
City Evaluation of Proposals:	By May 1, 2020
Interviews (if necessary)	By May 1, 2020
City Council approval requested for recommended firm:	May 6, 2020

The City must receive proposals no later than the time and date specified above. Those proposals received after this date and time will not be considered. Proposals will only be accepted electronically. Send your proposals to the following:

Mary Horger
Financial Services Manager
City of Ukiah
Email: mhorger@cityofukiah.com

Acceptable forms of electronic delivery are emailing the proposal directly, or providing a link to the documents for download, as long as the email is received by the established deadline. It is highly recommended to request a delivery receipt with the email to confirm that it has been received.

3.0 SCOPE OF WORK

The scope of services shall include tasks described below, as well as other elements or modifications, which may be suggested by consultants presenting proposals to better meet the needs of the City. All services shall be provided in accordance with the City's draft professional services agreement, a sample of which is attached as Attachment A.

A. Design

The Consultant shall work on the design development process and produce the final building plan designs. The listing below is a brief summary of the design elements:

1. The Accessory Dwelling Unit plans should be different in square footage, with a maximum of 1,200 square feet.
2. The design shall comply with the 2019 California Building Code, 2019 Plumbing Code, 2019 Electrical Code, 2019 California Mechanical Code, 2019 California Fire Code, 2019



California Energy Code, 2019 Title 24 California Energy Efficiency Standards, 2019 California Green Building Standards Code, and City of Ukiah Ordinances and Amendments.

B. Production of Plans and Specifications

Upon the approval by the City of the final design, the Consultant shall prepare building plans and technical specifications. Technical specifications are to include:

1. Specifications must give written instruction and procedures for the installation of the various elements shown on the drawings.
2. Include mechanical, electrical, structural and building code requirements (including seismic and safety codes).
3. Submit draft plans and specifications to City for review.
4. Receive comments on plans and specifications and prepare final documents. Final documents must be sealed and signed by an architect or engineer licensed to practice in California.
5. Provide one set of reproducible plans and one copy-ready set of specifications for each type of unit.
6. Provide one copy of plans and specifications in digital (PDF) format.

C. Deliverables

The following is a list of project deliverables:

1. Preliminary Design Plan
2. Final Design Plan
3. Draft Building Plans and Specifications 50%
4. Draft Building Plans and Specifications 90%
5. Final cost opinion based upon 90% plans/specs
6. Final Plans & Specifications 100%

D. Project Schedule

Final documents must be available no later than June 30, 2020.

4.0 REQUIRED PROPOSAL CONTENT

Firms interested in providing the services described in the section above must submit a proposal responding to all the questions below and providing all information requested in a format that mirrors the RFP by section and order listed. Proposals shall include at a minimum:

A. Cover Letter

The cover letter should contain the name, address, and brief history of the firm. The cover letter 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 sixty (60) days after the submittal date. The letter shall also provide the 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.

B. Project Understanding and Proposed Approach

Describe your firm's understanding of the project and how your firm intends to structure the project approach.

C. Project Team

Identify the key personnel to be assigned to this project, including the qualifications and experience as related to the project. Resumes for each of the key personnel are to be provided. Identify any



sub-consultants/subcontractors that will be used, including their qualifications and experience, as well as the work they will accomplish. Staff proposed to be in charge of the project must demonstrate significant experience supervising similar work. Describe the proposed organizational structure between consultant and sub-consultants/subcontractors, including current and previous work assignments.

D. Experience and References

Provide descriptions of related project experience for at least three similar projects on which the firm has performed work over the past ten years. For the sub-consultants/subcontractors that will be used for more than 10% of the project budget, provide the same detail. Each project description shall be limited to a maximum of 4 pages, including project images and must provide client references and client contact information.

E. Fee Proposal

Provide a separate fee proposal based on an hourly rate schedule with a “not to exceed” maximum cost for each unique set of building plans identified in the Scope of Services. Provide a tabulation of the project staff and number of work hours for each task. 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 fee schedule.

F. Proposed Project Schedule

Provide a proposed schedule of completion for each task and list of task deliverables.

G. 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.

5.0 PROPOSAL EVALUATION

The following evaluation criteria will be used in evaluating and selecting candidates:

- A. Demonstration of understanding of the project and the local market conditions; ie. Average residential parcel size, and residential architectural character. (30 points)
- B. Clarity of submittal and responsiveness to the RFP. (30 points)
- C. Qualifications, competence, technical ability and relevant experience of specific personnel identified by the consultant. (20 points)
- D. Quality of consultant’s related work experience: experience with similar projects, experience with preparation of construction plans and specifications for a government agency, cost estimates, and permitting. (20 points)

The City reserves the right to reject any and all proposals. The City reserves the right to award a contract to the firm that presents the proposal, which in the sole judgment of the City best serves the City’s interest. The City reserves the right to reject any or all proposals, to waive minor irregularities in said proposals, and/or negotiate minor deviations with the successful firm.



6.0 CONTACT PERSON

Please contact Mary Horger, Financial Services Manager, if you have questions or require additional information. Questions must be submitted in writing via email. Contact information can be found below.

Mary Horger, Financial Services Manager
City of Ukiah
(707) 463-6233
mhorger@cityofukiah.com

Communication between a proposing company and a member of the City staff, other than the designated contact person, or between a proposing company and a non-designated City representative regarding the selection of a proposing company or award of this contract is explicitly prohibited from the time the RFP is advertised until the selection of a proposing company or award of the contract. Questions pertaining to this RFP shall be addressed to the party specified above. Failure of a proposing company, or any of its representatives, to comply with this paragraph will result in their proposal being rejected.

7.0 ADDENDA

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

8.0 INSURANCE REQUIREMENTS

Provided as Attachment "B" are the City's complete insurance requirements. Awarded firm, prior to performing any work, shall procure and maintain for the duration of the contract insurance per the attached requirements.

9.0 CITY BUSINESS LICENSE

Awarded firm will be required to maintain a City business license for the duration of the contract. Information regarding the City business license can be found on the City website, at www.cityofukiah.com/businesses.

10.0 PUBLIC RECORDS

All materials submitted in response to this RFP are property of the City and will not be returned. The materials will be a public record subject to the disclosure provisions of the California Public Records Act and any other related public law or provision of such laws.

11.0 FINANCIAL RESPONSIBILITY

The City accepts no financial responsibility for any costs incurred by a firm in responding to this RFP. Submissions will become the property of the City and may be used by the City in any way deemed appropriate.



**ATTACHMENT A -
AGREEMENT FOR
PROFESSIONAL CONSULTING SERVICES
[Design Professional]**

This Agreement, made and entered into this ____ day of _____, 2020 ("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.



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.

**If you have questions regarding our insurance requirements contact:
Risk Manager
(707) 463-6287 or FAX (707) 463-6204**

PURCHASING DEPARTMENT
411 West Clay Street, Ukiah CA 95482
(707) 463-6233
mhorger@cityofukiah.com



**RFP – Design and Engineering Services
Develop Building Plans for Accessory Dwelling Units**

Addendum No. 1

April 15, 2020

The following is Addendum No. 1 to Request for Proposals – Design and Engineering Services, Develop Building Plans for Accessory Dwelling Units.

This Addendum is hereby made part of the Request for Proposal document to the same extent as though it were originally included therein.

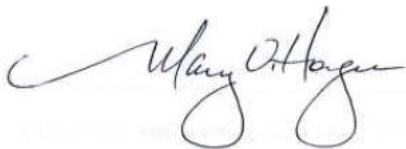
The following is a question asked and corresponding answer:

Q1: The RFP states that award of the project is May 6, 2020. By City Council yet the scheduled date for completed plans no later than June 30, 2020. Unless someone has stock plans already or nearly completed plans I don't believe it's feasible to have the City execute a contract, have enough input from the Community input and engineer plans in fifty-five days total. Is the completion no later than June 30, 2020 correct?

A1: Yes- the completion date of no later than June 30, 2020 is correct because it is the same date within the City and State of California funding agreement. The City submitted an application to the State to develop a program of making sets of ADU building plans available to members of the public to incentivize the production of ADUs. This application was awarded, and the agreement stipulates this section of the work be completed by June 30, 2020, as stated in the RFP.

Given the disruption to workflow as a result of the COVID-19 pandemic, the City expects the State to be amenable to a time extension related to this program deliverable benchmark. Consequently, although RFP responders will be evaluated partially based on their ability to deliver the scope of work by the June 30, 2020 deadline, if responders do not believe this deadline is achievable supporting justification and a clearly articulated alternative timeline should be provided.

All other terms and conditions remain in full force and effect.



Mary Horger
Financial Services Manager

Proposal to

The City of Ukiah

**Proposal to Prepare Three ADU Plan Sets &
Associated Documents**



Presented by

Building Energy Systems Co

Dancing Dog Design Build Inc.

April 25, 2020

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A. Cover Letter

April 24th, 2020

Mary Horger, Financial Services Manager
City of Ukiah
mhorger@cityofukiah.com

Subject: City of Ukiah ADU Design "Proposal."

References: (1) Your Request for Quotes (RFQ) dated April 10th, 2020.

Dear Ms. Horger:

Building Energy Systems Consulting (BESC, Inc) and Dancing Dog Design Build, inc. (DDDB) are pleased to submit the following proposal in response to **your reference (1) RFQ**. BESC's office is located in downtown Fort Bragg on 247 North Main Street, Unit A.

Our team is ALL local to Mendocino County with big city experience and rural sensitivity. The principal of BESC, Inc, Tim Twomey has worked in engineering, design, and construction in both Lake and Mendocino Counties since 2005. The Owner of Dancing Dog Design Build, Cynthia Sharon, is both a licensed contractor and a designer and brings years of practical building-science based construction and design expertise and experience to this engagement. Additionally, Marie Jones, former Director of Community Development for the City of Fort Bragg, brings extensive planning expertise and knowledge of the keys features of a successful second unit design and program. Further all team members are knowledgeable of sustainable building practices, building science, state code requirements, the local building industry, and local aesthetic preferences and climate requirements. We are excited about the opportunity to work with you to develop cost effective flexible 2nd unit designs that will be well loved by homeowners and contractors alike.

This proposal is a fixed offer for a minimum period of sixty (60) days after the submittal date and the undersigned is solely authorized to negotiate a contract and bind BESC, Incorporated to the terms of the contract. Please feel free to contact me with any questions or to set up an interview at 707-245-4724.

Thank You

Tim Twomey, P.E.
BESC, Inc.
Principal
CEM, CEA, HERS
247 North Main Street, Unit A.
Fort Bragg, CA 95437
707-245-4724

Cynthia A Sharon
Dancing Dog Design Build
Designer & Contractor
License # 901297, NARI, LEED AP
16312 Old Caspar Railroad
Fort Bragg, CA 95437
707-964-7900

B. Project Understanding and Proposed Approach

The goal of this project is to create easy to read and easy to construct, affordable, high quality plans for three Accessory Dwelling Units (ADUs) that fit within the character of Ukiah. We will use our combined experience to create plans of varying sizes (between 500 and 1,100 SF) that result in buildings with flexible layouts that can be used by a variety of family types. The goal of the project is to ensure that the plans are easy to read and easy to construct while providing quality building character that respects the architectural vernacular in Ukiah and follows good design principles.

The designs will emphasize:

- Compatibility with Ukiah's single family residential character which consists of a wide variety of home types including: craftsman, Victorian, ranch, bi-level 80s and other styles. Thus we would seek to create three ADU plans that are compatible with the three dominate residential styles in Ukiah.
- Passive solar heating and cooling to address Ukiah's hot summers and cold winters
- Flexible spaces, that meet the needs of Ukiah families.
- Flexible building orientation so that the unit can be oriented on the long or short access of the site with access to the street or the alley, as Ukiah has a variety of lot sizes and shapes. Thus, the plans must be flexible enough to serve this wide variety of parcel sizes and shaped.
- Ease of construction, for example designing rooms that are sized to be divisible by standard material dimensions to minimize waste and costs; and
- Be easy to read - all plans will include separate pages for framing and layout, electrical & mechanical, plumbing, elevations, etc. with clear details, legends and notes.

As requested in the RFP the three ADU plan sets will comply with the 2019 California Building Code, 2019 Plumbing Code, 2019 Electrical Code, 2019 California Mechanical Code, 2019 California Fire Code, 2019 California Energy Code, 2019 Title 24 California Energy Efficiency Standards, 2019 California Green Building Standards Code, and City of Ukiah Ordinances and Amendments.

As these plans will not be constructed by the public sector and as property owners will want to specify their own finishes, appliances and window types, the detailed specification requested in the RFP are not recommended, although we are prepared to develop them if the City wishes and have included a line item in the budget to do so. As a team we recommend the following alternative approach:

1. Develop a full materials take-off from the plans that each property owner and contractor can use to order materials and estimate costs. In addition to standard construction materials (framing, insulation, sheetrock etc.) the materials take off will specify mid-price windows, shingles, siding, floor coverings, appliances, etc. Individual owners and contractors may substitute different materials for many of these finishes.
2. Further the team will obtain a cost estimate for materials, for the mid-price materials take off, from local lumber companies which will aid property owners in selecting a set of plans that works for their budget.
3. As the building will be constructed by a contractor, who must be familiar with the construction process and all building codes, the development of detailed writing instructions for construction of the buildings is not recommended. However, construction details will be provided on the plan sets as is typical. Additionally, the

plans will include pages for mechanical, electrical and structural in sufficient detail to facilitate compliance with all codes (including seismic, energy and safety codes).

The plan development process will consist of the following:

1. Project kick off meeting to discuss the City's design goals for each of the three ADU plan sets.
2. The design team will develop a conceptual plan set (layout and elevations) for each ADU plan.
3. Upon the approval of the conceptual plan set, the team will develop 50% plans for review by the City. Upon approval of the 50% design, the team will develop a 90% plan set for review by the City. Based on feedback final changes will be made and the structural engineering plan will be completed.
4. The consultant team will submit the plans to City Building Department for review.
5. The consultant team will receive comments on plans and specifications and prepare final documents, Dancing Dog Design Build will develop a detailed construction cost estimate for each plan set. Final documents will be sealed and signed by Tim Twomey PE, who is an engineer licensed to practice in California. We also recommend the following optional deliverables: Generic Site Plan, Generic Title 24 Calcs, Fire Sprinkler Plan & Calculations and have included task items and budget items to prepare these.
6. The team will provide one set of reproducible plans and one copy-ready set of the materials take off and the cost estimate for each type of unit as well as the base CAD drawings. We will also provide one copy of all documents in digital (PDF) format.

Deliverables

The following is a list of project deliverables:

- a. Conceptual Design Plan
- b. Final Design Plan
- c. Draft Building Plans 50% (including optional Specifications)
- d. Draft Building Plans 90% (including optional Specifications)
- e. Option Deliverables: Materials Take Off and Materials Bid, Generic Site Plan, Generic Title 24 Calcs, Fire Sprinkler Plan & Calculations
- f. Final cost opinion based upon 90% plans/specs
- g. Final Plans & Related Documents 100%

C. Project Team

Prime: Building Energy Systems Co (BESC)

BESC is a leader in structural design and energy efficiency. The firm provides the following areas of expertise:

- Structural Engineering & Advanced Framing - our approach is to reduce framing to better control heat loss/gain resulting in a more energy efficient building and a more comfortable living environment.
- Heating And Cooling Design & Installation - BESC will work to ensure that the heating and cooling investment is designed along with a tight thermal envelope for a low-energy use second unit.
- Energy Modeling- Using performance modeling, we will develop the Title 24 calcs and modify the building design to maximize energy performance.

Tim Twomey. Since 1985, Tim has been involved in multiple facets of the building industry. Tim has a wide range of expertise in high-performance building design, including:

- Licensed Civil Engineer and Building Contractor - providing services for over 500 buildings.
- Licensed Mechanical Engineer - With simplicity and maintenance in mind, Tim has aided in the design and construction of many sophisticated mechanical systems.
- HERS Rating Certified - The CALCERTS, Cheers, and RESNET HERS rating system mark the standard by which a home's energy performance is measured.
- California Energy Analyst 'CEA' Certified - A certified CEA with an understanding of broader energy efficiency issues and commitment to quality, Tim has conducted hundreds of home energy models.
- Tenure in the HVAC Industry- Including 15-20 years of experience aiding commercial building owners in reducing energy use.

Education

University of California, Berkeley, CA 1999
Master of Science, Engineering
University of Arizona, Tucson, Arizona, 1985,
Bachelor of Science, Engineering

Dancing Dog Design Build (DDDB)

DDDB works on a wide variety of large, medium, and small, new construction and remodel projects in Mendocino County. Dancing Dog Design Build's design projects include a range of custom homes, second units, artist studios and commercial spaces. As a design-build firm our construction knowledge is put to work to ensure that all plans are easy to understand, easy to construct, and cost effective to construct while meeting the needs of our clients. We have designed and constructed a number of small primary and secondary units, including a tiny home. Our team also provides expertise in planning and zoning through a partnership with Marie Jones, former Director of Community Development at the City of Fort Bragg.

Cynthia Sharon, Licensed contractor and designer, brings 30 years of experience in home and second unit design and construction to this project. She bases all design work on a deep understanding of building science, a cost-effective approach to construction, sustainable materials, and how to create a pleasing comfortable and usable space. Ms. Sharon will design the three units and ensure that the designs comply with all building, electrical and plumbing codes.

Work Experience

- **Owner, Dancing Dog Construction, Fort Bragg CA, 12/07 to present**
Designer and contractor for a variety of new construction projects through the Mendocino Coast, including accessory dwelling units, tiny homes, single family homes, commercial projects and a variety of remodels.
See www.dancingdogdesignbuild.com
- **Foreman, Artistic Building, Fort Bragg CA 1/07 to 12/07**
Managed crews of one to three carpenters doing residential remodel work.
- **Foreman, Master Builders, Oakland CA 1/03 to 10/06**
Managed crews of three to five carpenters. Responsible for job management, plan reading, layout, delegation of tasks, schedule management (including all subs) and coordination and communication with clients, subs and architect.
- **Foreman and Carpenter Desmidt Builders, Oakland, CA. 6/03-2/04, 9/95-10/01**
Managed crews of three to seven carpenters. Responsible for plan reading, layout, delegation of tasks, schedule management, and coordination with clients and

sub-contractors. Project pictures at www.desmidtdesignbuild.com Sample projects include: Tasajara Zen Center – Carmel Valley, 1998; Wilson Estate -- St. Helena, 1999; Nature Conservancy—Golden Gate Park San Francisco, 2003

Instructor, Building Education Center, Berkeley, CA. 3/02 to 10/06

Teach a quarterly “hands-on” deck-building class using local job sites. Instruct on all aspects of building a deck including design, code, and safety issues; as well as the actual deck, stair, and rail construction.

Education/Certifications

NARI Green Building Professional, Certification March 2005

College of Notre Dame, Belmont, CA. M.A., Marital & Family Therapy 6/95.

Smith College, Northampton, MA. B.A. Psychology and Studio Art 5/89

Michael Sharon, CAD designer, will prepare all CAD drawings for the project. He is part of the DDDDB team and has prepared all of our CAD drawings for over five years. His drawings are clean, clear and easy to read.

Marie Jones, Former Fort Bragg Community Development Director, was responsible for creating and implementing the City of Fort Bragg’s second unit program and will use lessons learned from this experience to assist with the design of the plans and to ensure that the three plan sets are used often and are in demand within the City of Ukiah. She will develop the building specifications and other associated submittals, such as generic site plans for each design.

Work Experience

- **Community Development Director**, City of Fort Bragg, CA 9/2006 – 10/2019
Responsible for management of the City’s Community Development Department and long range and current planning activities, housing, economic development, special projects, and grant writing. Engaged in many housing development activities including three Housing Element Updates, the Inclusionary Housing Ordinance, Fort Bragg’s free second unit designs program, attracted new affordable housing developer to Fort Bragg, and prepared \$3.16 million in successful grants for affordable housing. Prepared the Mill Site Reuse Plan for reuse of 425- acre Georgia-Pacific Mill Site, two Land Use and Development Code Updates, Inland General Plan Amendment & EIR, Sustainability Element, Sprinkler Ordinance, Construction and Demolition Debris Ordinance, Parks Ordinance, Climate Action Plan and a variety of other planning documents.
- **Principal**, Marie Jones Consulting, 9/02 – 9/2006
Provided economic development, planning, real estate economics, and green building consulting services to a variety of public, non-profit, and private clients throughout California and Oregon. See www.mariejonesconsulting.com
- **Senior Associate**, Bay Area Economics, 3/01 – 9/02
Project manager for economic development, development feasibility and other consulting services.
- **Director of Economic Development**, San Francisco Partnership, 10/99 – 3/01
Provided economic development assistance to 150+ large and small businesses and non-profits annually, including assistance with site selection, tax incentives, loan programs, and worker training.
- **Director, Product Development**, Michigan Manufacturing Tech Center 1993 – 1998.
Founded and managed a nation-wide training program in economic development and manufacturing process improvement.

Education, LEED Accredited Professional, USGBC; Masters of City Planning from Cornell University; BA Environmental Studies, BA Biology from UC Santa Cruz.

D. Experience and References

Dancing Dog Design Build & Marie Jones Consulting

ADU Design and Construction. Dancing Dog Design Build has designed, prepared complete building plan sets and constructed nine Accessory Dwelling Units throughout Mendocino County. A sample of finished ADU projects that Dancing Dog designed, prepared plan sets for, and built are illustrated below. Please see attachment for a sample plan set.

David Brothers ADU, Westport CA

Size: 450 SF

Location: Westport, Ca

Description: 1 BR, 1 BA, cathedral ceiling, loft, wrap around deck and arbor.

Reference: David Brothers, 707-367-0871



Branscomb ADU

Size: 600 SF

Location: Branscomb, Ca

Description: 2 BR, 1 BA, wrap around porch & deck

Reference: Brendt Olson, 530-277-5067



Mendocino ADU

Size: 800 SF

Location: Mendocino, Ca

Description: 1 BR, 1 BA, cathedral ceilings, deck.

Reference: Suzanne Lewis, 512-695-5610



City of Fort Bragg Free Second Unit Program. Marie Jones developed and implemented the City of Fort Bragg's Free Second unit program. Over a seven-year period she worked with three designers to develop five second unit designs that some 30 homeowners have used to build second units. She worked with the designers to develop designs that balance affordability, flexibility, sustainability and cost. Through this work she learned what design features are important to homeowners and special design considerations to ensure that the ADUs are flexible enough to fit a variety of needs and building sites. She will provide her technical advice on unit design. Dancing Dog Design Build and Marie Jones Consulting share an office and work collaboratively on many projects. **Reference:** Sarah McCormick, Housing and Economic Development Manager, City of Fort Bragg, 415-933-1165



REFERENCE PROJECT ONE: LOCATION:

1140 Redbud, Redding, CA CLIENT: Stacey Armstrong, 707-245-3047

HIGHLIGHTS:

1. Home is designed for wheelchair access from garage to top level.
2. Home is designed for EPA/DOE Energy Star Certification.
3. Home is designed to meet EPA Indoor Air Plus Certification.
4. Junior ADU lower level has independent access from left front door.
5. Lower and Upper levels are carefully separated.
6. SOLAR PV reduces electric bills and allows possible Net Zero Energy depending on behavior, budget, and Energy Storage capacity.
7. Unvented roof and semi-conditioned, sealed crawlspace, exterior stucco, timber deck framing, and metal roof go beyond typical Cal Fire Wildland Urban Interface Requirements.



REFERENCE PROJECT TWO:

LOCATION: 3500 Kelsey Knolls, Santa Rosa, CA

CLIENT: Jason White, 707-295-8055

1. Home is designed for wheelchair access from garage to lower level.
2. Home is designed for PG&E Advanced Energy Program (20% above minimum 2016 Title 24 Part 6 Energy Standards) using Envelope AND Duct Air Sealing, HERS testing and verification, and Continuous Insulation at all walls and roof.
3. Home is potential Net Zero Energy candidate depending on amount of Solar PV and Energy Storage capacity installed (budget dependent).
4. Junior ADU lower level has independent access from rear right door.
5. Manual Transfer Switch at electric panel allows easy hook-up to portable emergency generator.
6. Unvented roof and slab on grade with gasketed bottom plates, 2X8 @ 24" stud spacing, exterior stucco, stucco enclosed deck, glass guardrail and TPO roof go beyond typical Cal Fire Wildland Urban Interface Requirements.



REFERENCE PROJECT THREE:

LOCATION: 151 Bernard Street, San Francisco, CA

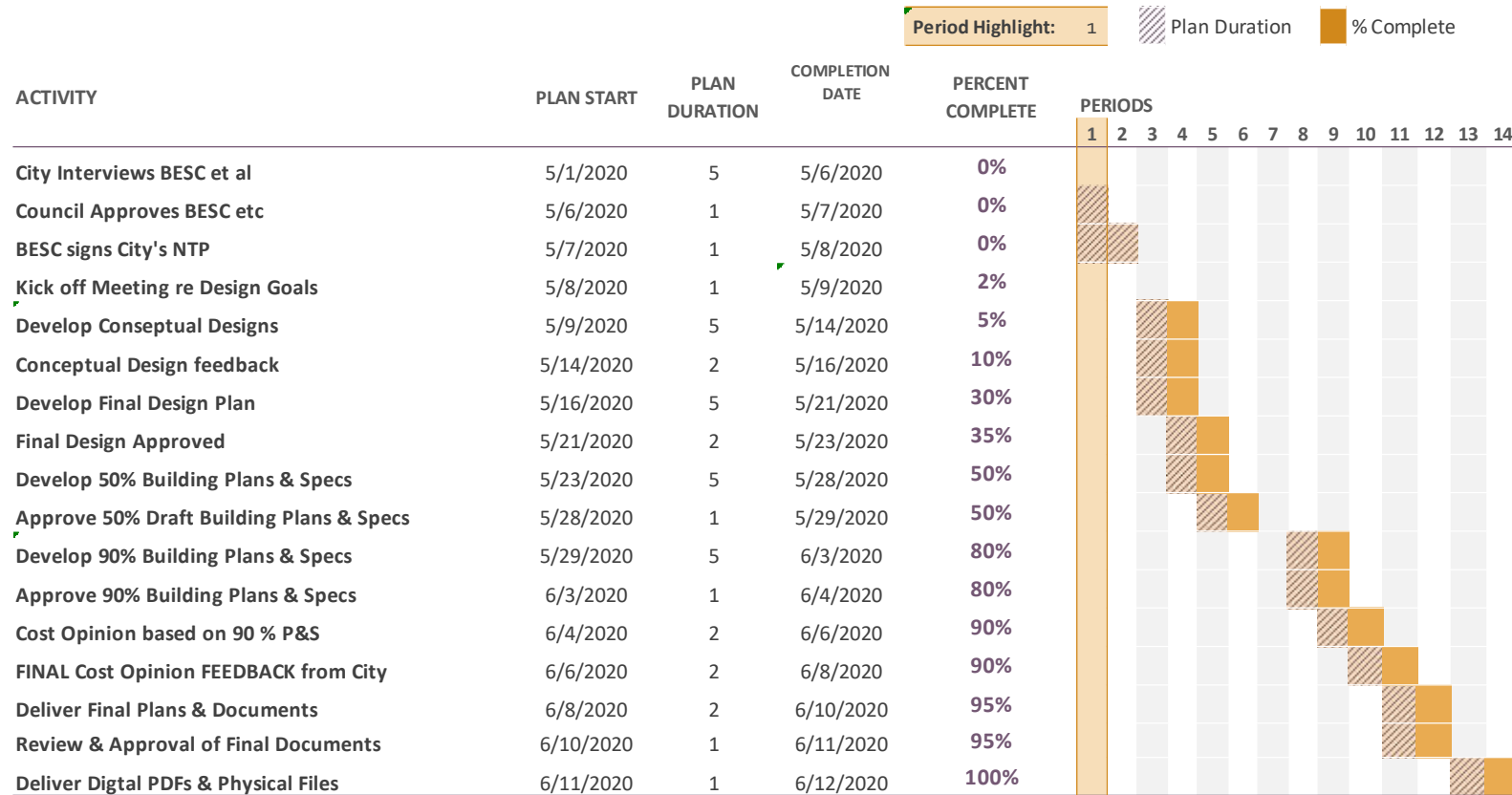
CLIENT: Henning Van Duesen Jensen, 415-937-1497

HIGHLIGHTS:

1. New 3-unit condo and one Junior ADU.
2. Old furnace was converted to a multi-zone mini-split variable refrigerant volume heat pump.
3. Line of sight and parking issues became major design issues with the addition of a 3rd floor unit above the 2 lower floors and full height basement.
4. Some dewatering measures had to be integrated to manage bulk water.

F. Proposed Project Schedule

CITY OF UKIAH ADU DESIGN TIMELINE



G. Exceptions

Detailed Specifications and Installation Instructions.

Detailed Specifications are not Recommended but may be provided as detailed in the budget. As these plans will not be constructed by the public sector and as property owners will want to specify their own finishes, appliances and window types, the detailed specification requested in the RFP are not recommended, although we are prepared to develop them if the City wishes and have included a line item in the budget to do so.

As a team we recommend the following alternative approach:

1. Develop a full materials take-off from the plans that each property owner and contractor can use to order materials and estimate costs. In addition to standard construction materials (framing, insulation, sheetrock etc.) the materials take off will specify mid-price windows, shingles, siding, floor coverings, appliances, etc. Individual owners and contractors may substitute different materials for many of these finishes.
2. Further the team will obtain a cost estimate for materials, for the mid-price materials take off, from local lumber companies which will aid property owners in selecting a set of plans that works for their budget.
3. As the building will be constructed by a contractor, who must be familiar with the construction process and all building codes, the development of detailed writing instructions for construction of the buildings is not recommended. However, construction details will be provided on the plan sets as is typical. Additionally, the plans will include pages for mechanical, electrical and structural in sufficient detail to facilitate compliance with all codes (including seismic, energy and safety codes).

Project Schedule. It is our understanding from the RFP addendum that an extension may be made by the state for the final product delivery date. Our proposed schedule assumes an additional two weeks to complete the project. However, we are confident that we can complete the project by the end of June if required.

City of Ukiah - ADU Deisgn - Project Budget

	Hours				Budget		
	Tim	Cynthia Sharon	Marie Jones	Michael Sharon	BESC	DDDB & MJC	Total Cost
Hourly Rate	\$150	\$80	\$80	\$80			
Tasks							
Kick off Meeting re Design Goals	1	1	1		\$150	\$160	\$310
Develop Conceptual Designs		5	3		\$0	\$640	\$640
Conceptual Design feedback		2	2		\$0	\$320	\$320
Develop Final Design Plan		15	8		\$0	\$1,840	\$1,840
Final Design Approved		2	2		\$0	\$320	\$320
Develop 50% Building Plans	5	10		25	\$750	\$2,800	\$3,550
Approve 50% Draft Building Plans	1	1			\$150	\$80	\$230
Develop 90% Building Plans & Engineering	40	5		25	\$6,000	\$2,400	\$8,400
Approve 90% Building Plans & Engineering	2	2		2	\$300	\$320	\$620
Prepare Materials Take off, Specs and Cost Estimate	12	10			\$1,800	\$800	\$2,600
Final Cost Opinion Feedback from City	2	2			\$300	\$160	\$460
Deliver Final Products	3	3		10	\$450	\$1,040	\$1,490
Review & Approval of all Deliverables	1	1			\$150	\$80	\$230
Deliver Digital & Physical Files	2		3		\$300	\$240	\$540
Total	69	59	19	62	\$10,350	\$11,200	\$21,550
Recommended Optional Tasks							
Option Task: Materials Take Off and Materials Bid		10			\$0	\$800	\$800
Option Task: Generic Site Plan	1	2		4	\$150	\$480	\$630
Optional Task: Generic Title 24 Calcs	6				\$900	\$0	\$900
Optional Task: Fire Sprinkler Plan & Calculations	4				\$600	\$0	\$600
Total Optional Tasks	11	12	0	4	\$1,650	\$1,280	\$2,930
Tasks Not Recommended							
Develop Specifications (50%, 90% and 100%)	2	5	20		\$300	\$2,000	\$2,300



AGENDA SUMMARY REPORT

SUBJECT: Annual Review of Mobilehome Park Stabilization Fees and Activities, Possible Adoption of Resolution Amending Resolution No. 2019-42; and Approval to Waive Fees for the FY 2019-20.

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Resolution 2019-42
2. Letter to Residents
3. Draft Resolution - redline & clean

Summary: Council will receive an annual report on the administrative costs and activities regarding the mobilehome park stabilization program; consider adopting a Resolution amending Exhibit A to Resolution No. 2019-42, adjusting the administrative costs to reflect current costs; and consider waiving the fees for the Fiscal Year 2019-20.

Background: On August 7, 2019, Council adopted Resolution 2019-42 (Attachment 1) that amended and updated the arbitration and administrative costs. Council gave direction to staff to charge the mobilehome park stabilization account annually to cover the City administrative costs to maintain the requirements laid out in the Resolution; only invoicing the mobilehome park owners/residents when the balance in the account falls below the estimated costs for arbitration and administrative activities. Staff was directed to implement an annual educational program to inform the tenants of the ordinance requirements, and include those actions and results in the yearly report to Council.

As part of the educational program, a webpage was established and has been maintained on the City's website at: <http://www.cityofukiah.com/mobile-home-park-rent-stabilization-2/>. The webpage contains links to the following: Ordinance 1126 and Resolution 2019-42 that govern the stabilization process and costs; the December 20, 2017, staff report to Council that details how the fees are assessed; and the annual letter sent to the mobilehome park owners regarding the October CPI, which dictates the amount that rent can be increased. All correspondence and documents pertaining to the mobilehome park rent stabilization are added on an on-going basis to this webpage.

In addition, a letter (Attachment 2) was sent out on April 22, 2020, to all mobilehome park residents to bring their awareness to the website resource. The Clerk's office received one response to date from a park resident wanting to know more about the letter that was sent out, to which additional verbal information was given.

Discussion: The current before-year-end-close balance in the Mobilehome Rent Stabilization Trust Fund (90000000.23251) is \$25,010.37. Administrative Costs for the 2019-2020 Fiscal Year came to \$496, leaving a remaining balance of \$24,514.37. Per Resolution 2019-42, Exhibit A (Attachment 1), the total reasonable estimate for the annual cost to administer Chapter 8, including arbitrations is \$11,300. As the remaining balance still exceeds the suggested reasonable estimate of costs, staff recommends waiving the annual fee to the mobilehome parks for the fiscal year 2019-20, and only charging the Mobilehome Rent Stabilization Trust

Fund for the FY 19-20 administrative costs of \$496.

Costs to implement the program shown on Exhibit A to Resolution 2019-42, have changed due to the hourly arbitration costs. Therefore, Council is being asked to consider adopting a new resolution amending Exhibit A to include the cost differences. Red-line and clean versions of the proposed resolution are included as Attachment 3 a&b. These changes would not affect the recommendation to waive the annual fee to the mobilehome parks for the fiscal year 2019-20.

Recommended Action: Receive report on the Mobilehome Park Stabilization Administrative Costs and Activities; adopt the Resolution amending Exhibit A to Resolution 2019-42 adjusting the administrative costs; approve waiving fees for FY 2019-20; and charge \$496 to Mobilehome Park Rent Stabilization Fund for this year's administrative costs.

BUDGET AMENDMENT REQUIRED: No

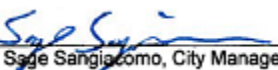
CURRENT BUDGET AMOUNT: \$25,010.37

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: 900000000.23251

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2019-42**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING EXHIBIT A TO RESOLUTION 2018-22 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS****WHEREAS:**

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and
2. Costs to administer the program have been assessed and are shown in Exhibit A; and
3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and
4. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. Exhibit A states a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations; and
5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces; and
6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and
7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and
8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

NOW, THEREFORE, BE IT RESOLVED that:

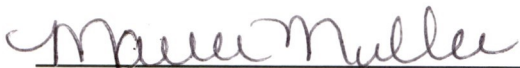
1. The City Council of the City of Ukiah approves an annual administration fee an amount equally divided between billable spaces subject to rent control to be paid by the City's six mobilehome parks.
2. The fee is due on July 30 of each year, but may be paid in quarterly installments on July 30, October 30, January 30, and April 30.
3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review

in May and June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

4. This resolution supersedes resolution 2018-22.

PASSED AND ADOPTED at a regular meeting of the City Council held on August 7, 2019, by the following roll call vote:

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


Maureen Mulheren, Mayor

ATTEST:


Kristine Lawler, City Clerk

EXHIBIT A

2017 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2012-17 RENT STABILIZATION FEES

Estimated Arbitration Costs:

TOTAL - \$7,200

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

An arbitration through ADR includes the hourly or daily rate charged by the arbitrator and the fees charged by ADR. ADR arbitrators are retired judges or attorneys. The hourly rates vary from \$400 at the low end to \$700 at the high end. The average hourly rate is \$500.

ADR charges an initial fee of \$300 plus \$450 per party to the arbitration. Its fee schedule is attached.

Assuming an arbitration hearing takes one 8-hour day and the arbitrator takes 4 hours to prepare a written decision, 12 hours @ \$500 = \$6,000 + \$1,200 (assuming only two parties) for a total of \$7,200.

Estimated Administrative Costs:

TOTAL - \$1,977.50 *(Using larger invoiced rate)*

MHP = Mobile Home Park

Estimated Attorney Fees for Various Matters Pertaining to Mobilehome Parks: \$1,000

(Note: only the actual expenses would be billed to the account)

Educational Outreach Costs: \$366.48

- Draft Letter to Residents
- Print, fold, label, and stuff envelopes
- Postage to send letters

If MHP owners are invoiced: \$611.02 + postage

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = \$1.60 per space.

If MHP owners *are not* invoiced: \$209.15

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .55 cents per space (*rounded*).

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS \$9,178 (*rounded*).

**Note – This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*



April 22, 2020

SUBJECT: Mobilehome Park Rent Stabilization Resource Information

Dear Mobilehome Park Residents,

This letter is an educational outreach, so that you are aware of your rights – per ordinance 1126 and resolution 2018-22 - as a mobilehome park resident.

In 2011, the Ukiah City Council adopted an ordinance to establish a mobilehome park rent stabilization. In an effort to assist mobilehome park residents to better understand how the rent increases, fees, and pass-through charges operate, a webpage was created on the City of Ukiah's website, which can be found at: <http://www.cityofukiah.com/mobile-home-park-rent-stabilization-2/>.

Mobilehome park residents are encouraged to explore the webpage, which contains the full ordinance and resolution that explains how the rent stabilization works. There are also links to annual correspondence sent to the mobilehome park owners regarding the October CPI index that determines the amount that can be charged for rent increases, and staff reports presented to the City Council explaining in detail how the yearly fees operate.

Governor Newsom has issued an executive order, N-37-20, which puts a temporary moratorium on eviction enforcement under specific conditions during the COVID-19 Pandemic. You may view the order here: <https://www.gov.ca.gov/wp-content/uploads/2020/03/3.27.20-EO-N-37-20.pdf>

The City Clerk's office is available to address any questions or concerns that you may have, and can be reached by email at klawler@cityofukiah.com, or by calling 707-463-6217.

Sincerely,



Kristine Lawler
City Clerk

RESOLUTION NO. ~~2019-42XX~~2020-**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING EXHIBIT A TO RESOLUTION ~~2018~~2019-22-42 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS****WHEREAS:**

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and
2. Costs to administer the program have been assessed and are shown in Exhibit A; and
3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and
4. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. Exhibit A states a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations; and
5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces; and
6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and
7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and
8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah approves an annual administration fee an amount equally divided between billable spaces subject to rent control to be paid by the City's six mobilehome parks.
2. The fee is due on July 30 of each year, but may be paid in quarterly installments on July 30, October 30, January 30, and April 30.
3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review

in May and June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

4. This resolution supersedes resolution ~~2018~~2019-~~42~~2.

PASSED AND ADOPTED at a regular meeting of the City Council held on ~~August 7~~May 20, ~~2019~~2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

~~Maureen Mulheren~~Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

2019-2020 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2012-17 2020/2021 RENT STABILIZATION FEES

Estimated Arbitration Costs:

TOTAL - \$~~8,700~~9,450

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

An arbitration through ADR includes a \$450 administrative fee, plus the hourly or daily rate charged by the arbitrator and the fees charged by ADR. ADR arbitrators are retired judges or attorneys. The hourly rates vary from \$~~400~~ 450 at the low end to \$~~850~~ 975 at the high end. The average hourly rate is \$~~625~~ 712.50.

~~ADR charges an initial fee of \$300 plus \$450 per party to the arbitration.~~

Assuming an arbitration hearing takes one 8-hour day and the arbitrator takes 4 hours to prepare a written decision, 12 hours @ \$~~625~~ 712.50 = \$~~7,500~~ 8,550 + \$~~1,200~~ 900 (admin fee; assuming only two parties) for a total of \$~~8,700~~ 9,450.

Estimated Administrative Costs:

TOTAL - \$1,850 (Using the higher rate of the two invoiced rates below and rounding)

MHP = Mobile Home Park

Estimated Attorney Fees for Various Matters Pertaining to Mobilehome Parks: \$1,000

(Note: only the actual expenses would be billed to the account)

Educational Outreach Costs: \$294 (rounded)

- Draft Letter to Residents
- Print, fold, label, and stuff envelopes
- Postage to send letters

If MHP owners are invoiced: \$556 (rounded and includes postage)

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = \$1.46 per space.

If MHP owners are not invoiced: \$201

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .53 cents per space (rounded).

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS \$~~10,550~~11,300.**

***Note** – *This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*

**Note – This number is comprised as follows: Arbitration= \$9,450; MHP Owners invoiced= \$556; Educational Outreach= \$294; Attorney Fees = \$1,000.

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH AMENDING EXHIBIT A TO RESOLUTION 2019-42 ADOPTING RENT STABILIZATION FEES FOR ARBITRATION AND ADMINISTRATIVE COSTS TO CITY OF UKIAH MOBILEHOME PARKS

WHEREAS:

1. Ukiah City Code ("UCC") Section 2715, provides that "all or any portion of the costs to administer this chapter [Division 2, Chapter 8 of the UCC ("Chapter 8")] may be collected by the imposition of an annual rent stabilization administration fee established by resolution of the City Council"; and
2. Costs to administer the program have been assessed and are shown in Exhibit A; and
3. With the elimination of redevelopment agencies by the State of California, all of the cost to administer Chapter 8 is borne by the City's General Fund; and
4. Under UCC Section 2708.C, the cost of arbitrations must be paid from the rent stabilization administration fee. Exhibit A states a reasonable estimate for the annual cost to administer Chapter 8, including potential arbitrations; and
5. There are 382 mobilehome park spaces subject to rent control in the City of Ukiah, with the final annual per space cost being determined each year based on occupied non-long-term leased spaces; and
6. Under UCC Section 2715, the owner who pays these fees may pass through to the tenant of the space 50 percent of the fees assessed for the space; and
7. Under UCC 2715, the resolution establishing the fee must specify the date by which the fee is due, but the fee may be paid by the park owners in quarterly installments; and
8. There are six City of Ukiah mobilehome parks that are subject to the Rent Stabilization Ordinance, including Circle Trailer Court (60 units), Manor Home Mobile Estates (137 units), Shady Grove Mobile Home Park (4 units subject to rent control), Modern Mobile Home Park (26 units), Harold's Square Mobile Home Park (59 units), and Rancho Del Ray Mobile Home Park (96 units).

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah approves an annual administration fee an amount equally divided between billable spaces subject to rent control to be paid by the City's six mobilehome parks.
2. The fee is due on July 30 of each year, but may be paid in quarterly installments on July 30, October 30, January 30, and April 30.
3. The City Council shall review the administration costs, including the cost of any arbitrations, on an annual basis, during budget preparation as part of the annual fee review

in May and June, and make any adjustments so that the fee does not exceed the cost to administer Chapter 8.

4. This resolution supersedes resolution 2019-42.

PASSED AND ADOPTED at a regular meeting of the City Council held on May 20, 2020, by the following roll call vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

EXHIBIT A

2020 COST ASSESSMENT FOR IMPLEMENTING RESOLUTION 2020/2021 RENT STABILIZATION FEES

Estimated Arbitration Costs:

TOTAL - \$9,450

The Northern California rates charged for arbitrations conduct by ADR Service, Inc., an alternate dispute resolution service that has rates in the middle between JAMS at the high end and lone arbitrators at the low end.

An arbitration through ADR includes a \$450 administrative fee, plus the hourly or daily rate charged by the arbitrator and the fees charged by ADR. ADR arbitrators are retired judges or attorneys. The hourly rates vary from \$450 at the low end to \$975 at the high end. The average hourly rate is \$712.50.

Assuming an arbitration hearing takes one 8-hour day and the arbitrator takes 4 hours to prepare a written decision, 12 hours @ \$712.50 = \$8,550+ \$900 (admin fee; assuming only two parties) for a total of \$9,450.

Estimated Administrative Costs:

TOTAL - \$1,850 (Using the higher rate of the two invoiced rates below and rounding)

MHP = Mobile Home Park

Estimated Attorney Fees for Various Matters Pertaining to Mobilehome Parks: \$1,000

(Note: only the actual expenses would be billed to the account)

Educational Outreach Costs: \$294 (rounded)

- Draft Letter to Residents
- Print, fold, label, and stuff envelopes
- Postage to send letters

If MHP owners are invoiced: \$556 (rounded and includes postage)

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send Letters to MHP owners requesting number of billable spaces
- Prep invoices
- Receive and process payments

Total divided by 382* spaces = \$1.46 per space.

If MHP owners are not invoiced: \$201

Includes:

- Review CPI and write annual letter to MHP owners regarding the CPI.
- Review MHP rent increase letters per Ordinance 1126, Section 2703(H)
- Staff Report to Council
- Send post-Council decision to waive fee letters to MHP owners

Total divided by 382* spaces = .53 cents per space (rounded).

TOTAL REASONABLE ESTIMATE FOR THE ANNUAL COST TO ADMINISTER CHAPTER 8, INCLUDING POTENTIAL ARBITRATIONS IS \$11,300.**

**Note – This is the number of spaces calculated in Ordinance 1126, however, the actual number of billable spaces is determined each year depending on the number of occupied spaces by non-long-term leases.*

***Note – This number is comprised as follows: Arbitration= \$9,450; MHP Owners invoiced= \$556; Educational Outreach= \$294; Attorney Fees = \$1,000.*



AGENDA SUMMARY REPORT

SUBJECT: Report of Contract in the amount of \$24,897.00 with Ferranti Construction for Temporary Shoring Repair of Glue Laminated Beams at the Grace Hudson Museum and Approval of the Corresponding Budget Amendment.

DEPARTMENT: Community Services

PREPARED BY: Seth Strader, Buyer I

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Request for Bid E37612 - Complete
2. Bid Tab - E37612

Summary: Council will receive report of contract award for the Temporary Shoring Repair of Glue Laminated Beams at the Grace Hudson Museum in the amount of \$12,897.00 and approve the corresponding budget amendment.

Background: In 2019, architectural services were contracted for the evaluation of the Glue Laminated Beams at the Grace Hudson Museum. Upon completion of the work, a written report was created detailing the extent and location of dry-rot and conceptual repair strategies. This information was used to create the Scope of Work for the eventual repair of the Beams.

Discussion: Staff requested quotes from local and out of area licensed contractors to complete the repair work. Please see Attachment 1 for a copy of the Bid Request. Bids were due January 30, 2020.

Three (3) quotes were received. The lowest, responsible bidder was Ferranti Construction in the amount of \$24,897.00. Please see attachment 2 for copy of the bid results.

\$12,000.00 was originally budgeted for the repair of the Glue Laminated Beams. This leaves an additional \$12,897.00 in the form of a budget amendment being requested. Due to the time-sensitive nature of the project, it was decided to begin work soon as possible, the closure of the Grace Hudson Museum due to Covid-19 concerns posed the perfect opportunity to begin work.

At this time, Staff is recommending that Council receive the report regarding contract award to Ferranti Construction for the temporary shoring repair of glue laminated beams and approve the corresponding budget amendment.

Recommended Action: Receive report regarding contract award to Ferranti Construction for the Temporary Shoring Repair of Glue Laminated Beams and approve corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 10022700.80220.18021: \$12,000.00

PROPOSED BUDGET AMOUNT: 10022700.80220.18021: \$24,897.00

FINANCING SOURCE: General fund reserves

PREVIOUS CONTRACT/PURCHASE ORDER NO.: Contract 1920-208

COORDINATED WITH: Tami Bartolomei - Community Services Administrator, David Burton - Museum Director, Mary Horger - Financial Services Manager

Approved: 
Sage Sangiacomo, City Manager

**REQ. NO. E37612**

Page 05 of 55



**REQUEST FOR BID
City of Ukiah**

SPECIFICATION E37612

**Temporary Shoring Repair of Glue Laminated Beams
at the Grace Hudson Museum**

January 9th, 2020

**Bid Due Date
1:30PM, Thursday, January 30th, 2020**

I. Introduction

City of Ukiah is seeking bids from qualified Contractors to provide all necessary materials, equipment and labor for the Glue Laminated Temporary Shoring Repair at the Grace Hudson Museum located at 431. S Main St, Ukiah Ca 95482.

II. Bid Procedure

PLEASE TAKE NOTICE: This Request for Bid (RFB) is issued as an open market purchase under Section 1522 of the Ukiah City Code. This is not a formal or informal bid under the provisions of state law governing RFB's for Public Projects. The procedures governing open market purchases are at the discretion of the Purchasing Officer and may vary from bid to bid, depending on the City's needs. The City Code encourages the Purchasing Officer to use modern communications, including the telephone, e-mail and the internet, to obtain the lowest possible price, consistent with the City's needs. The Purchasing Officer does use City bidder's lists when soliciting bids. You may contact the Purchasing Officer if you would like to be placed on the City's bidder's list.

III. Contact Person

The City has designated Seth Strader, Buyer, as the contact person for questions related to the work requested. Questions are to be submitted in writing, and can be done so by fax at (707) 467-5719, or by e-mail at sstrader@cityofukiah.com.

IV. Examination of the Site

The Contractor should familiarize himself with the local conditions of the project sites, and shall be responsible for having acquired full knowledge of the job and all problems affecting it. Failure to do so will in no way relieve him/her of the responsibility for performing any of the work or operations required as part of this contract.

V. Bid Submittal Instructions

Bids can be submitted in hardcopy or by email. **Bids are due on or before 1:30PM, January 30th, 2020 to:**

City of Ukiah Purchasing Department
Attn: Seth Strader
411 West Clay Street
Phone: (707) 467-5719
Email: sstrader@cityofukiah.com

It will be the sole responsibility of the bidders to have their bids delivered to the City before the closing hour and date. Late bids will not be considered and will be returned unopened to the sender. The City will not be responsible for any cost incurred by the Contractor in preparation of their bid response.

VI. Scope of Work

The contractor will provide all labor, materials and incidentals to perform the temporary shoring of two glue laminated beams at the Grace Hudson Museum. Please refer to the Engineer's drawings for detailed instructions regarding the Scope of Work for this project, included here as Attachment A. Additional inspections will be required as per Attachment B.

Contractor will be responsible, in accordance with Construction Safety Orders of the Division of Industrial Safety, State of California, to ensure the least possible obstruction to traffic and inconvenience to the general public, and adequate protection of persons and property in the vicinity of the work.

Any damage to City property in the course of the project completion will be the responsibility of the Contractor. Contractor will restore all damaged property to its original condition at his/her own expense.

The City of Ukiah will perform an inspection of the job after completion. If the City finds that the work performed is unsatisfactory, the contractor will be expected to return to complete the job properly at no additional cost to the City.

VII. Measurement and Payment

The bid price for this work shall be by invoice and consist of all labor, materials, equipment, applicable fees, including tax (8.875%) and freight necessary to perform the work as described in this bid specification.

VIII. Terms

The City asks that vendors specify their desired payment preferences in their bid response. The actual payment terms of the contract will be open for negotiation during the contract phase. If no special payments are requested prior to issuing the work, the City will assume net 30 terms.

The City reserves the right to award to the lowest, responsible bidder. The City also reserves the right to waive any irregularities and technicalities and request rebids should it be deemed in its best interests to do so. The price, terms, delivery point, and delivery date may individually or collectively be the basis of the awarding of the bid. In addition, the City reserves the right to make the selection of specific parts of a bid, or multiple proposals that will best meet the needs of the City as defined in this RFB. In addition, the City reserves the right to reject any or all bids. The awarded contractor will enter a "Short Form Construction Contract", Attachment C.

IX. Addenda

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

X. Work Scheduling

Work scheduling will need to be coordinated with the Museum Director.

XI. Bidder Qualifications

The City will satisfy itself that the potential contractors are reputable firms with a proven track record and a proven product. Contractors are asked to provide the information requested under Work Performance History Capability. References are to be those who you have performed similar scope of work as asked for in this RFB. References are to include the contact name and phone number. A minimum of three references are requested.

XII. Insurance Requirements

Bidder's attention is directed to the insurance requirements – see Attachment D. Contractors shall furnish to the City, *upon award of contract*, certificates of insurance covering full liability under Worker's Compensation laws of the State of California, Comprehensive General Liability and Business Auto Insurance with policy limits of not less than \$1,000,000 naming the City as an additional insured party.

It is highly recommended that contractors confer with their respective insurance carriers or brokers to determine in advance of bid submission the availability of insurance certificates and endorsements as prescribed and provided herein. If an apparent awarded contractor fails to comply with the insurance requirements, that contractor may be disqualified from award of the contract. If you have questions regarding the City's requirements, please contact the City's Risk Manager at 707-463-6287.

XIII. License and Additional Requirements

1) Compliance with Laws and Regulations: All materials, parts and equipment furnished pursuant to these specifications shall be in compliance with the laws and regulations of the State of California and OSHA. The contractor shall, if requested by the City, supply certification and evidence of such compliance.

2) Legal Requirements and Permits: The contractor agrees to fully comply with all local, City, State and Federal laws, regulations and ordinances governing performance of contractual services required, and it will be the responsibility of the contractor to obtain any and all necessary licenses, permits or clearances, including the actual cost of licenses.

3) License Requirements: Bidder/Contractor must possess a current **State of California contractor's license** and a **City of Ukiah business license**. (For information business license, please contact Liz Frausto, City of Ukiah Finance Department at 707-463-6215.)

- a) The Contractor shall possess a valid State of California Class B license. Bidder shall provide proof of possession of the proper licenses and certificates of registration necessary to perform the work. Employees actually performing the tasks shall provide proof of proper certificates of registration for same.
- b) The bidder shall keep in force a City of Ukiah business license for the extent of the project.
- c) Where subcontractors/jobbers are used, bidder shall provide the City with proof of proper licenses, certificates and proof of insurance for work performed.

4) Notice to Bidders – Contractor Registration and Prevailing Wages – *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)]. 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. The prime contractor shall be responsible for posting job site notices as prescribed by regulation. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.*

Public Works Small Project Exemption: Small project exemption means that contractors who work exclusively on small projects are not required to register as public works contractors or file electronic certified payroll reports for those projects. However, prevailing wages must still be paid on projects with small project exemption. Contractors are still required to maintain certified payroll records on a continuous basis, and provide those records to the Labor Commissioner's Office upon request. Small project exemption is applied based on the amount of the entire project, not a contractors subcontracted amount of the project. Small project exemption applies for all public works projects that do not exceed: \$25,000 for new construction, alteration, installation, demolition or repair; and \$15,000 for maintenance.

Each laborer or mechanic of Contractor or any subcontractor engaged in work on the project under this contract shall be paid, pursuant to provisions of Section 1770, including amendments thereof, of the Labor Code of the State of California, the Director of the Department of Industrial Relations, State of California, has ascertained the general prevailing rate of wages for straight time, overtime Saturdays, Sundays and Holidays including employer payment for health and welfare, vacation, pension and similar purposes, copies of the General Prevailing Wage Determination (applicable to the work), for the locality in which the work is to be done can be reviewed at Website: www.dir.ca.gov/dlsr/pwd/northern.html .

The Labor Commissioner through the Division of Labor Standards Enforcement (DLSE) may at any time require contractor and subcontractors to furnish electronic certified payroll records directly to DLSE. For projects that do not meet the “Public Works Small Project Exemption”, contractors and subcontractors must furnish electronic certified payroll records directly to the DLSE.

INDEMNIFY AND HOLD HARMLESS AGREEMENT

Contractor agrees to accept all responsibility for loss or damage to any person or entity, and to defend, indemnify, hold harmless and release the City, its officers, agents and employees, from and against any and all actions, claims, damages, disabilities, or costs of litigation that may be asserted by any person or entity, arising out of or in connection with the negligent or willful misconduct in the performance by contractor hereunder, whether or not there is concurrent, passive or active negligence on the part of the City, but excluding liability due to the sole active negligence or willful misconduct of the City. This indemnification obligation is not limited in any way by any limitation on the amount or type of damages or compensation payable to or for Contractor or its agents under Workmen's Compensation acts, disability benefits acts or other employee's benefits acts.

Contractor shall be liable to the City for any loss or damage to City property arising from or in connection with Contractor performance hereunder. The undersigned acknowledges that this document, together with the resulting purchase order issued by the City, the executed Short Form Construction Contract, the insurance requirements for contractors, and the Contractor Statement Regarding insurance coverage comprise a written agreement between the Contractor and the City binding on both parties.

The undersigned declares they are familiar with the items specified and have carefully read the RFB specification/requirements, checked all of the figures stated on the specifications and accepts full responsibility for any error or omission in the preparation of this bid.

This bid is submitted by, (check one)

____ Individual Owner ____ Partnership ____ Corporation ____ Other

Legal Name of Bidder _____

Address of Bidder _____

Tax ID# _____

Phone Number _____ Fax Number _____

California State Contractor's License #: _____ Expiration Date: _____

DIR Public Works Contractor Registration #: _____

By: _____ Date _____

Signature

Print or Type Name: _____

Title

WORK PERFORMANCE DATAHISTORY AND CAPABILITY: Provide the name, locations and a narrative statement on the work performed.WORK PERFORMED

1. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
2. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
3. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
4. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____
5. COMPANY NAME: _____	_____
CONTACT: _____	_____
ADDRESS: _____	_____
PHONE: _____	_____

SUBCONTRACTORS: *The bidder must submit a list of subcontractors whom he proposes to employ on the work with proper firm name and business address of each.*

1)Subcontractor's Name	Work to be performed
Address	
City/State/Zip	
Phone Number	Fax Number
California State Contractor License #	DIR Public Works Contractor Registration #
2)Subcontractor's Name	Work to be performed
Address	
City/State/Zip	
Phone Number	Fax Number
California State Contractor License #	DIR Public Works Contractor Registration #
3)Subcontractor's Name	Work to be performed
Address	
City/State/Zip	
Phone Number	Fax Number
California State Contractor License #	DIR Public Works Contractor Registration #

BIDDER/CONTRACTOR STATEMENT
REGARDING INSURANCE COVERAGE
(Submit with Bid)

PROPOSER/CONTRACTOR HEREBY CERTIFIES that he/she has reviewed and understands the insurance coverage requirements specified in the Request for Bid for:

E36712 Temporary Shoring Repair of Glue Laminated Beams

Should we/I be awarded the contract, we/I certify that we/I can meet the specified requirements for insurance, including insurance coverage of the subcontractors, and agree to name the **City of Ukiah as Additional Insured** for the work specified. And we/I will comply with the provisions of Section 3700 of the Labor Code, which require every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, before commencing the performance of the work specified.

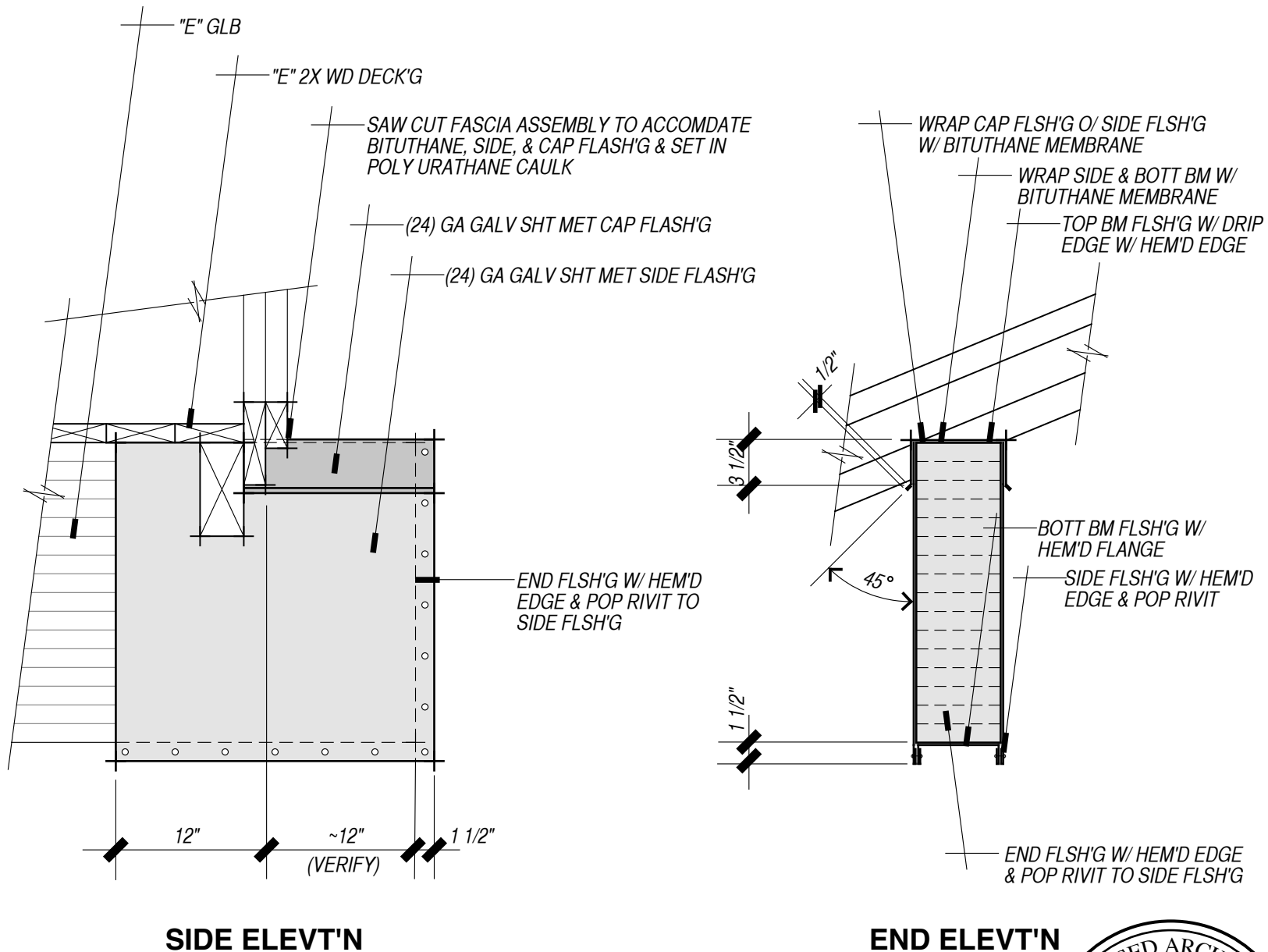
Please Print (Person, Firm, or Corporation)

Signature of Authorized Representative

Please Print (Name & Title of Authorized Representative)

Date

Phone Number



SIDE ELEV'T'N

END ELEV'T'N

1

GLB FLASH'G DETAIL

SCALE: 1"=1'-0"



ARCHITECTURAL TEAM

THOMAS HISE ARCHITECTS / BUILDER
580 Vichy Hills Drive Ukiah, CA 95482
Lic#: C14042 & B369767
Phone: 707 / 744-1921
e-mail: hiseaia@pacfic.net

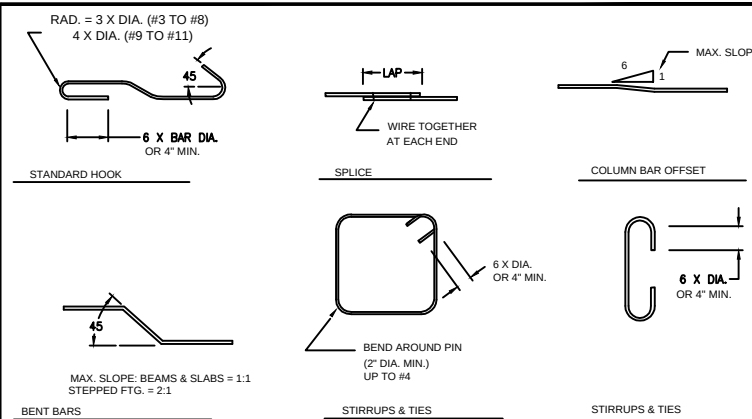
CLIENT & PROJECT

CITY OF UKIAH / GRACE HUDSON MUSEUM
Beam Temporary Repair Detail
431 South Main Street
Ukiah, CA 95482

DATE
11 / 22 / 2019

① NAILING SCHEDULE

CONNECTION	NAILING
1. JOIST TO SILL OR GIRDER, TOENAIL	3-8d
2. BRIDGING TO JOIST, TOENAIL EACH END	2-8d
3. 1"x6" SUB FLOOR OR LESS TO EACH JOIST, FACE NAIL	2-8d
4. WIDER THAN 1"x6" SUB FLOOR TO EACH JOIST, FACE NAIL	3-8d
5. 2" SUB FLOOR TO JOIST OR GIRDER, BLIND AND FACE NAIL	2-16d
6. SOLE PLATE TO JOIST OR BLOCKING, TYPICAL, FACE NAIL	16d AT 16" o.c.
SOLE PLATE TO JOIST OR BLOCKING, AT BRACED WALL PANELS	3-16d PER 16"
7. TOP PLATE TO STUD, END NAIL	2-16d
8. STUD TO SOLE PLATE	4-8d, TOE NAIL OR 2-16d, END NAIL
9. DOUBLE STUDS, FACE NAIL	16d AT 24" o.c.
10. DOUBLED TOP PLATES, TYPICAL, FACE NAIL	16d AT 16" o.c.
DOUBLED TOP PLATES, LAP SPLICE	8-16d
11. BLOCKING BETWEEN JOISTS OR RAFTERS TO TOP PLATES, TOENAIL	3-8d
12. RIM JOIST TO TOP PLATE, TOENAIL	8d AT 6" o.c.
13. TOP PLATES, LAPS AND INTERSECTIONS, FACE NAIL	2-16d
14. CONTINUOUS HEADER, TWO PIECES	16d AT 16" o.c. ALONG EACH EDGE
15. CEILING JOISTS TO PLATE, TOENAIL	3-8d
16. CONTINUOUS HEADER TO STUD, TOENAIL	4-8d
17. CEILING JOISTS, LAPS OVER PARTITIONS, FACE NAIL	3-16d
18. CEILING JOIST TO PARALLEL RAFTERS, FACE NAIL	3-16d
19. RAFTER TO PLATE, TOENAIL	3-8d
20. 1" BRACE TO EACH STUD AND PLATE, FACE NAIL	2-8d
21. 1"x8" SHEATHING OR LESS TO EACH BEARING, FACE NAIL	2-8d
22. WIDER THAN 1"x8" SHEATHING TO EACH BEARING, FACE NAIL	3-8d
23. BUILT-UP CORNER STUDS	16d AT 24" o.c.
24. BUILT-UP GIRDERS AND BEAMS	20d AT 32" o.c. AT TOP & BOT. AND STAGGERED 2-20d AT ENDS AND AT EACH SPLICE
25. 2" PLANKS	2-16d AT EACH BEARING



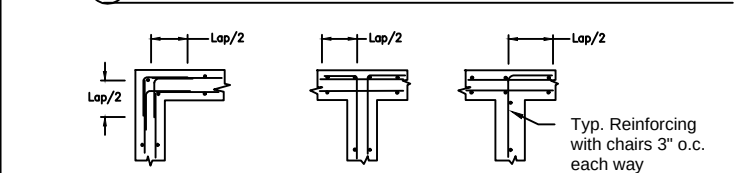
⑤ REINFORCING - SPLICE & BEND DATA

MINIMUM BAR LAPS FOR CONC. REINF. STEEL (CONC. STRENGTH 2000 psi OR LESS)			
#3	18"	#4	24"
#5	30"	#6	48"
#7	69"	#8	78"
#9	88"	#10	98"
#11	108"	GRADE 40	GRADE 60

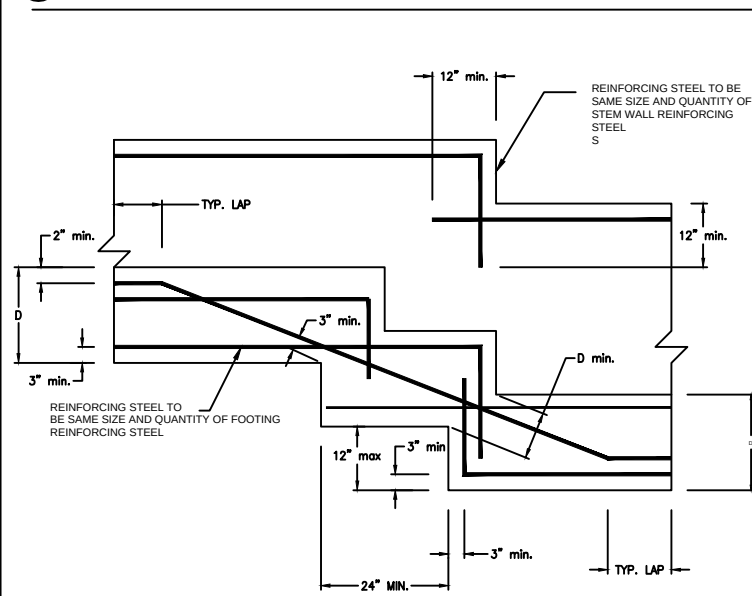
NOTE: MINIMUM BAR SPACING 2" CLEAR OR 1-1/2" BAR DIAMETER. ALL REINF. BARS SHALL EXTEND AS FAR AS POSSIBLE AND END IN STANDARD HOOK OR BEND U.O.N.

MINIMUM CONCRETE COVER OVER REINFORCEMENT	
CAST AGAINST EARTH	3"
EXPOSED TO WEATHER < #6 1-1/2"	
EXPOSED TO WEATHER > #6 2"	
SLABS & WALLS < #11 3/4"	

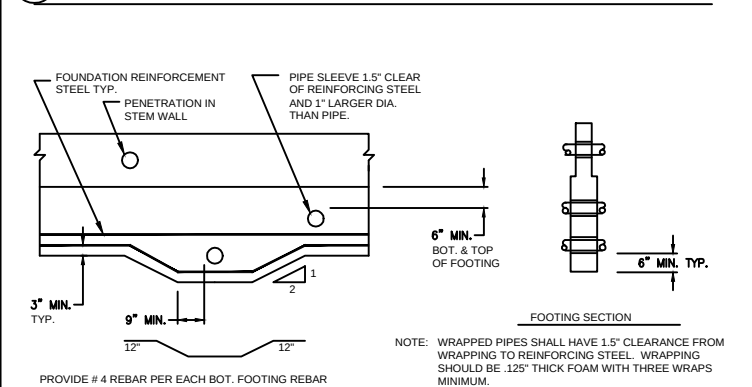
⑥ REINFORCING LAP AND SPACING DATA



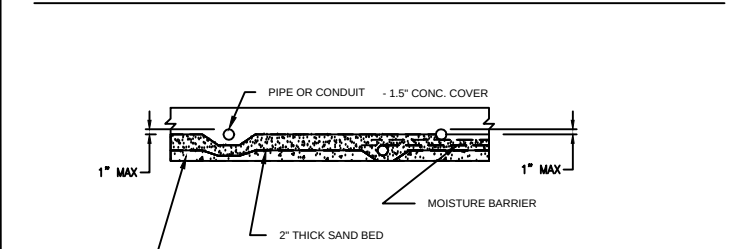
⑦ PLAN VIEW - CONCRETE WALLS & FOOTINGS



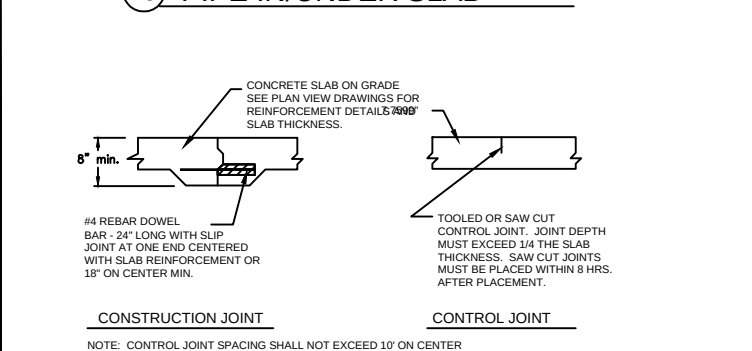
⑧ STEPPED FOOTING DETAIL



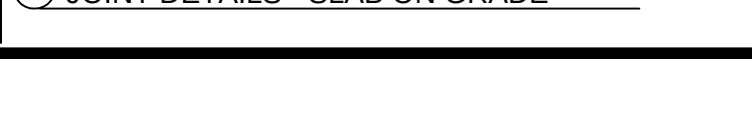
⑨ PIPE PENETRATION AT FOUNDATION



⑩ PIPE IN/UNDER SLAB



⑪ JOINT DETAILS - SLAB ON GRADE



NOTE: SEE PROJECT SPECIFICATIONS FOR ADDITIONAL NOTES & DETAILS.

STRUCTURAL & GENERAL NOTES

GENERAL NOTES:
1. ALL CONSTRUCTION SHALL CONFORM TO THE REQUIREMENTS OF THE 2016 CALIFORNIA BUILDING CODE (CBC) AND THE APPROVED CONSTRUCTION DRAWINGS BY THE CITY OF UKIAH BUILDING DEPARTMENT.

2. THE DESIGN ENGINEER OF RECORD IS NOT RESPONSIBLE FOR THE LOCATION OF PROPERTY LINES AND/OR EASEMENTS, SOIL CONDITIONS, MECHANICAL AND ELECTRICAL WORK, OR THE PRESENCE OF UTILITIES WHICH HAVE NOT BEEN IDENTIFIED AND REPORTED BY THE PROPERTY OWNER IN WRITING.

3. DRAWINGS SHALL NOT BE SCALED. ALL WRITTEN DIMENSIONS SHALL GOVERN CONSTRUCTION. THE CONTRACTOR SHALL VERIFY DIMENSIONS PRIOR TO CONSTRUCTION AND ANY DISCREPANCIES SHALL BE BROUGHT TO THE ATTENTION OF THE DESIGN ENGINEER FOR CLARIFICATION. ALL DIMENSIONS RELATED TO EXISTING CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR AND SHALL BE SUBMITTED TO THE DESIGN ENGINEER FOR REVIEW PRIOR TO CONSTRUCTION.

4. THE DESIGN ENGINEER IS NOT RESPONSIBLE FOR FIELD REVIEW OF CONSTRUCTION UNLESS RETAINED TO PERFORM THOSE SERVICES BY THE PROPERTY OWNER.

5. ANY WORK WHICH IS NOT SPECIFICALLY NOTED OR DETAILED SHALL BE CONSIDERED OF THE SAME CONSTRUCTION AS WITH OTHER SIMILAR WORK SHOWN ON THE DRAWINGS AND TYPICAL DETAILS. SPECIFICATIONS NOTED IN THESE DRAWINGS ARE PART OF THE CONSTRUCTIONS DRAWINGS AND DESIGN CRITERIA.

6. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS BEFORE STARTING WORK, AND SHALL NOTIFY THE DESIGN ENGINEER OF DISCREPANCIES FOR CLARIFICATION PRIOR TO PROCEEDING WITH THE WORK.

7. THE CONTRACTOR SHALL PROVIDE ALL LABOR, EQUIPMENT, MATERIALS AND SERVICES TO PERFORM THE CONSTRUCTION WORK AS SHOWN ON THE DRAWINGS AND AS NOTED IN THE SPECIFICATIONS. NO WORK SHALL BE PERFORMED WITHOUT A CONSTRUCTION PERMIT FROM THE BUILDING DEPARTMENT.

8. TEMPORARY SHORING AND BRACING REQUIRED TO SUPPORT MEMBERS OR PORTIONS OF THE STRUCTURE DURING CONSTRUCTION IS THE RESPONSIBILITY OF THE CONTRACTOR.

9. FOUNDATIONS SHALL NOT BE PLACED IN STRUCTURAL ELEMENTS UNLESS SPECIFICALLY INDICATED IN THE DRAWINGS OR APPROVED BY THE DESIGN ENGINEER.

10. MINIMAL ALLOWABLE SOIL BEARING CAPACITY IS 2000 PSF IN ACCORDANCE TO CHAPTER 18-1806.2 OF THE 2016 CBC FOR BROWN SILTY SANDY CLAY SAND CONDITIONS AS CONFIRMED IN TEST PITS ADJACENT TO THE EXISTING FOUNDATIONS.

11. FOOTING EXCAVATIONS SHALL BE KEPT FREE FROM LOOSE MATERIAL AND STANDING WATER PRIOR TO PLACEMENT OF CONCRETE. ALL FOOTING EXCAVATIONS SHALL BE DUG AS NEAR AND CLOSE TO FOOTING DIMENSIONS AS POSSIBLE. OVER EXCAVATIONS SHALL BE FILLED WITH CONCRETE UNLESS OTHERWISE NOTED.

12. ALL EXCAVATIONS AND FOOTING TRENCHES SHALL BE REVIEWED BY THE DESIGN ENGINEER OF RECORD PRIOR TO PLACEMENT OF REINFORCING STEEL, EMBEDS AND STRUCTURAL CONCRETE.

13. ALL LOOSE FILLS ARE TO BE COMPACTED TO A RELATIVE MAXIMUM MOISTURE DENSITY OF 90% AS DETERMINED BY ASTM D-1557 OR AS SPECIFIED BY THE DESIGN ENGINEER OF RECORD. COMPACTION OF FILL MATERIALS SHALL BE APPROVED BY THE DESIGN ENGINEER OF RECORD PRIOR TO CONSTRUCTION OF THE STRUCTURE.

14. ALL EXTERIOR FOUNDATIONS SHALL EXTEND 24" INTO UNDISTURBED SOIL. ALL INTERIOR FOOTINGS SHALL EXTEND 24" INTO UNDISTURBED SOIL IN ACCORDANCE TO THE DESIGN DRAWINGS.

CONCRETE:

1. NORMAL WEIGHT CONCRETE (150 pcf MAX)
CONCRETE COMPRESSIVE STRENGTH AT 28 DAYS OF AGE SHALL BE 3000 PSI FOR SPREAD FOOTINGS & FOUNDATION PIERS

1" x No.4 COARSE AGGREGATE

* FOUNDATION CONCRETE MIX DESIGNS SHALL HAVE A MINIMUM OF 20% FLY ASH IN THE TOTAL AMOUNT OF CEMENTITIOUS MATERIAL.

* CONCRETE IS BASED OFF A 2500 PSI DESIGN

2. CEMENT SHALL CONFORM TO ASTM C-150, TYPE II. AGGREGATES SHALL CONFORM TO ASTM C-33 FOR NORMAL WEIGHT CONCRETE AND ASTM C-330 FOR LIGHTWEIGHT CONCRETE. MINIMUM COARSE AGGREGATE SIZE SHALL BE 3/4" UNLESS OTHERWISE SPECIFIED.

3. CONCRETE MIXES SHALL BE DESIGNED BY A QUALIFIED TESTING LABORATORY AND REVIEWED BY A LICENSED ENGINEER. CONCRETE MIX DESIGNS SHALL BE STAMPED BY A CIVIL ENGINEER LICENSED IN THE STATE OF CALIFORNIA.

4. ADMIXTURES MAY NOT BE USED IN THE CONCRETE MIX DESIGN WITHOUT PRIOR APPROVAL OF THE DESIGN ENGINEER OF RECORD.

5. READY MIX CONCRETE SHALL BE MIXED AND DELIVERED IN ACCORDANCE WITH ASTM C-94. SLUMP OF CONCRETE SHALL NOT EXCEED 3" FOR SLABS AND EXTERIOR FLATWORK OR 4" FOR ALL OTHER CONCRETE WORK UNLESS OTHERWISE SPECIFIED OR ALTERED BY ADMIXTURES APPROVED BY THE DESIGN ENGINEER.

6. REFER TO ARCHITECTURAL, MECHANICAL, PLUMBING AND ELECTRICAL DRAWINGS FOR SLEEVE INSERTS, MOLDS, GROOVES, ORNAMENTAL CLIPS, ETC.

7. NO CONDUITS OR PIPES PLACED IN SLABS SHALL HAVE AN OUTSIDE DIAMETER GREATER THAN 1/3 THE SLAB THICKNESS. NO CONDUITS OR PIPES SHALL BE PLACED IN SLABS THAT IS MORE THAN 1/3 THE MINIMUM CLEAR DISTANCE BETWEEN CONDUITS AND PIPES PLACED IN CONCRETE SHALL BE 6", EXCEPT FOR LOCAL OFFSETS.

8. ALL FORM WORK MUST BE CLEANED, INSPECTED AND APPROVED PRIOR TO PLACING REINFORCING STEEL AND CONCRETE. ALL REINFORCING STEEL AND INSERTS ARE TO BE INSTALLED AND SECURED PRIOR TO THE PLACEMENT OF CONCRETE.

9. CONTRACTOR SHALL SUBMIT CONTROL JOINT AND CONSTRUCTION JOINT LAYOUT FOR ALL CONCRETE WORK PRIOR TO CONSTRUCTION FOR APPROVAL BY THE DESIGN ENGINEER OF RECORD. CONTROL JOINTS IN CONCRETE SLABS AND FLATWORK SHALL NOT BE SPACED IN EXCESS OF 10' ON CENTER.

10. ALL CONCRETE SHALL BE REINFORCED, UNLESS OTHERWISE NOTED. REINFORCING STEEL IS TO BE DEFORMED BARS CONFORMING TO ASTM A-615 GRADE 60 FOR #4 BARS AND LARGER AND GRADE 40 FOR #3 BARS OR SMALLER. WELDED WIRE FABRIC SHALL CONFORM WITH ASTM A-185 AND SHALL BE WELDED A MINIMUM OF 24".

11. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

12. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

13. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

14. ALL LOOSE FILLS ARE TO BE COMPACTED TO A RELATIVE MAXIMUM MOISTURE DENSITY OF 90% AS DETERMINED BY ASTM D-1557 OR AS SPECIFIED BY THE DESIGN ENGINEER OF RECORD. COMPACTION OF FILL MATERIALS SHALL BE APPROVED BY THE DESIGN ENGINEER OF RECORD PRIOR TO CONSTRUCTION OF THE STRUCTURE.

15. ALL EXTERIOR FOUNDATIONS SHALL EXTEND 24" INTO UNDISTURBED SOIL. ALL INTERIOR FOOTINGS SHALL EXTEND 24" INTO UNDISTURBED SOIL IN ACCORDANCE TO THE DESIGN DRAWINGS.

16. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

17. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

18. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

19. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

20. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

21. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

22. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

23. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

24. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

25. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

26. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

27. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

28. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

29. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

30. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

31. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

32. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

33. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

34. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

35. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

36. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

37. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

38. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

39. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

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42. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

43. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

44. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

45. CURING COMPOUNDS SHOULD NOT BE USED ON CONCRETE FLOOR SLABS WHICH ARE TO BE COVERED WITH BONDED FLOORING MATERIAL UNLESS APPROVED BY THE ARCHITECT AND FLOORING MANUFACTURERS.

46. REINFORCING STEEL SHALL BE CLEAN AND FREE FROM RUST AND FOREIGN DEBRIS.

47. SLABS, BEAMS, WALLS AND OTHER CONCRETE MEMBERS EXPOSED TO WEATHER SHALL BE KEPT CONTINUOUSLY WET FOR 48 HOURS AFTER PLACEMENT AND DAMP FOR 7 DAYS AFTER PLACEMENT BY APPROVED CURING METHODS. SLABS MAY HAVE CURING COMPOUNDS APPLIED IMMEDIATELY AFTER FINISHING WHEN APPROVED BY THE DESIGN ENGINEER.

WOOD CONSTRUCTION:

1. ALL FRAMING LUMBER SHALL BE DOUGLAS FIR/LARCH (NORTH) AND SHALL BE OF THE FOLLOWING MINIMUM GRADE (U.O.N.):

STUDS AND LIGHT FRAMING-----CONSTRUCTION GRADE OR BETTER
JOISTS AND RAFTERS-----NO. 1 OR BETTER
4 X BEAMHEADERS-----NO. 1 OR BETTER
POSTS AND 6 X BEAMS/ HEADERS-----NO. 2 OR BETTER
2 X 4 STUDS OVER 10' HIGH-----NO. 1 OR BETTER

2. OTHER GRADES SPECIFIED IN THE DRAWINGS SHALL GOVERN.

3. ALL PLYWOOD SHALL BE DOUGLAS FIR CONFORMING TO PS-183 WITH EXTERIOR GLUE. WHERE PLYWOOD IS EXPOSED TO WEATHER, EXTERIOR GRADE SHALL BE APA RATED ACCORDINGLY.

4. SILL PLATES ON CONCRETE SHALL BE PRESSURE TREATED DOUGLAS FIR. SILL PLATES SHALL BE THE SAME SIZE AS STUDS WITH 5/8" DIA. ANCHOR BOLTS PLACED 48" ON CENTER OR A MINIMUM OF TWO ANCHOR BOLTS PER SILL PLATE. SILL PLATE ANCHOR BOLTS SHALL BE EMBEDDED INTO THE FOUNDATION CONCRETE A MINIMUM OF 6".

5. THE TOP PLAT SHALL BE DOUBLED AND THE SIZE AS THE STUDS. LAPS IN THE TOP PLATE SHALL BE A MINIMUM OF 4' WITH AT LEAST TEN 16D NAILS SPACED 6" ON CENTER AT THE LAP JOINT.

6. PLACE 2 X SOLID BLOCKING BETWEEN ALL JOISTS AND RAFTER SUPPORTS AND UNDER ALL PARTITIONS.

7. PLACE 2 X BLOCKING BETWEEN FLOOR JOISTS (OVER 10' DEEP) AT 8' MAXIMUM INTERVALS AND AT ROOF JOISTS AND ROOF RAFTERS (OVER 10' IN DEPTH) AT THE MID SPAN POINT.

8. USE DOUBLE JOIST UNDER ALL PARALLEL PARTITIONS.

9. BOLTS SHALL HAVE A MINIMUM END CLEARANCE OF 7 x DIA. AND A MINIMUM SIDE CLEARANCE OF 4 x DIA. ALL BOLTS USED TO CONNECT WOOD MEMBERS SHALL CONFORM TO ASTM A-307 (GRADE A). ALL BOLTS SHALL BE FITTED WITH WASHERS. HOLES IN WOOD MEMBERS SHALL BE BORED WITH A BIT 1/16" LARGER THAN THE SPECIFIED BOLT DIAMETER (MAX.). NUTS SHALL BE TIGHTENED AND RE-TIGHTENED PRIOR TO CLOSING IN THE STRUCTURAL MEMBERS WITH WALL, FLOOR OR CEILING FINISHES.

10. ALL WOOD POST SHALL BE CONNECTED TO THE TOP PLATES & THE SOLE PLATE WITH SIMPSON A35 CLIPS ON TWO SIDES OF THE POST.

11. STEEL FRAMING CONNECTORS SHALL BE MANUFACTURED BY SIMPSON STRONG TIE COMPANY. NAILING SHALL BE IN ACCORDANCE WITH THE MANUFACTURER'S SPECIFICATIONS WITH THE NAILS PROVIDED FOR THE SPECIFIC FRAMING HARDWARE.

12. NAILS ARE TO BE COMMON WIRE UNLESS SPECIFIED OTHERWISE IN THE DRAWINGS.

13. REPLACE SPLT MEMBERS AND PRE-DRILL NAIL HOLES WHERE NAILING CAUSES WOOD TO SPLIT.

14. STRUCTURAL MEMBERS SHALL NOT BE NOTCHED, CUT OR ALTERED FOR PIPES, DUCTS OR OTHER MECHANICAL EQUIPMENT UNLESS APPROVED BY THE DESIGN ENGINEER OF RECORD.

15. SPECIAL INSPECTION SERVICES - MATERIALS TESTING

1. REINFORCING STEEL
INSPECTION OF REINFORCING STEEL PRIOR TO CLOSING FORMS AND PRIOR TO PLACEMENT OF CONCRETE REQUIRING SPECIAL INSPECTION.

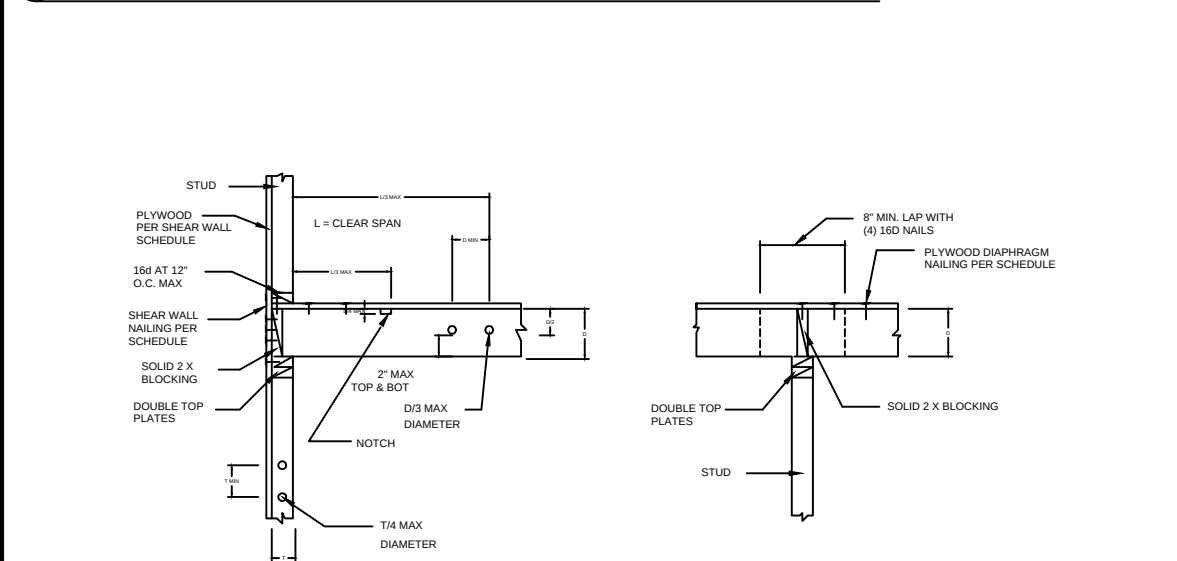
2. CONCRETE - PERIGRADE BEAM FND & CONC. GREATER THAN 2500 PSI
DURING THE PLACEMENT OF CONCRETE IN FOUNDATION PIERS, GRADE BEAMS CONC. FRAMES, WALLS & FND CONC. GREATER THAN 2500 PSI, PERFORM SLUMP TESTS AND CAST A SET OF 4 CONCRETE CYLINDERS FOR EVERY 100 CUBIC YARDS OR FRACTION THEREOF PLACED PER DAY PER MIX DESIGN. BREAK ONE CYLINDER AT 7 DAYS OF AGE, 2 TEST CYLINDERS AT 28 DAYS OF AGE AND MAINTAIN 1 HOLD CYLINDER PER ASTM C-39 TEST PROCEDURES.

NOTE: FOUNDATION DESIGN FOR THE CONCRETE SPREAD FOOTING AND SLAB ON GRADE IS BASED OFF 2500 PSI DESIGN AND DOES NOT REQUIRE SPECIAL INSPECTION DURING PLACEMENT OF CONCRETE.

3. EPOXYED ANCHOR BOLTS & DOVEL BARS
DURING INSTALLATION OF ALL EPOXY ANCHOR BOLTS & REBAR DOVEL BARS, SPECIAL INSPECTOR SHALL VERIFY DEPTH & DIAMETER OF DRILLED HOLES, VERIFY HOLES HAVE BEEN BRUSHED & CLEANED AND ALL FORM DEBRIS, VERIFY APPROVED EPOXY AND ICC CERTIFICATION NUMBERS IN ACCORDANCE TO THE ENGINEER'S RECOMMENDATIONS.

4. INDEPENDENT SPECIAL INSPECTOR AND TESTING AGENCY
THE SPECIAL INSPECTOR SHALL OBSERVE THE WORK ASSIGNED FOR CONFORMANCE WITH THE APPROVED DESIGN DRAWINGS & SPECIFICATIONS. THE SPECIAL INSPECTOR SHALL BE A QUALIFIED PERSON WHO SHALL DEMONSTRATE COMPETENCE TO THE SATISFACTION OF THE LOCAL BUILDING OFFICIALS AND DESIGN ENGINEER FOR INSPECTION OF THE PARTICULAR TYPE OF CONSTRUCTION OR OPERATION REQUIRING SPECIAL INSPECTION. THE TESTING LABORATORY SHALL BE APPROVED BY THE LOCAL BUILDING OFFICIALS AND DESIGN ENGINEER.

② MISCELLANEOUS FRAMING DETAILS / ELEVATION

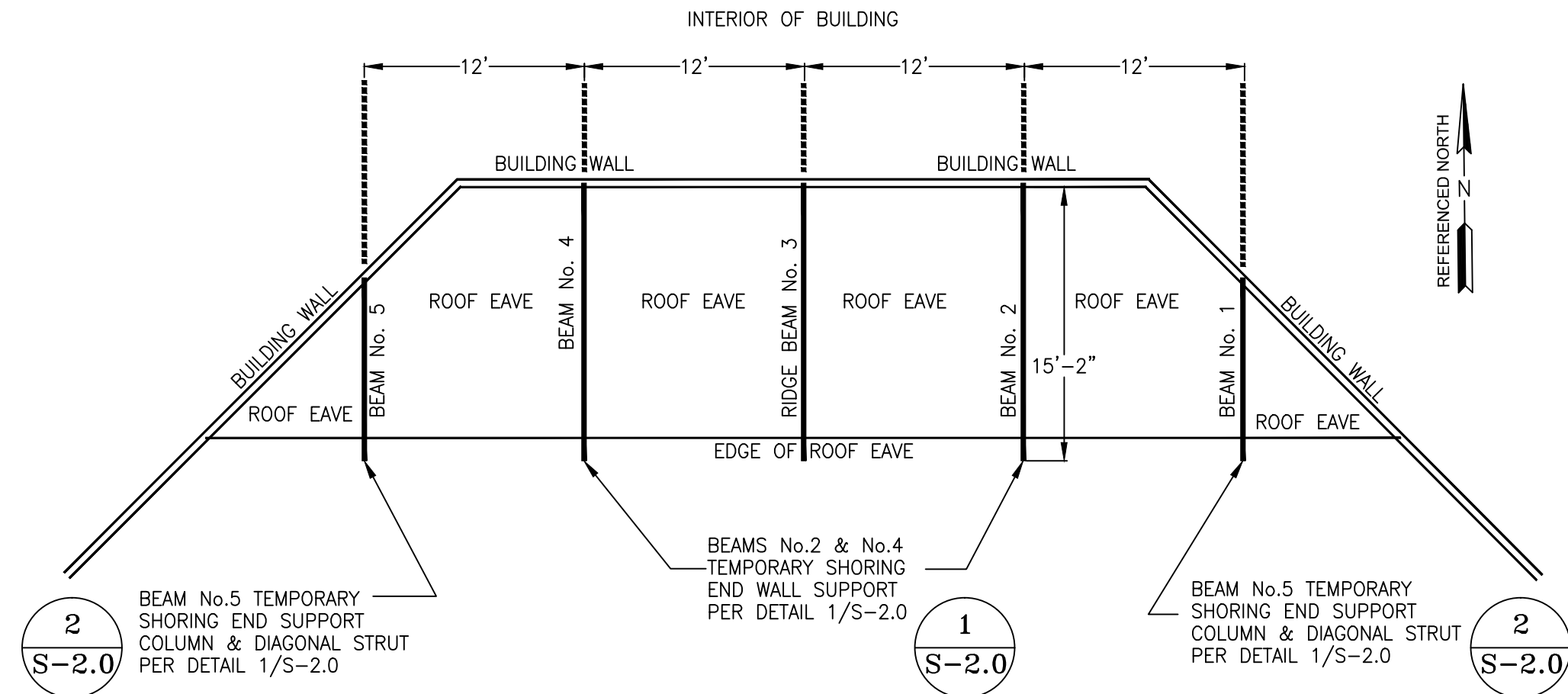


③ JOIST FRAMING / BEARING WALL SECTION

BOLT DIA.	PLATE WASHER	MALLEABLE IRON WASHER	STANDARD CUT
1/2	3/16" X 2" X 2"	1/4" X 2-1/2" DIA.	7/64" X 1-3/8" DIA.
5/8	1/4" X 2-1/2" X 2-1/2"	5/16" X 2-3/4" DIA.	1/8" X 1-3/4" DIA.
3/4	5/16" X 2-3/4" X 2-3/4"	7/16" X 3" DIA.	5/32" X 2" DIA.
7/8	5/16" X 3" X 3"	7/16" X 3-1/2" DIA.	11/64" X 2-1/4" DIA.
1	3/8" X 3-1/2" X 3-1/2"	1/2" X 4" DIA.	11/64" X 2-1/2" DIA.
1-1/8	1/2" X 3-1/2" X 3-1/2"	1/2" X 4-1/2" DIA.	11/64" X 2-3/4" DIA.

④ WASHER SCHEDULE

BOLT DIA.	PLATE WASHER	MALLEABLE IRON WASHER	STANDARD CUT
1/2	3/16" X 2" X 2"	1/4" X 2-1/2" DIA.	7/64" X 1-3/8" DIA.
5/8	1/4" X 2-1/2" X 2-1/2"	5/16" X 2-3/4" DIA.	1/8" X 1-3/4" DIA.
3/4	5/16" X 2-3/4" X 2-3/4"	7/16" X 3" DIA.	5/32" X 2" DIA.
7/8	5/16" X 3" X 3"	7/16" X 3-1/2" DIA.	11/64" X 2-1/4" DIA.
1	3/8" X 3-1/2" X 3-1/2"	1/2" X 4" DIA.	11/64" X 2-1/2" DIA.
1-1/8	1/2" X 3-1/2" X 3-1/2"	1/2" X 4-1/2" DIA.	11/64" X 2-3/4" DIA.



GRACE HUDSON MUSEUM WOOD DECAY SURVEY & DOCUMENTATION FRONT ENTRY CANOPY/EAVE - GLUED LAMINATED BEAM LOCATIONS & TEMPORARY SHORING DETAILS FOR BEAM No.1, No.2, No.4 & No.5 PARTIAL PLAN VIEW

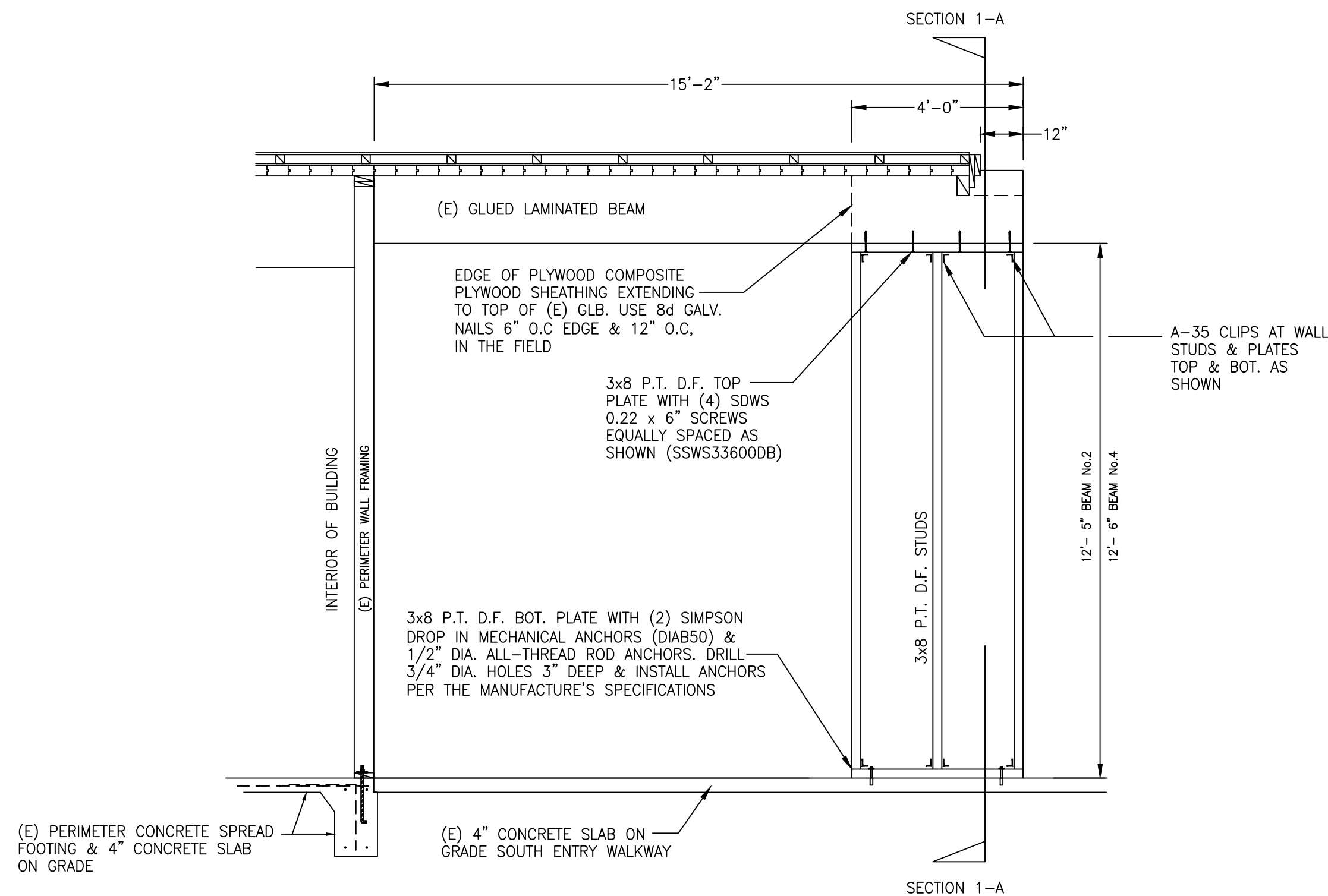
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9/20/2019

[Signature]

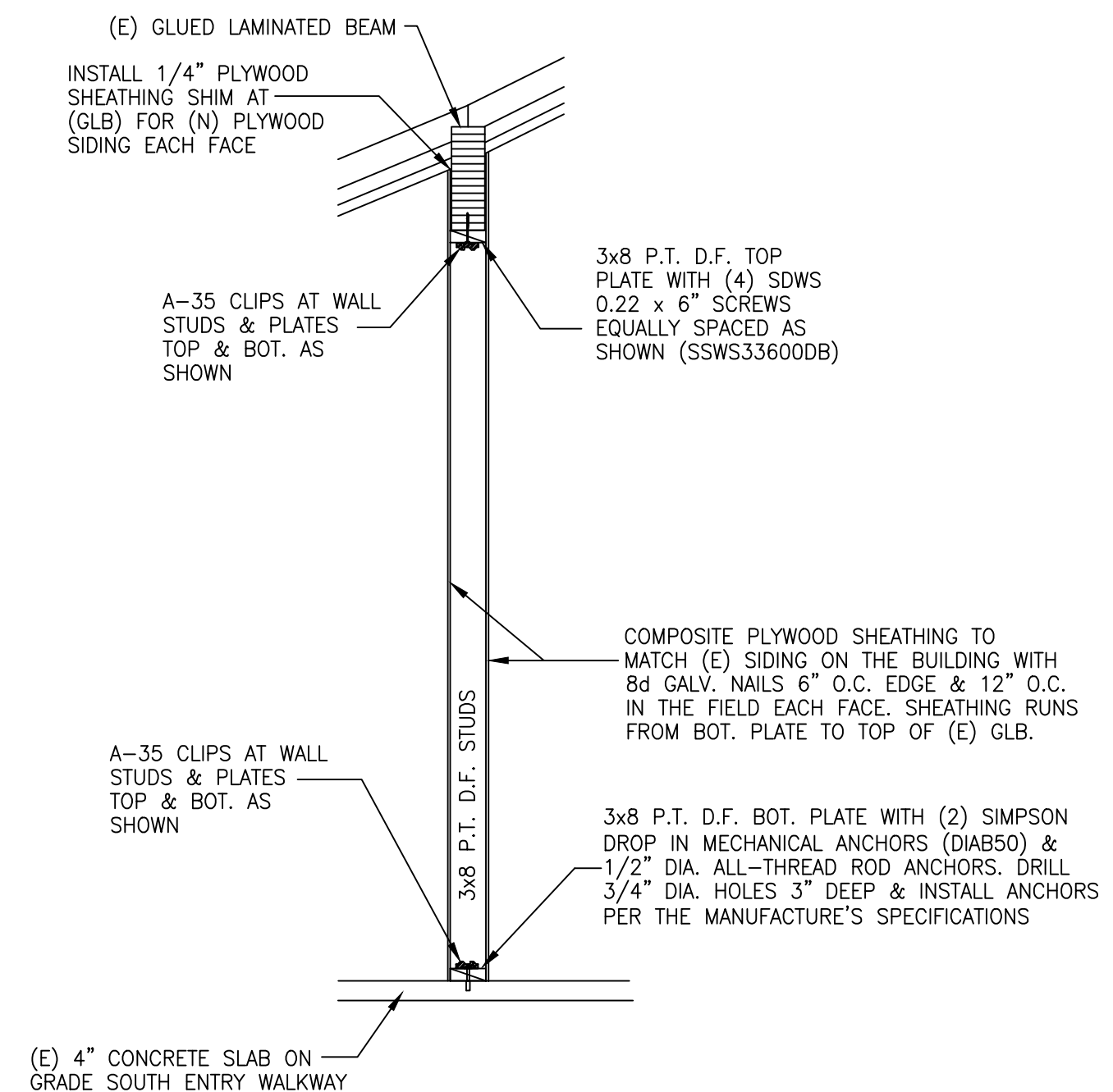
WOOD DECAY SURVEY & DOCUMENTATION
EXPOSED WOOD GLUED LAMINATED BEAMS
TEMPORARY SHORING AT BEAM No. 1, No.2, No.4 & No.5
SCALE: 1/8" =



GLUED LAMINATED BEAM No.2 & No.4
TEMPORARY END WALL SHORING DETAILS
ELEVATION VIEW

1

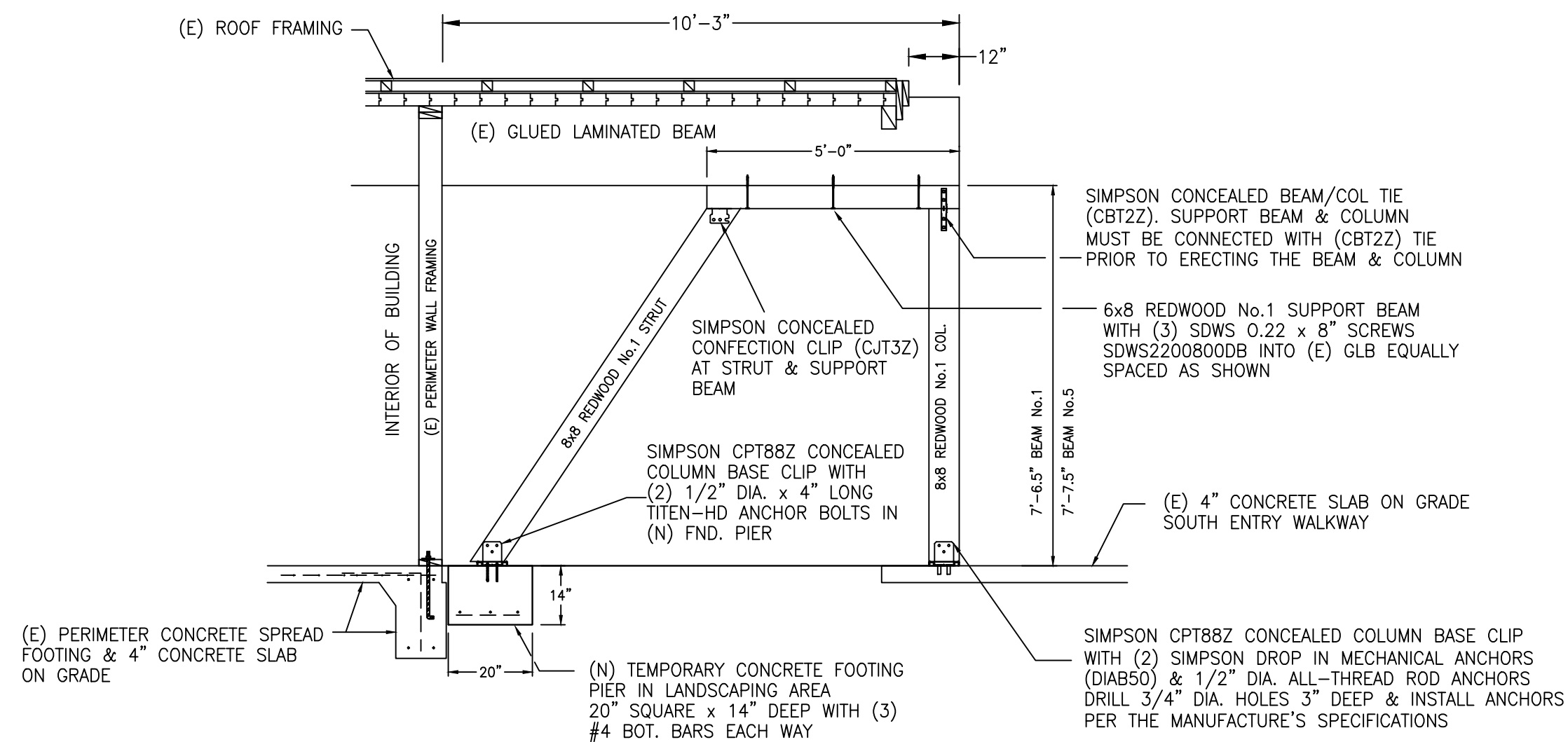
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GLUED LAMINATED BEAM No.2 & No.4
TEMPORARY END WALL SHORING DETAILS
SECTION VIEW

1-A

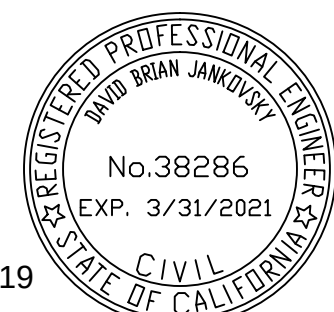
SCALE: 3/8" = 1'-0"



GLUED LAMINATED BEAM No.1 & No.5
TEMPORARY END SUPPORT COLUMN &
DIAGONAL STRUT DETAILS - ELEVATION VIEW

2

SCALE: 3/8" = 1'-0"



9/20/2019

David Brian Jankovsky

WOOD DECAY SURVEY & DOCUMENTATION
EXPOSED WOOD GLUED LAMINATED BEAMS
TEMPORARY SHORING AT BEAM No. 1, No.2, No.4 & No.5

SCALE: 3/8" = 1'-0"
DATE: 9/20/19
JANKOVSKY (JES)

GRACE HUDSON MUSEUM
431 SOUTH MAIN STREET
UKIAH, CA

J E S
JANKOVSKY ENGINEERING SERVICES
1265 WILSON ROAD
CLOVERDALE, CA 95425
(707) 894-3511

S

2.0

Statement of Special Inspections

City of Ukiah
Grace Hudson Museum

431 South Main Street
Ukiah, Ca 95482

Name of Owner

Address

Glued Laminated Beams Wood Decay Front Entry Canopy
Temporary Shoring (4) Beams

Permit Number

Job Description

This Statement of Special Inspections is submitted to outline the requirements of 2016 CBC Chapter 17. Included are:

- Schedule of special inspections and tests applicable to this project:
 - Special inspections, per Section 1704 & 1705
 - Special inspection for seismic resistance, per Sections 1704.3.2, 1705.11, 1705.12
 - Structural observations, per Section 1704.5
 - Material testing and/or load testing, per Sections 1706 through 1711
- List of the special inspectors, testing agencies, and registered design professionals that will be retained to conduct the applicable tests, observations, and testing required.
- Contractor's statement of responsibility, per Section 1704.4

Special inspections and testing, and structural observations, shall be performed in accordance with the approved plans and specifications, this statement, approved testing procedures, applicable listing information for fabricated items, and CBC Section 17.

The Schedule of Special Inspections summarizes the special inspections and tests required. Special inspectors shall refer to the approved plans and specifications for detailed special inspection requirements. Any additional tests or observations required by the approved plans, specifications, or required by the building official shall also be performed.

Interim reports will be submitted to the building official and the registered design professional in responsible charge, in accordance with CBC Section 1704.2.4.

At the conclusion of work included in the permit, a report of special inspections and structural observations shall be submitted to the building inspector. This final report shall document:

- Required special inspections
- Final results of structural testing
- Correction of discrepancies noted in inspections
- Written statement of structural observations, and identify any reported deficiencies which, to the best of the structural observer's knowledge, have not been resolved

This plan has been developed with the understanding that the building official shall:

- Review and approve the qualifications of special inspectors who shall perform required inspections
- Review submitted inspection reports
- Perform inspections as required by the locally adopted building codes

Prepared by:

Dave Jankovsky

C38286

Registered Design Professional in Responsible Charge

License Number

9/20/2019

Signature

Date

Owner's Authorization:

Building official's acceptance:

Owner

Building official

Signature

Date

Signature

Date

**The inspections listed in this form are intended to represent special inspections most common to projects which include: wood frame structures, moment frames, pier and grade beam foundations, and geotechnical engineering. This form, which includes all inspections from CBC Chapter 17, should be used for commercial permits and residential permits that include foundations other than shallow footings or pier and grade beams, permits to address code violations, alternate materials/methods, and construction materials other than wood or steel used to resist lateral loads (e.g. concrete and masonry).

Schedule of Inspections, Testing Agencies, and Inspectors

The following are the testing agencies, registered design professionals, and special inspectors that will be retained to conduct tests, inspections, and structural observations for this project:

Responsibility	Firm	Address, telephone, e-mail
1. Special Inspection (Except for Geotechnical)	Not required – Temporary Shoring	
2. Material Testing	Not required – Temporary Shoring	
3. Geotechnical Inspections	Not required – Temporary Shoring	
4. Structural Observations	Jankovsky Engineering Services	1265 Wilson Road Cloverdale, Ca 95425 (707) 894-3511 jes-engineering@comcast.net

Seismic Requirements (Section 1704.3.2):

Identify the designated seismic systems and seismic-force-resisting systems subject to special inspections, per CBC Sections 1705.11. Identify any required testing and qualification for seismic resistance per CBC Section 1705.12.

Temporary shoring of (4) glued laminated beams at the south front entry canopy of the Grace Hudson Museum

Summary of Required Special Inspections, Structural Testing, and Structural Observations:

Brief description of required special inspections and structural observations for this project. Full schedule of inspections are those that are checked off on the following pages. Include additional sheets as necessary to identify frequency and extent of structural observations.

SPECIAL INSPECTION

Not Required – Temporary Shoring

STRUCTURAL OBSERVATION

Temporary shoring hardware, anchor bolts, screws, clips and nailing observations

Schedule of Special Inspections

Column headers:

- C = Full-time observation of work by an approved special inspector while the work is being performed.
P = Intermittent observation of work by an approved special inspector where the work has been performed and at the completion of work.

Box entries:

- X = Is placed in the appropriate column denoting either "C" continuous or "P" periodic inspections.
-- = Denotes an activity that is either a one-time activity or whose frequency is defined in some other manner.

Notes/Referenced Standards: Indicates the applicable reference standard applicable to the criteria, method and frequency of the special inspection or testing required. Additional notes may be included in this box denoting frequency of inspections or the special inspection agency responsible for the particular inspection item.

Additional details regarding inspections and tests are provided in the project specifications or notes on the drawings.

Verification and Inspection	C	P	✓ if Req'd	Notes/ Referenced Standards
1704.2.5 – Inspection of Fabricators:				
1. Fabrication and implementation procedures	--	--		
2. Fabricator approval	--	--		
1704.5 – Structural Observations				
1. Prior to the commencement of observations, the structural observer shall submit to the building official a written statement identifying the frequency and extent of structural observations	--	--		
2. At the conclusion of work included in the permit, the structural observer shall submit to the building official a written statement that the site visits have been made and identify any reported deficiencies which have not been resolved	--	--		
1705.1.1 – Special Cases:				
1. Materials and systems required to be installed in accordance with additional manufacturer's instructions that prescribe requirements not contained in the applicable code or referenced standards	--	--		List code reports (attached to construction documents) for each applicable material/system.
1705.2.1 – Steel Construction, Quality Assurance per AISC 360				
1. Fabricator and erector documents (Verify reports and certificates as listed in AISC 360, chapter N, paragraph 3.2 for compliance with construction documents. Includes structural steel, castings, forgings, fasteners, rods, welding, anchors, braces, stiffeners, member locations, joint details, etc.)	--	--		AISC 360: N3.2, N5.7
2. Identification markings for structural steel materials conform to ASTM standards specified in the approved construction documents (e.g. structural shapes, castings, forgings, bolts, washers, nuts, rods, consumables for welding, anchors, etc.)		X		AISC 360: A3
3. Embedments (Verify diameter, grade, type, length, and depth of embedded item)		X		AISC 360: N5.7
4. Verify compliance with details on the construction documents, such as braces, stiffeners, member locations, and proper application of joint details at each connection.		X		AISC 360: N5.7

5. Structural Steel Welding:				
a. Inspection tasks Prior to Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-1).	Random Basis (O) or Each Joint or Member (P) per applicable table.			See form CNI-033A Statement of Special Inspections Steel Appendix.
b. Inspection tasks During Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-2).				
c. Inspection tasks After Welding (Observe, or perform for each welded joint or member, the QA tasks listed in AISC 360, Table N5.4-3).				
d. Nondestructive Testing (NDT) of welded joints:				AISC 360: N5.5
1) Complete penetration groove welds 5/16" or greater in risk category III or IV.		X		N5.5b
2) Complete penetration groove welds 5/16" or greater in risk category II.		X		N5.5b
3) Thermally cut surfaces of access holes when material $t > 2"$.		X		N5.5c
4) Welded joints subject to fatigue when required by AISC 360, Appendix 3, Table A-3.1.		X		N5.5d
5) Fabricator's NDT reports when fabricator performs NDT.		X		N5.5g
6. Inspection of High-Strength Bolting				
a. Inspection tasks Prior to Bolting (Observe, or perform tasks for each bolted connection, in accordance with QA tasks listed in AISC 360, Table N5.6-1).	Random Basis (O) or Each Joint or Member (P) per applicable table.			See form CNI-033A Statement of Special Inspections Steel Appendix. See N5.6 for exceptions based on installation method
b. Inspection tasks During Bolting (Observe the QA tasks listed in AISC 360, Table N5.6-2).				
1) Pre-tensioned and slip-critical joints.				
2) Snug-tight joints				
c. Inspection tasks After Bolting (Perform tasks for each bolted connection in accordance with QA tasks listed in AISC 360, Table N5.6-3).				
7. Inspection of steel elements of composite construction prior to concrete placement in accordance with QA tasks listed in AISC 360: Table N6.1.	---			AISC 360: N6, Table N6.1. Perform these tasks for each steel element.
Table 1705.3 – Concrete Construction				
1. Inspection of reinforcing steel, including prestressing tendons, and placement.		X		ACI 318: 3.5, 7.1-7.7 CBC 1910.4
2. Inspection of reinforcing steel welding in accordance with Table 1705.2.2 Item 2b.	--	--		AWS D1.4 ACI 318: 3.5.2
3. Inspection of anchors cast in concrete where allowable loads have been increased or where strength design is used.		X		ACI 318: 3.8.6, 8.1.3, 21.2.8 CBC 1908.5, 1909.1
4. Inspection of anchors post-installed in hardened concrete members ¹ .		X		ACI 318: 3.8.6, 8.1.3, 21.2.8 CBC 1912.1
5. Verify use of required design mix		X		ACI 318: Ch.4, 5.2-5.4 CBC 1904.2, 1910.2, 1910.3
6. At the time fresh concrete is sampled to fabricate specimens for strength tests, perform slump and air content tests, and determine the temperature of the concrete	X			ASTM C 172 ASTM C 31 ACI 318: 5.6, 5.8 CBC 1910.10

¹ Specific requirements for special inspection shall be included in the research report for the anchor issued by an approved source in accordance with ACI 355.2 or other qualification procedures. Where specific requirements are not provided, special inspection requirements shall be specified by the registered design professional and shall be approved by the building official prior to the commencement of the work.

7. Inspection of concrete and shotcrete placement for proper application techniques	X			ACI 318: 5.9, 5.10 CBC 1910.6, 1910.7, 1910.8
8. Inspection for maintenance of specified curing temperature and techniques		X		ACI 318: 5.11-5.13 CBC 1910.9
9. Inspect formwork for shape, location and dimensions of the concrete member being formed		X		ACI 318: 6.1.1
Table 1705.6 – Verification and Inspection of Soils				
1. Verify materials below shallow foundations are adequate to achieve the design bearing capacity		X		
2. Verify excavations are extended to proper depth and have reached proper material		X		
3. Perform classification and testing of compacted fill materials		X		
4. Verify use of proper materials, densities and lift thicknesses during placement and compaction of compacted fill	X			
5. Prior to placement of compacted fill, observe subgrade and verify that site has been prepared properly		X		
Table 1705.8 – Verification and Inspection of Cast-in-place Deep Foundation Elements				
1. Observe drilling operations and maintain complete and accurate records for each element	X			
2. Verify placement locations and plumbness, confirm element diameters, bell diameters, lengths, embedment into bedrock and adequate end-bearing strata capacity. Record concrete or grout volumes	X			
3. For concrete elements, perform additional inspections in accordance with Section 1705.3	--	--		
1705.9 – Helical Pile Foundations				
1. Record installation equipment used, pile dimensions, tip elevations, final depth, final installation torque, and other pertinent data as required.	X			
1705.11 – Verification and Inspection for Seismic Resistance				
1. Structural Steel: Inspection in accordance with AISC 341- Welding, Nondestructive Testing, High-strength bolting, Composite Structures, Piling, Etc.	See form CNI-033A Inspections Steel Appendix.			CBC 1705.11.1, AISC 341: Chapter J Quality Control and Quality Assurance
2. Structural Wood:				CBC 1705.11.2
a. Inspection of field gluing operations of elements of the seismic-force resisting system.	X			
b. Nailing, bolting, fastening, and other fastening of components within the seismic-force-resisting system, where the fastener spacing of the sheathing is 4 inches or less on center.		X		
3. Architectural Components: Erection and fastening of exterior cladding (more than 5 psf), interior (more than 15 psf) and exterior nonbearing walls, and interior and exterior veneer (more than 30 feet in height and more than 5 psf). Anchorage of access floors.		X		CBC 1705.11.5
1705.12 –Testing and Qualification for Seismic Resistance				
1. Structural Steel: Testing shall be in accordance with quality assurance requirements of AISC 341	See form CNI-033A Inspections Steel Appendix.			CBC 1705.12.2 AISC 341: Chapter J Quality Control and Quality Assurance

Contractor Responsibility

Per Section 1709, each contractor responsible for the construction of a main seismic-force resisting system, designated seismic system or a seismic-resisting component listed in the Statement of Special Inspections shall submit a written statement of responsibility to the building official and the owner prior to the commencement of work on the system or component. The contractor's statement of responsibility shall contain acknowledgement of awareness of the special requirements contained in the Statement of Special Inspections.

Each contractor responsible for the construction of the applicable system or component as specified above shall use the following lines to enter their name, signature, company, license number, date, and particular system or component that they are taking responsibility for prior to commencement of work on the indicated system or component. A copy of this page shall be presented to the building official, and it is the contractor's responsibility to also provide the owner a copy of this document.

Name Signature

Company

License Number

Date

Main seismic-force resisting system or designated seismic system or
seismic-force resisting component

Name Signature

Company

License Number

Date

Main seismic-force resisting system or designated seismic system or
seismic-force resisting component

SHORT FORM CONSTRUCTION CONTRACT

This Agreement is made and entered on _____, in Ukiah, California, by and between _____, a CA General Partnership [corporation, partnership, sole proprietor] ("Contractor") and the City of Ukiah ("City"), a general law municipal corporation.

RECITALS:

1. The plans and specifications for this work ("the Work") are contained in Exhibit A - Bid Specification, 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. Contractor shall commence the Work when receiving a formal Notice to Proceed, and shall complete the Work by no later than _____.

1.1.1. ☐ [check if applicable] It is agreed by the parties to the contract that time is of the essence and that, in case all the work is not completed before or upon the expiration of the time limit as set forth, damage, other than those cost items identified in section 1.1.2, will be sustained by the City and that it is and will be impracticable to determine the actual amount of damage by reason of such delay; and it is therefore agreed that, subject to Sections 1.13-1.14, below, the Contractor will pay to the City the sum of five hundred dollars

(\$500.00) per day for each and every calendar day's delay beyond the time prescribed.

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

1.2 Construction of Contract Documents. Contractor will perform the Work in compliance with the plans and specifications set forth in the attached Exhibit A. If there is any inconsistency or conflict between the plans and the specifications, the specifications will prevail. If there is any inconsistency between the plans and the specifications and this agreement, the terms of this Agreement shall prevail, unless expressly stated otherwise in a particular specification.

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

1.4 New SB 854 requirements

1.4.1 No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

1.4.2 No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

1.4.3 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. Commencing with contracts awarded or after April 1, 2015, 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 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.

1.7 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 New Products Required. All equipment, materials or fixtures furnished by Contractor under this Agreement shall be new and of the most suitable grade for the intended purpose, unless otherwise specifically provided.

1.9 Compliance with 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.

1.10 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, loses 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.

1.11 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 A.

1.12 Title. The Contractor warrants that it conveys full and complete title, free of all liens and encumbrances, to all materials, supplies, fixtures and equipment furnished to CITY under this Agreement and agrees to fully defend and indemnify CITY, its officers and employees, and the houses and homebuyers included in the Work from and against any claim, lien, charge, debt, cost, expense or liability arising from a breach of said warranty.

1.13 Warranties. In addition to any other warranties in this contract, the Contractor warrants that the Work conforms to the contract requirements and is free of any defect in equipment, material or workmanship for a period of one year from the date of final acceptance of the Work by CITY. If CITY accepts any part of the Work before final acceptance of the entire Work, the warranty shall continue for the period of one year from the date of such partial acceptance. The Contractor shall remedy, at the Contractor's expense, any failure to conform, or any defect. [Initial if following sentence applies /_/ /_/] CITY shall retain __% of the Contract Amount to secure the Contractor's warranty and shall remit the unused portion of that amount at the end of the warranty period. The time limit of this warranty shall not apply to any latent defects, or gross negligence or fraud on the part of the Contractor.

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

Any claim by Contractor for a time extension based on unavoidable

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

1.15. Unfavorable Weather and Other Conditions.

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

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

1.16. Saturday, Sunday, Holiday and Night Work.

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

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

1.17. Hours of Labor.

Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by him or her in the performance of the work under this contract, unless paying compensation for all hours worked in excess of eight (8) hours per day at not less than 1 ½ times the basic rate of pay. The Contractor shall forfeit to the City, as a penalty, the sum of twenty-five dollars (\$25.00) for each workman employed in the execution of the contract by him or her or by any subcontractor, for each calendar day during which such laborer, workman, or mechanic is required or permitted to labor more than eight hours in violation of the provisions of Section 1810 to 1816, inclusive, (Article 3, Chapter 1, Part 7, Division 2) of the Labor Code of the State of California and any acts amendatory thereof.

2. CONTRACT PRICE

CITY shall pay the Contractor for performance of this Agreement time and materials with a total not to exceed amount of _____.

3. PAYMENT OF CONTRACT PRICE

3.1 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.

4. INDEMNIFICATION AND INSURANCE.

4.1 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.

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

4.2.1. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

4.2.2. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

4.2.3. Deductibles and Self-insured Retentions

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

4.2.4. Other Insurance Provisions

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

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

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

3. 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.

4.2.5. 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.

4.2.6. Verification of Coverage

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

4.2.7. Subcontractors

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

5. TERMINATION.

This Agreement may only be terminated by City: 1) for breach of the agreement; 2) because funds are no longer available to pay Contractor for services provided under this Agreement; or 3) City has abandoned and does not wish to complete the project for which Contractor was retained. 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 lack of funds or abandonment of the project, 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:

a. retain any amounts earned under the Contract but not yet paid by City;

b. take possession of all material and fixtures on the job site;

c. have the right to complete the Work and recover from Contractor any increased cost to complete the Work above the amounts that would have been paid to Contractor hereunder, together with any other damages suffered by City as a result of said breach.

6. 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.

7. 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.

8. 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.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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.

14. 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

CITY

City of Ukiah
300 Seminary Ave.
Ukiah, CA. 95482

Email:

Email:

FAX:

FAX:

Service by telefax shall bear a notation of the date and place of transmission and the facsimile telephone number to which transmitted.

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

15. 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.

16. 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.

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

CONTRACTOR

CITY OF UKIAH

By:_____

By:_____
Sage Sangiacomo
City Manager

California Contractor's License Number _____ [Number or N/A]



INSURANCE REQUIREMENTS FOR CONTRACTORS

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

I. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

II. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

- A. General Liability: \$1,000,000 per occurrence for bodily injury, personal injury and property damage **including operations, products and completed operations**. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Insurance must be written on an occurrence basis.
- B. Automobile Liability: \$1,000,000 per accident for bodily injury and property damage. Insurance must be written on an occurrence basis.
- C. Worker's Compensation Employer's Liability: \$1,000,000 per accident for bodily injury or disease.

III. Deductibles and Self-Insured Retentions

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

IV. REQUIRED Insurance Provisions

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

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

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

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

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

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

V. **RATING - Acceptability of Insurers**

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

VI. **Verification of Coverage**

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

VII. **Subcontractors**

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

If you have questions regarding our insurance requirements contact:

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

Bid Tabulation

RFB - E37612 - Temporary Soring Repair of Glue Laminated Beams - 1/30/2020								
ITEM #	ITEM DESCRIPTION	QTY	Ferranti Construction		FRC Inc		Menton Builders	
			UNIT	TOTAL	UNIT	TOTAL	UNIT	TOTAL
1	All material, equipment and labor for Temporary Shoring Repair of Glue Laminated as per attached Specification E37612	1	\$ 24,897.00	\$ 24,897.00	\$ 27,155.00	\$ 27,155.00	\$ 28,943.00	\$ 28,943.00
	GRAND TOTAL			\$ 24,897.00		\$ 27,155.00		\$ 28,943.00



AGENDA SUMMARY REPORT

SUBJECT: Approval of Updated Plans and Specifications for the Replacement of Pressure Zone 2 South Reservoir, and Authorize Staff to issue Bids for Specification No 20-02.

DEPARTMENT: Water Resources **PREPARED BY:** Jarod Thiele, Public Works Management Analyst, Sean White, Water Resources Director
PRESENTER: Consent Calendar

ATTACHMENTS:

1. 416086 - PlanSet - 22x34 - 20200422
2. 20200428 - ContractDocs - GlassFusedvsMH -JT
3. 416086 CostEstimate - 20200428

Summary: Staff is requesting Council's approval of Plans and Specification No. 20-02 for the Replacement of Pressure Zone 2 South Reservoir.

Background: During the course of the 2015 Water Rate Study, Capital Improvement Projects were prioritized which are funded through the Water System Rates.

During this process staff identified the need to rehabilitate or replace the existing 100,000-gallon water reservoir in Pressure Zone 2 South (PZ2S). This reservoir has several leaks in the side. Staff has repaired the leaks numerous times, however the overall condition of the tank does not allow for the repairs to be long-lasting and the patches eventually leak again.

On October 5, 2016, Council awarded a contract to SHN Consulting Engineers and Geologists (SHN) for the preparation of Plans, Specification and an Engineer's Estimate for a replacement reservoir.

Discussion: After reviewing a number of alternatives to tank replacement, SHN began design for complete replacement of the reservoir. City received final Plans and Specifications on February 12, 2020.

Per section 22039 of the Public Contracts Code, Staff is requesting Council's approval of Plans and Specification No. 20-02 for the Replacement of Pressure Zone 2 South Reservoir. The Engineer's Estimate for this project is \$698,912.50 which includes a 10% contingency.

During the course of the design for the Reservoir it was originally specified to be epoxy coated. Staff had a discussion with the design engineer and received recommendation to switch to a glass lined tank. This will make both reservoirs at Pressure Zone 2 consistent and provide for a longer useful life of the new reservoir

Please refer to Attachment 1 for Plans, Attachment 2 for Specifications and Attachment 3 for Engineer's Estimate.

A budget amendment will be requested when staff returns with a bid award recommendation in July.

Recommended Action: Approve Updated Plans and Specifications for the Replacement of Pressure Zone 2 South Reservoir (PZ2S), and Authorize Staff to issue Bids for Specification No 20-02.

BUDGET AMENDMENT REQUIRED: N/A

CURRENT BUDGET AMOUNT: 82227113.802320.15071- \$435,000

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: Water Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Jason Benson, Senior Engineer; Mary Horger, Financial Services Manager

Approved:


Sage Sangiacomo, City Manager

CITY OF UKIAH

PZ2S WATER TANK REPLACEMENT

UKIAH, CALIFORNIA

Attachment 1

PREPARED BY:



FEBRUARY 2020

APPROVALS

TIM ERIKSEN, PE
CITY ENGINEER, CITY OF UKIAH

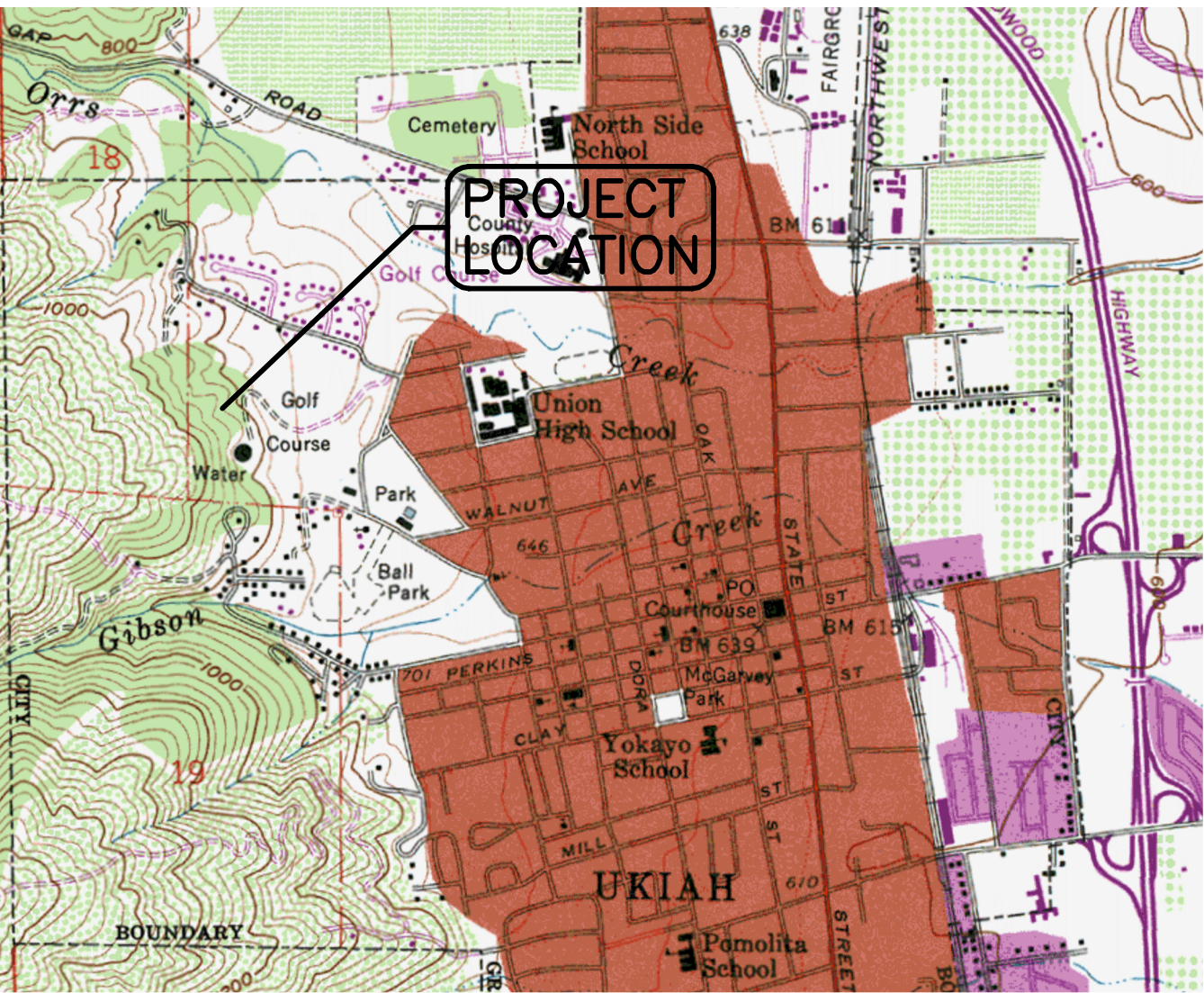
DATE

JASON ISLAND, PE
SHN CONSULTING ENGINEERS & GEOLOGISTS, INC.

DATE

INDEX OF SHEETS

SHT	DWG	TITLE
1	G-1	COVER
2	G-2	STANDARD ABBREVIATIONS AND LEGENDS
3	G-3	PROJECT NOTES AND SPECIFICATIONS
4	C-1	DEMOLITION PLAN
5	C-2	EROSION CONTROL PLAN
6	C-3	SITE PLAN
7	C-4	GRADING SECTION
8	C-5	YARD PIPING PLAN
9	C-6	TANK DETAILS
10	C-7	WATER LINE DETAILS
11	C-8	DETAILS



VICINITY MAP

NTS



SPECIFICATION NO. 20-02

VERIFY SCALES
BAR IS ONE INCH ON
ORIGINAL DRAWING
0 1"
IF NOT ONE INCH ON
THIS SHEET, ADJUST
SCALES ACCORDINGLY

CONSULTING ENGINEERS
& GEOLOGISTS, INC.
WWW.SHN-ENGR.COM
335 S. MAIN ST.
WILLITS, CA. 95490
707-459-4518

SRH	BY
GLASS FUSED TANK	REVISION
04/24/2020	DATE
1	NO.
DSGN JGI	DR SRH
CHK LBW	APVD
CITY OF UKIAH PZ2S WATER TANK REPLACEMENT UKIAH, CALIFORNIA COVER	
SHEET	G-1
SEQ	1
DATE	02/2020
PROJ. NO.	416086

ABBREVIATIONS

A	ABN — ABANDON	G	GA — GAS
ABS — ACRYLONITRILE–BUTADIENE–STYRENE	GALV — GALVANIZED	GC — GAGE	
AB — ANCHOR BOLT, AGGREGATE BASE	GIP — GALVANIZED IRON PIPE	GALV — GALVANIZED	
AC — ASPHALTIC CONCRETE	GM — GAS METER	GM — GAS METER	
ACP — ASBESTOS CEMENT PIPE	GPD — GALLONS PER DAY	GPH — GALLONS PER HOUR	
ACI — AMERICAN CONCRETE INSTITUTE	GPM — GALLONS PER MINUTE	GRD — GRADE OR GROUND	
ADJ — ADJUSTABLE	GSP — GALVANIZED STEEL PIPE	GV — GATE VALVE	
AGGR — AGGREGATE	GYP — GYPSUM		
AISC — AMERICAN INSTITUTE OF STEEL CONSTRUCTION			
AL — ALUMINUM			
ALT — ALTERNATE			
AP — ANGLE POINT			
APPROX — APPROXIMATELY			
ARCH — ARCHITECTURAL			
ASTM — AMERICAN SOCIETY FOR TESTING & MATERIALS			
AUTO — AUTOMATIC			
AUX — AUXILIARY			
⊙ — AT			
B			
BC — BEGIN CURVE			
BCR — BEGIN CURB RETURN			
BD — BOARD			
BF — BLIND FLANGE			
BFV — BUTTERFLY VALVE			
BK — BOOK OR BACK			
BLDG — BUILDING			
BW — BENCH MARK, BEAM			
BNP — BEST MANAGEMENT PRACTICE			
BO — BLOW OFF			
BOT — BOTTOM			
BRG — BEARING			
BTWN — BETWEEN			
BV — BALL VALVE			
BVC — BEGINNING OF VERTICAL CURVE			
BW — BACK OF WALK			
BWV — BACKWATER VALVE			
C			
C — CHANNEL (STRUCTURAL SHAPE)			
CARV — COMBINATION AIR AND VACUUM RELEASE VALVE			
CATV — CABLE TELEVISION			
CB — CATCH BASIN			
CEIL — CEILING			
CFM — CUBIC FEET PER MINUTE			
CFS — CUBIC FEET PER SECOND			
CHEM — CHEMICAL			
CI — CAST IRON			
CIP — CAST IRON PIPE			
C.I.P. — CAST IN PLACE			
CJ — CONSTRUCTION JOINT			
CLR — CLEAR			
CL — CENTERLINE			
CMP — CORRUGATED METAL PIPE			
CMU — CONCRETE MASONRY UNIT			
CTSK — COUNTERSINK			
CO — CLEANOUT			
COL — COLUMN			
CONC — CONCRETE			
CONT — CONTINUOUS OR CONTINUED			
COORD — COORDINATE			
CPLG — COUPLING			
CRS — COLD ROLLED STEEL			
CTR — CENTER			
CTS — COPPER TUBE SIZE			
CJ — CUBIC			
CU FT — CUBIC FEET			
CV — CHECK VALVE			
CW — COLD WATER			
CY — CUBIC YARD			
D			
d — DEGREE (ANGLE)			
D — PENNY (NAIL SIZE)			
DB — STORM DRAIN			
DBL — DISTRIBUTION BOX			
DBL — DOUBLE			
DF — DOUGLAS FIR			
DI — DROP INLET OR DUCTILE IRON			
DIA — DIAMETER			
DIAG — DIAGONAL			
DIM — DIMENSION			
DIMJ — DUCTILE IRON MECHANICAL JOINT			
DIP — DUCTILE IRON PIPE			
DET — DETAIL			
DWG — DRAWING			
DW — DRIVEWAY			
E			
(E) — EXISTING			
E — EASTING OR EAST			
EA — EACH			
EC — END CURVE			
ECR — END CURB RETURN			
EF — EACH FACE			
EFL — EFFLUENT			
EG — EXISTING GRADE/GROUND			
ELB — ELBOW			
ELEC — ELECTRIC OR ELECTRICAL			
ELEV — ELEVATION			
ENGR — ENGINEER			
EP — EDGE OF PAVING			
EQ — EQUAL			
EQUIP — EQUIPMENT			
ER — EDGE OF ROAD			
EVC — END OF VERTICAL CURVE			
EW — EACH WAY			
EWEF — EACH WAY, EACH FACE			
EXC — EXCAVATE			
EXP — EXPOSED OR EXPANSION			
EXP JT — EXPANSION JOINT			
EXT — EXISTING			
EXT — EXTERIOR			
F			
F — FLANGE			
FC — FLEXIBLE COUPLING			
FCA — OR FACE OF CURB			
FD — FLANGED COUPLING ADAPTER			
FDC — FLOOR DRAIN			
FDN — FIRE DEPARTMENT CONNECTION			
FF — FOUNDATION			
FG — FINISH FLOOR			
FG — FINISHED GRADE			
FH — FIRE HYDRANT			
FIG — FIGURE			
FIN — FINISH			
FIP — FEMALE IRON PIPE			
FL — FLOW LINE			
FLG — FLANGE			
FLTR — FLOOR			
FLTR — FILTER			
FO — FIBER OPTIC			
FOC — FACE OF CONCRETE			
FT — FOOT OR FEET			
FT2 — SQUARE FEET			
FT3 — CUBIC FEET			
FTG — FOOTING			
FUT — FUTURE			

H	HB — HOSE BIBB	I	ID — INSIDE DIAMETER
HDPE — HIGH DENSITY POLYETHYLENE	IN — INCH	INFL — INFLUENT	
HDR — HEADER	INSUL — INSULATE OR INSULATION	INT — INTERIOR	
HDW — HARDWARE	INV — INVERT	IPS — IRON PIPE SIZE	
HMA — HOT MIX ASPHALT			
HOR — HORIZONTAL			
HP — HORSEPOWER, HIGH POINT			
HR — HOUR			
HT — HEIGHT			
HW — HOT WATER			
HWR — HOT WATER RETURN			
HWS — HOT WATER SUPPLY			
J			
JT — JOINT			
JP — JOINT POLE			
K			
KIP — THOUSAND POUNDS			
KW — KILOWATT			
L			
L — ANGLE (DEGREES)			
L — ANGLE (STRUCTURAL SHAPE)			
LAT — LATERAL			
LB — POUND			
LF — LINEAR FEET			
LG — LONG			
LH — LEFT HAND			
LONG — LONGITUDINAL			
LP — LOW POINT			
LPG — LIQUIFIED PETROLEUM GAS			
LRP — LEGALLY RESPONSIBLE PARTY			
LR — LONG RADIUS			
LT — LEFT			
LVC — LENGTH OF VERTICAL CURVE			
M			
MATL — MATERIAL			
MAX — MAXIMUM			
MECH — MECHANICAL			
MF — MEGA–FLANGE PIPE JOINT			
MFR — MANUFACTURER			
MGD — MILLION GALLONS PER DAY			
MH — MANHOLE			
MIN — MINIMUM OR MINUTE			
MIP — MALE IRON PIPE			
MISC — MISCELLANEOUS			
MJ — MECHANICAL JOINT			
MNPT — MALE NATIONAL PIPE THREAD			
MTL — METAL			
MWS — MAXIMUM WATER SURFACE			
N			
(N) — NEW			
N — NORTHING OR NORTH			
NC — NORMALLY CLOSED			
NIC — NOT IN CONTRACT			
NF — NON–FREEZE			
NO — NUMBER OR NORMALLY OPEN			
NOM — NOMINAL			
NP — NEW PAVEMENT			
NPT — NATIONAL PIPE THREAD			
NTS — NOT TO SCALE			
# — NUMBER			
O			
OC — ON CENTER			
OD — OUTSIDE DIAMETER			
OG — ORIGINAL GROUND			
OVFL — OVERFLOW			
OZ — OUNCE			
OH — OVERHEAD			
P			
PC — POINT OF CURVE			
PCC — PORTLAND CEMENT CONCRETE			
PCF — POUNDS PER CUBIC FOOT			
PE — PLAIN END			
PERF — PERFORATED			
PEP — POLYETHYLENE PIPE			
PI — POINT OF INTERSECTION			
PL — PLATE			
PL — PROPERTY LINE			
PLCS — PLACES			
PLYWD — PLYWOOD			
PMP — PERFORATED METAL PIPE			
POC — POINT ON CURVE			
POT — POINT OF TANGENT			
PP — POWER POLE			
PRC — POINT OF REVERSE CURVE			
PREFAB — PREFABRICATED			
PRELIM — PRELIMINARY			
PRESS — PRESSURE			
PROP — PROPERTY			
PSF — POUNDS PER SQUARE FOOT			
PSI — POUNDS PER SQUARE INCH			
PSIG — POUNDS PER SQUARE INCH, GAUGE			
PT — POINT OF TANGENCY, POINT			
PUE — PUBLIC UTILITY EASEMENT			
PV — PLUG VALVE			
PVC — POLYVINYL CHLORIDE PLASTIC			
PVI — POINT OF VERTICAL INTERSECTION			
PVMT — PAVEMENT			
Q			
QTY — QUANTITY			

R	R — RADIUS	S	S — SEWER
RC — RELATIVE COMPACTION	RCP — REINFORCED CONCRETE PIPE	SL — SCHEDULE	
RD — ROAD	RDR — REDUCER	SCSD — SCOTIA COMMUNITY SERVICES DISTRICT	
RDCR — REDWOOD	REF — REFER OR REFERENCE	SD — STORM DRAIN	
RWD — REDWOOD	REF — REFER OR REFERENCE	SDMH — STORM DRAIN MANHOLE	
REIN — REINFORCED, REINFORCING OR REINFORCE	REIN — REQUIRED	SECT — SECTION	
REOD — REQUIRED	RET — RETURN	SF — SQUARE FOOT/FEET	
RH — RIGHT HAND	RM — ROOM	SHT — SHEET	
RO — ROUGH OPENING	RSP — ROCK SLOPE PROTECTION	SIM — SIMILAR	
RT — RIGHT OR RING TIGHT	R/W — RIGHT OF WAY	SP — SPACE OR SPACES	
RWL — RAIN WATER LEADER		SPEC — SPECIFICATIONS	
S		SQ — SQUARE	
SL — SCHEDULE		SQ FT — SQUARE FOOT	
SCSD — SCOTIA COMMUNITY SERVICES DISTRICT		SQ IN — SQUARE INCH	
SD — STORM DRAIN		SS — SANITARY SEWER	
SDMH — STORM DRAIN MANHOLE		SSCO — SANITARY SEWER CLEAN OUT	
SECT — SECTION		SSMH — SANITARY SEWER MANHOLE	
SF — SQUARE FOOT/FEET		SST — STAINLESS STEEL	
SHT — SHEET		STA — STATION	
SIM — SIMILAR		STD — STANDARD	
SP — SPACE OR SPACES		STL — STEEL	
SPEC — SPECIFICATIONS		STR — STRUCTURAL	
SQ — SQUARE		STRUCT — STRUCTURE	
SQ FT — SQUARE FOOT		SUSP — SUSPENDED	
SQ IN — SQUARE INCH		SW — SIDEWALK	
SS — SANITARY SEWER		SWPPP — STORM WATER POLLUTION PREVENTION PLAN	
SSCO — SANITARY SEWER CLEAN OUT		SYMM — SYMMETRICAL	
SSMH — SANITARY SEWER MANHOLE			
SST — STAINLESS STEEL			
STA — STATION			
STD — STANDARD			
STL — STEEL			
STR — STRUCTURAL			
STRUCT — STRUCTURE			
SUSP — SUSPENDED			
SW — SIDEWALK			
SWPPP — STORM WATER POLLUTION PREVENTION PLAN			
SYMM — SYMMETRICAL			
T			
TAN — TANGENT			
T&B — TOP AND BOTTOM			
T&G — TONGUE AND GROOVE			
TBC — TOP BACK CURB			
TBM — TEMPORARY BENCH MARK			
TBW — TOP BACK WALK			
TC — TOP OF CURB			
TCE — TEMPORARY CONSTRUCTION EASEMENT			
TEL — TELEPHONE			
TELEM — TELEMETRY			
TEMP — TEMPERATURE OR TEMPORARY			
TFC — TOP FACE CURB			
THD — THREAD			
TOC — TOP OF CONCRETE			
TOS — TOP OF GRADE			
TOW — TOWN OF SCOTIA			
TP — TOP OF WALL			
TURNING POINT, TOP OF PAVEMENT OR TELEPHONE POLE			
TRANSV — TRANSVERSE			
TS — TUBE, STRUCTURAL			
TYP — TYPICAL			
U			
UBC — UNIFORM BUILDING CODE			
UOS — UNLESS OTHERWISE SPECIFIED			
UG — UNDERGROUND			
UTIL — UTILITY			
V			
V — VOLT			
VAC — VACUUM			
VAR — VARIES			
VC — VERTICAL CURVE			
VCP — VITRIFIED CLAY PIPE			
VERT — VERTICAL			
VG — VALLEY GUTTER			
VPI — VERTICAL POINT OF INTERSECTION			
W			
W — WATER OR WIDE FLANGE			
W/ — WITH			
WO — WITHOUT			
WM — WATER METER			
WP — WORK POINT			
WS — WATER SURFACE, WATER STOP			
WWF — WELDED WIRE FABRIC			
X			
XFMR — TRANSFORMER			
Y			
YD 2 — YARD			
YD 3 — SQUARE YARD			
YD 3 — CUBIC YARD			

CURVE DATA

R (RADIUS)
 L (LENGTH)
 Δ (DELTA)
 T (TANGENT)

UTILITIES LEGEND

PROPOSED	EXISTING	
		GATE VALVE
		PLUG VALVE
		BALL VALVE
		BUTTERFLY VALVE
		AUTOMATICALLY OPERATED VALVE (P= PNEUMATIC, E= ELECTRIC, S= SOLENOID, H= HYDRAULIC, D= DIAPHRAGM ACTUATOR)
		3–WAY VALVE
		GLOBE VALVE
		ANGLE VALVE
		PRESSURE REGULATING VALVE
		PRESSURE RELIEF VALVE
		CHECK VALVE
		AIR OR VACUUM RELEASE VALVE
		AIR AND VACUUM VALVE
		COMBINATION AIR VALVE
		FLOW METER
		HOSE BIBB (NF= NON–FREEZE)
		REDUCER
		FIRE HYDRANT
		DROP INLET
		MANHOLE
		SEWER CLEAN OUT OR SEWER LATERAL
		UNDERGROUND ELECTRICAL
		OVERHEAD ELECTRICAL
		FIBER OPTIC LINE
		CABLE TELEVISION
		JOINT UTILITIES
		UNDERGROUND TELEMETRY LINE
		OVERHEAD TELEMETRY LINE
		UNDERGROUND TELEPHONE LINE
		OVERHEAD TELEPHONE LINE
		FIRE WATER LINE
		STEAM LINE
		WATER LINE
		SANITARY SEWER LINE
		STORM DRAIN LINE
		GAS LINE
		FORCE MAIN AND DIRECTION OF FLOW
		CULVERT
		POLE MOUNTED ROADWAY LUMINAIRE
		ITEM TO BE REMOVED
		ITEM TO BE ABANDONED IN PLACE
		WATER SERVICE– WM–1= SINGLE WM–2= DUAL
		PULL BOX AND DESIGNATION
		SIGN AND DESIGNATION

NOTES

- CONTACT THE ENGINEER FOR SYMBOLS NOT LISTED.
- THIS IS A STANDARD SHEET, THEREFORE, SOME SYMBOLS OR ABBREVIATIONS MAY APPEAR ON THIS SHEET WHICH DO NOT APPEAR ON THE PLANS.
- SITE AND UTILITY SYMBOLS SHOWN ON THIS SHEET ARE NOT INTENDED TO REPRESENT THE PHYSICAL SCALE OR SHAPE OF ANY ITEMS. WHERE LARGE–SCALE PLANS ARE PRESENTED, THE SYMBOLS SHOWN HEREON MAY BE REPLACED BY DETAILS MORE SUITED TO THE DRAWING SCALE.

SAVED: 4/21/2020 5:00 PM SHEATH, PLOTTED: 4/22/2020 7:34 AM SAM R. HEATH
 \\willits\projects\2016\416086-PZ25WUKiah\Drawgs\416086-SPECS.dwg

GENERAL NOTES:

- ALL WORK SHALL CONFORM TO CURRENT CALIFORNIA BUILDING CODE AND CITY OF UKIAH STANDARDS.
- THE WORKING DRAWINGS ARE GENERALLY DIAGRAMMATIC. THEY DO NOT SHOW EVERY OFFSET, BEND OR ELBOW REQUIRED FOR INSTALLATION IN THE SPACE PROVIDED. THEY DO NOT SHOW EVERY DIMENSION, COMPONENT PIECE, SECTION, JOINT OR FITTING REQUIRED TO COMPLETE THE PROJECT. ALL LOCATIONS FOR WORK SHALL BE CHECKED AND COORDINATED WITH EXISTING CONDITIONS IN THE FIELD BEFORE BEGINNING CONSTRUCTION. EXISTING UNDERGROUND UTILITIES WITHIN THE LIMITS OF EXCAVATION SHALL BE VERIFIED AS TO CONDITION, SIZE AND LOCATION BY UNCOVERING, PROVIDED SUCH IS PERMITTED BY LOCAL PUBLIC AUTHORITIES WITH JURISDICTION, BEFORE BEGINNING CONSTRUCTION. CONTRACTOR SHALL NOTIFY ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR SHALL SECURE ALL NECESSARY PERMITS PRIOR TO THE COMMENCEMENT OF CONSTRUCTION.
- THE CONTRACTOR SHALL PROVIDE A COPY OF THE TRENCH PERMIT FROM THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY PRIOR TO THE EXCAVATION OF ANY TRENCH OVER FIVE FEET IN DEPTH.
- CONTRACTOR SHALL PERFORM TRENCH WORK IN CONFORMANCE WITH THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY REQUIREMENTS AND SHALL CONFORM TO ALL APPLICABLE OCCUPATIONAL SAFETY AND HEALTH STANDARDS, RULES, REGULATIONS AND ORDERS ESTABLISHED BY THE STATE OF CALIFORNIA AND OTHER APPLICABLE AGENCIES.
- CONTRACTOR AGREES THAT IN ACCORDANCE WITH GENERALLY ACCEPTED CONSTRUCTION PRACTICES, GENERAL CONTRACTOR WILL ASSUME SOLE AND COMPLETE RESPONSIBILITY FOR JOB SITE CONDITIONS DURING THE COURSE OF CONSTRUCTION OF THE PROJECT, INCLUDING SAFETY OF ALL PERSONS AND PROPERTY. ALL WORK AND EQUIPMENT SHALL COMPLY WITH THE CALIFORNIA DIVISION OF INDUSTRIAL SAFETY REQUIREMENTS. THIS REQUIREMENT SHALL BE MADE TO APPLY CONTINUOUSLY, AND NOT BE LIMITED TO NORMAL WORKING HOURS. CONTRACTOR FURTHER AGREES TO HOLD HARMLESS, INDEMNIFY AND DEFEND THE OWNER, THE ENGINEER AND HIS/HER CONSULTANTS.
- THE CONTRACTOR SHALL INDEPENDENTLY REVIEW EXISTING SITE IMPROVEMENTS, UTILITIES, SOILS CONDITIONS, TOPOGRAPHY, VEGETATION, AND CONDITIONS THROUGHOUT THE SITE, AND ASSUME THE RISK OF COMPLETING THE WORK SET OUT ON THESE PLANS, REGARDLESS OF ROCK, WATER TABLE, EXISTING IMPROVEMENTS, OTHER CONDITIONS WHICH MAY BE ENCOUNTERED IN THE COURSE OF THE WORK.
- ANY DISCREPANCY DISCOVERED BY THE CONTRACTOR IN THESE PLANS, OR ANY FIELD CONDITIONS DISCOVERED BY THE CONTRACTOR THAT MAY DELAY OR OBSTRUCT THE PROPER COMPLETION OF THE WORK SHOWN HEREIN SHALL BE BROUGHT TO THE ATTENTION OF THE OWNER AND THE ENGINEER IMMEDIATELY UPON DISCOVERY. SAID NOTIFICATION SHALL BE IN WRITING.
- ALL UNDERGROUND IMPROVEMENTS SHALL BE INSTALLED TESTED AND APPROVED PRIOR TO PAVING.
- THE CONTRACTOR SHALL NOT BEGIN EXCAVATING UNTIL ALL EXISTING UTILITIES HAVE BEEN MARKED IN THE FIELD. THE CONTRACTOR SHALL NOTIFY EACH APPLICABLE ENTITY AT LEAST 48 HOURS PRIOR TO COMMENCING WORK. CALL UNDERGROUND SERVICE ALERT (USA) TWO WORKING DAYS BEFORE DIGGING AT (800) 227-2600.
- GRADING AND CONSTRUCTION CONTRACTORS SHALL STOP WORK AND NOTIFY THE OWNER AND THE ENGINEER IF CULTURAL RESOURCES ARE DISCOVERED DURING CONSTRUCTION.
- THE CONTRACTOR SHALL GIVE THE INSPECTOR 48 HOURS ADVANCE NOTICE OF ANY CONSTRUCTION OR REQUIRED TESTING.
- SHOULD THE CONTRACTOR OR ANY OF HIS AGENTS OR EMPLOYEES ENCOUNTER OR DISCOVER MATERIALS WHICH APPEAR TO BE HAZARDOUS DURING THE PERFORMANCE OF THE WORK, THE CONTRACTOR SHALL INFORM THE ENGINEER IMMEDIATELY AND SUSPEND WORK IN THE AFFECTED AREA UNTIL THE ENGINEER HAS INSPECTED THE LOCATION AND MATERIALS IN QUESTION. SHOULD IT BE NECESSARY TO UNDERTAKE REMEDIATION, THE ENGINEER WILL GIVE WRITTEN NOTICE TO SUSPEND WORK IN THE AFFECTED AREA UNTIL THE PROPER COURSE OF ACTION HAS BEEN DETERMINED. OPERATIONS IN THE AFFECTED AREA SHALL BE RESUMED ONLY UPON WRITTEN NOTICE BY THE ENGINEER.
- ALL SITE GRADING WILL BE INSPECTED BY THE ENGINEER. COMPACTION TESTING WILL BE CONDUCTED AFTER SUFFICIENT DENSITIES HAVE BEEN ACHIEVED IN THE CONTRACTOR'S OPINION. THE CONTRACTOR SHALL MAKE ALL REQUESTS FOR MATERIALS TESTING AT LEAST 48 HOURS IN ADVANCE. ANY SOILS THAT FAIL TO MEET THE REQUIRED COMPACTION LEVELS SHALL BE REMOVED, AND RECOMPACTED. ALL COSTS ASSOCIATED WITH ACHIEVING COMPACTION STANDARDS SHALL BE INCLUDED IN THE CONTRACTOR'S ORIGINAL BID.
- NO CHANGES OR MODIFICATIONS SHALL BE MADE TO THESE PLANS WITHOUT WRITTEN APPROVAL BY THE ENGINEER. THE ENGINEER PREPARING THESE PLANS WILL NOT BE RESPONSIBLE OR LIABLE FOR UNAUTHORIZED CHANGES TO AND USES OF THESE PLANS UNLESS APPROVED IN WRITING BY THE PREPARER OF THESE PLANS OR THE CITY ENGINEER.
- THE LOCATIONS OF CITY OF UKIAH ELECTRICAL FACILITIES, AT&T, CABLE, AND PACIFIC GAS & ELECTRIC UTILITIES SHOWN ON THE PLANS ARE BASED ON THE BEST AVAILABLE INFORMATION. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT HORIZONTAL LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AS PART OF THE COST OF THE PERFORMING WORK UNDER THIS CONTRACTOR, AND THE SHALL ADJUST THE DEPTH OF THE NEW UTILITIES TO CLEAR AS DIRECTED BY THE ENGINEER.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE IMMEDIATE OFF-SITE DISPOSAL OF ALL BITUMINOUS PAVEMENT, CONCRETE, REINFORCEMENT, AND SPOILS NOT NEEDED FOR BACKFILL AS REQUIRED BY THE ENGINEER AND PER THESE SPECIFICATIONS.
- THE CONTRACTOR SHALL MAINTAIN REASONABLE ACCESS TO ALL DRIVEWAYS AND SIDEWALKS DURING CONSTRUCTION.
- NO CONSTRUCTION SHALL COMMENCE WITHOUT PRIOR APPROVAL OF THE CITY OF UKIAH, DEPARTMENT OF PUBLIC WORKS.
- CONSTRUCTION MATERIALS AND EQUIPMENT SHALL BE NEW AND OF A QUALITY EQUAL TO THAT SPECIFIED OR APPROVED. WORK SHALL BE DONE AND COMPLETED IN A THOROUGH AND WORKMANLIKE MANNER.
- CONTRACTOR SHALL CONFINE HOURS OF CONSTRUCTION OPERATION TO 7 A.M. TO 7 P.M. MONDAY THRU FRIDAY, UNLESS OTHERWISE APPROVED BY THE ENGINEER.

EROSION CONTROL NOTES:

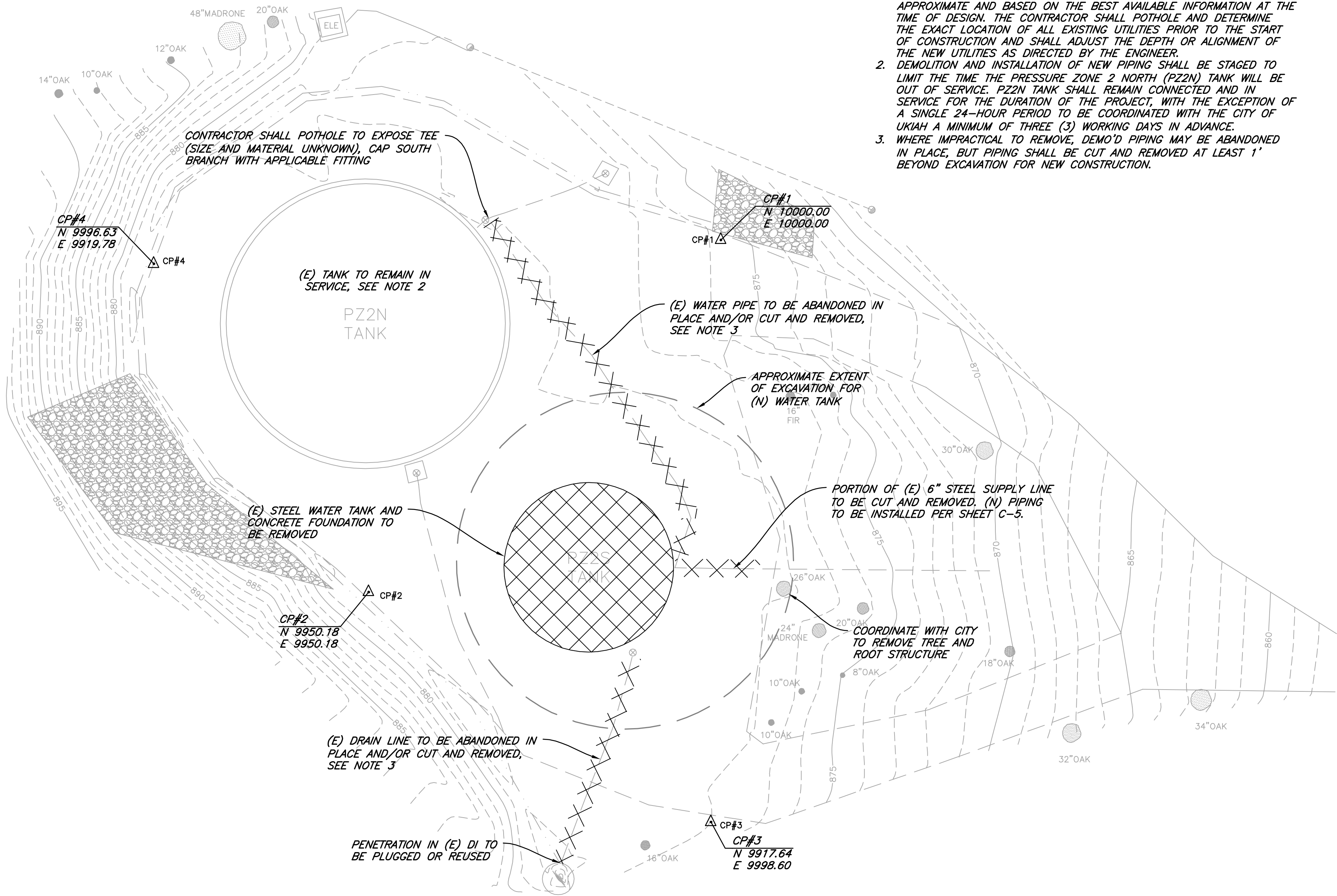
- BMP'S SHALL BE INSTALLED PRIOR TO ANY SITE DISTURBANCE AND MAINTAINED SUCH THAT NO VISIBLE SEDIMENT LEAVES THE SITE.
- TRACKING CONTROLS: ENTRANCE/EXIT BMP.
- PAVED AREAS AT THE ACCESS POINTS SHALL BE SWEEPED OR VACUUMED AS OFTEN AS EACH DAY TO ELIMINATE TRACKING SOIL AND DEBRIS BEYOND THE LIMITS OF THE PROJECT SITE. ANY SOILS AND/OR DEBRIS, ROCK, GRAVEL, ETC. TRACKED BEYOND THE LIMITS OF THE PROJECT SITE AS A RESULT OF THIS PROJECT SHALL BE REMOVED IMMEDIATELY.
- DISTURBED AREAS SHALL BE PROTECTED TO EXTENT PRACTICAL DURING CONSTRUCTION.
- STOCKPILE MANAGEMENT SHALL BE IMPLEMENTED.
- DISTURBED AREA SHALL BE STABILIZED AS SOON AS POSSIBLE.
- THE CONTRACTOR SHALL NOT ALLOW ANY CONSTRUCTION DEBRIS TO ENTER THE STORM DRAIN OR SANITARY SEWER SYSTEMS. THE CONTRACTOR SHALL INSTALL APPROVED PHYSICAL BARRIERS TO ENSURE THAT ALL DEBRIS IS CAPTURED AND REMOVED FROM SURFACE RUNOFF PRIOR TO RELEASING SITE RUNOFF.



SPECIFICATION NO. 20-02

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING 0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC. 335 S. MAIN ST. WILLITS, CA 95490 WWW.SHN-ENGR.COM 707-459-4518	
DSGN JGI DR SRH CHK LBW APVD	NO. 1 DATE 04/24/2020 GLASS FUSED TANK REVISION SRH BY
CITY OF UKIAH PZ25 WATER TANK REPLACEMENT UKIAH, CALIFORNIA PROJECT NOTES AND SPECIFICATIONS	
SHEET G-3	
SEQ 3	
DATE 02/2020	
PROJ. NO. 416086	

SAVED: 4/21/2020 5:00 PM SHEATH, PLOTTED: 4/22/2020 7:35 AM SAM R. HEATH
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NOTES:

- THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AND SHALL ADJUST THE DEPTH OR ALIGNMENT OF THE NEW UTILITIES AS DIRECTED BY THE ENGINEER.
- DEMOLITION AND INSTALLATION OF NEW PIPING SHALL BE STAGED TO LIMIT THE TIME THE PRESSURE ZONE 2 NORTH (PZ2N) TANK WILL BE OUT OF SERVICE. PZ2N TANK SHALL REMAIN CONNECTED AND IN SERVICE FOR THE DURATION OF THE PROJECT, WITH THE EXCEPTION OF A SINGLE 24-HOUR PERIOD TO BE COORDINATED WITH THE CITY OF UKIAH A MINIMUM OF THREE (3) WORKING DAYS IN ADVANCE.
- WHERE IMPRACTICAL TO REMOVE, DEMO'D PIPING MAY BE ABANDONED IN PLACE, BUT PIPING SHALL BE CUT AND REMOVED AT LEAST 1' BEYOND EXCAVATION FOR NEW CONSTRUCTION.

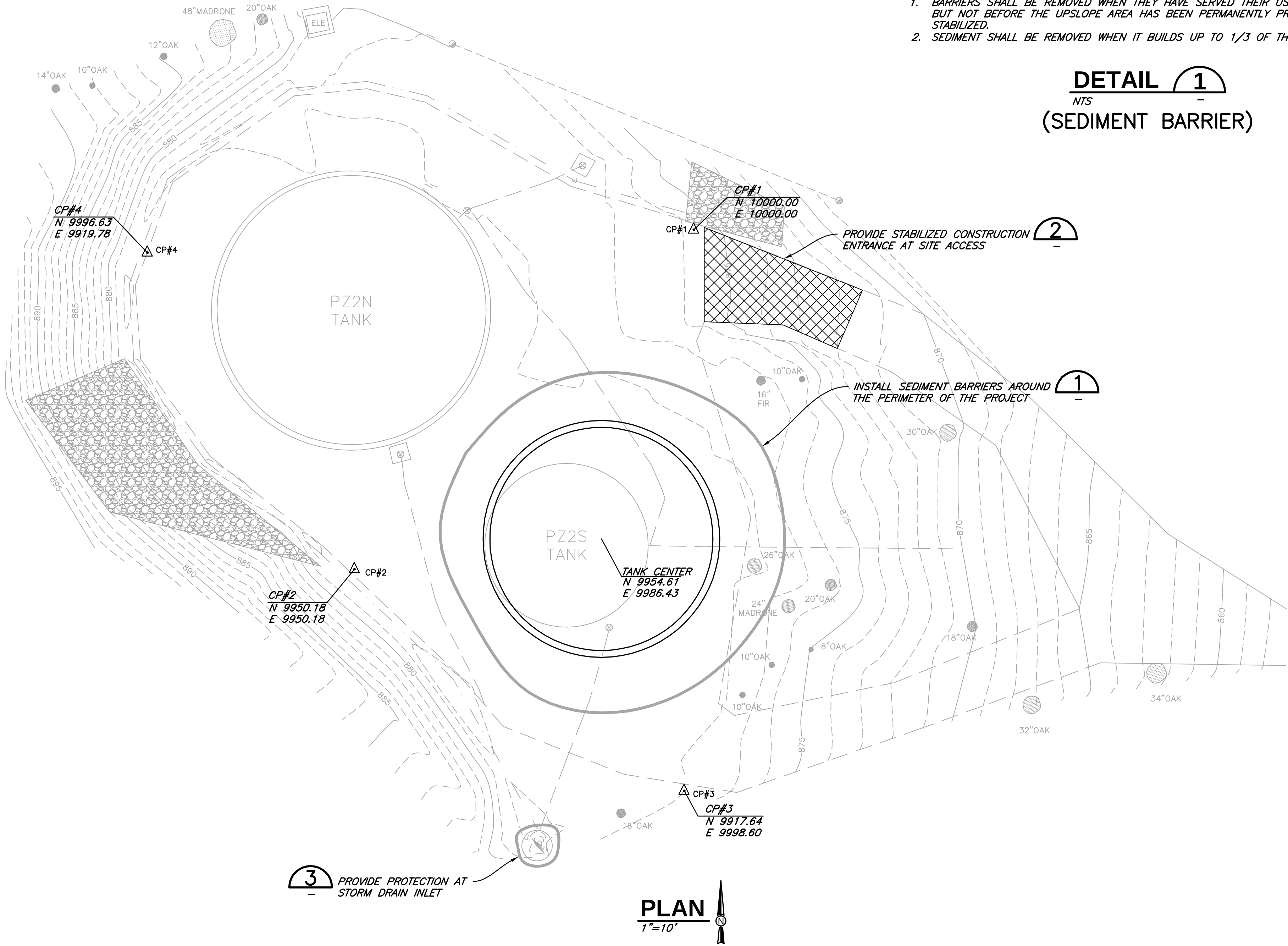
PLAN
 1"=10'



SPECIFICATION NO. 20-02

VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA 95490	
DSGN JGI DR SRH CHK LBW APVD	NO. 1 DATE 04/24/2020 REVISION GLASS FUSED TANK SRH BY
CITY OF UKIAH PZ2S WATER TANK REPLACEMENT UKIAH, CALIFORNIA DEMOLITION PLAN	
SHEET C-1	
SEQ 4	
DATE 02/2020	
PROJ. NO. 416086	

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NOTES FOR FIBER ROLL:

THE FIBER ROLL SHALL BE PURCHASED IN A CONTINUOUS ROLL CUT TO THE LENGTH OF THE BARRIER TO AVOID USE OF JOINTS. WHEN JOINTS ARE NECESSARY, FIBER ROLL SHALL BE SPLICED TOGETHER WITH A MINIMUM 6-INCH OVERLAP, AND BOTH ENDS SECURELY STAKED.

FIBER ROLLS SHALL BE SEATED IN A TRENCH 2-3 INCHES DEEP TO ENSURE DIRECT CONTACT OF THE FIBER ROLL WITH THE SOIL.

STAKES SHALL BE NO MORE THAN 6" FROM ENDS OF FIBER ROLL.

WHEN NO LONGER REQUIRED, SLIT FIBER ROLLS DOWN THE LENGTH OF THE NETTING, AND BROADCAST THE STRAW. GATHER NETTING AND PROPERLY DISPOSE OF.

FIBER ROLL SECTION

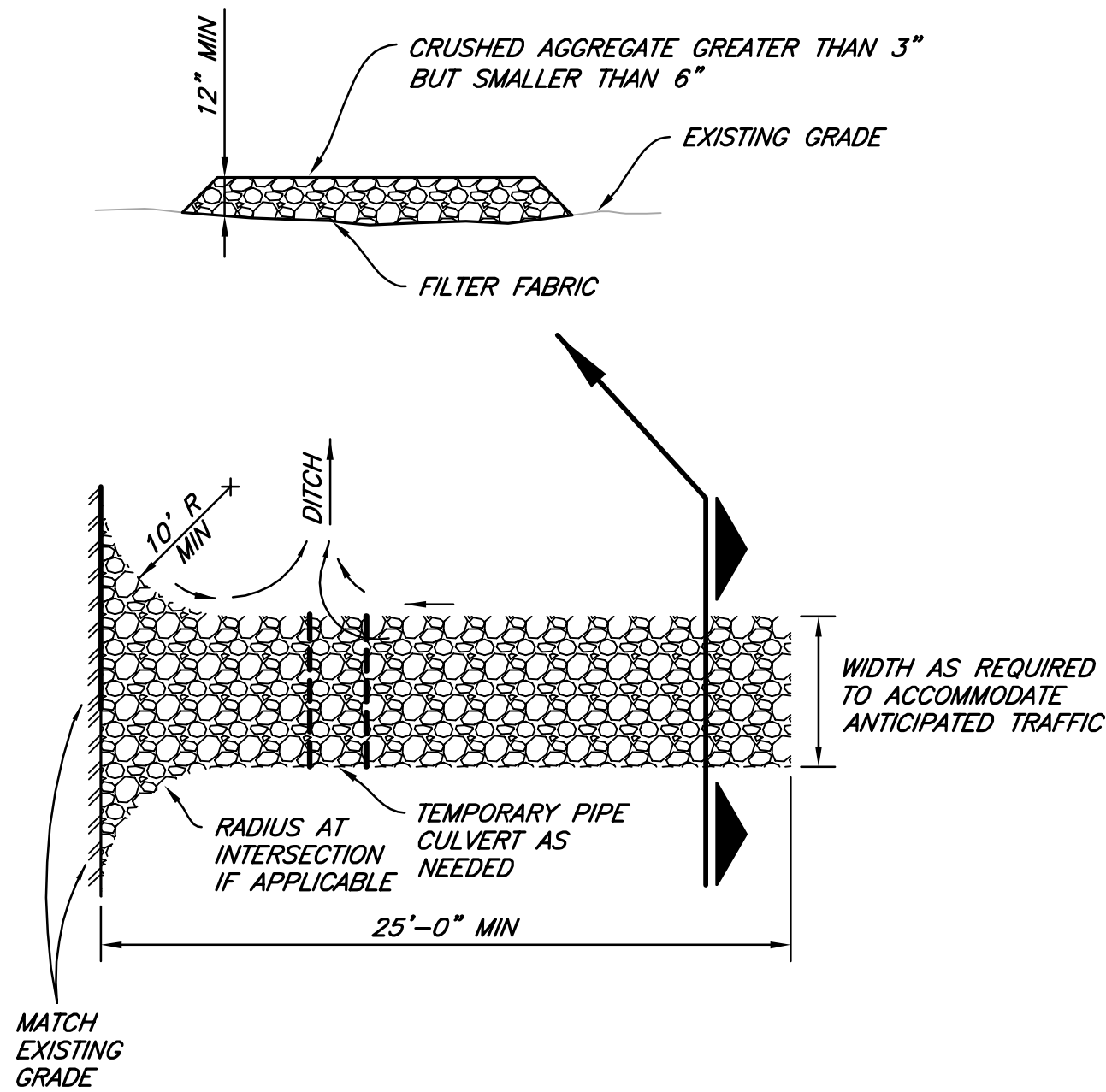
1" SQ WOOD STAKE SPACED 3-4' OC

6" 6" 12"

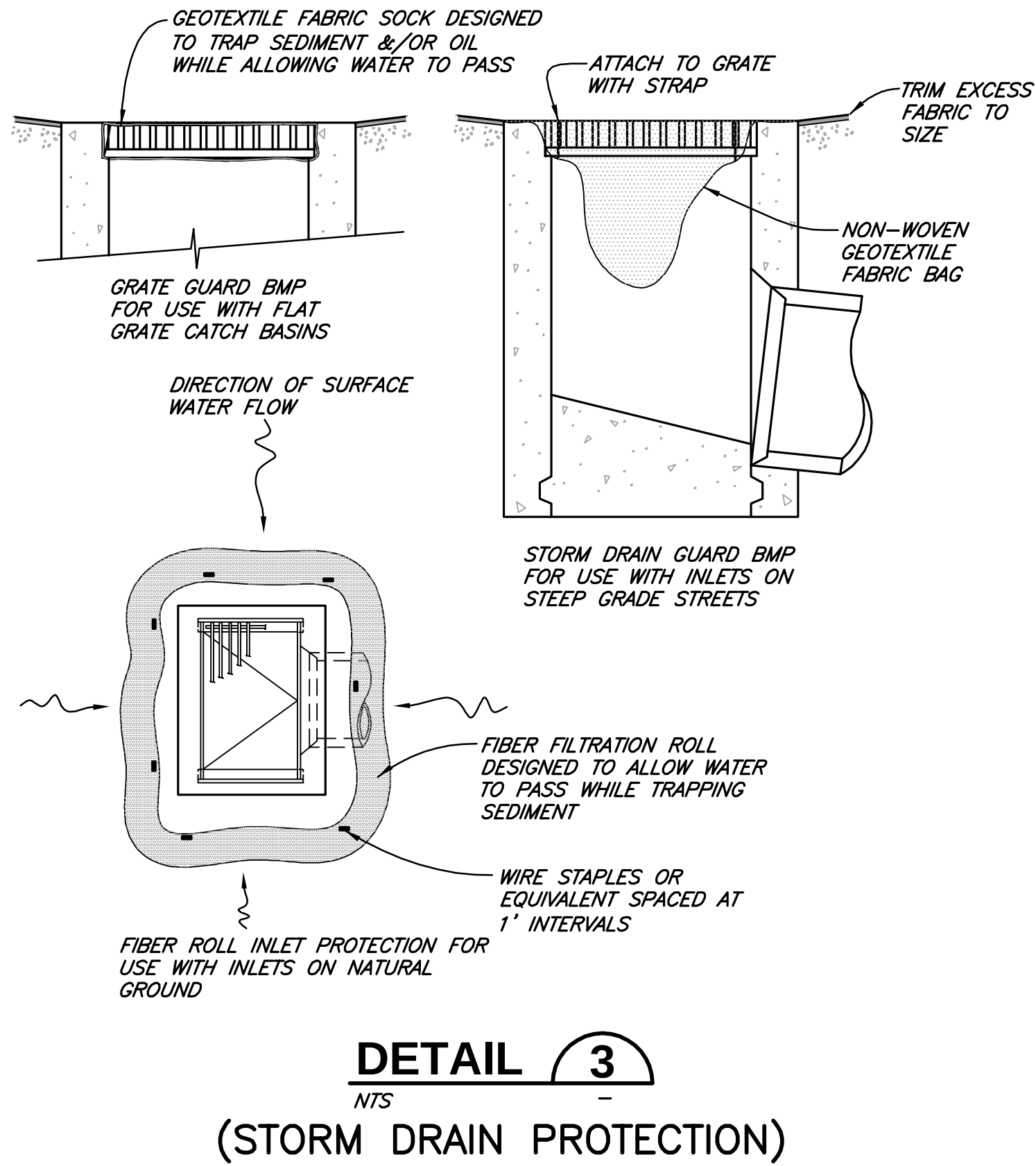
FLOW

- NOTES:**
- BARRIERS SHALL BE REMOVED WHEN THEY HAVE SERVED THEIR USEFUL PURPOSE, BUT NOT BEFORE THE UPSLOPE AREA HAS BEEN PERMANENTLY PROTECTED AND STABILIZED.
 - SEDIMENT SHALL BE REMOVED WHEN IT BUILDS UP TO 1/3 OF THE BARRIER HEIGHT.

DETAIL 1
NTS
(SEDIMENT BARRIER)



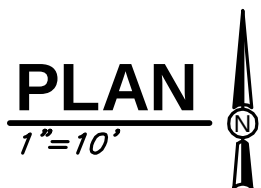
DETAIL 2
NTS
(STABILIZED CONSTRUCTION ENTRANCE)



SPECIFICATION NO. 20-02

VERIFY SCALES		BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY	
CONSULTING ENGINEERS & GEOLOGISTS, INC.		WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA 95490 707-459-4518	
DSGN	JGI	SRH	BY
DR	SRH	GLASS FUSED TANK	REVISION
CHK	LBW	04/24/2020	DATE
APVD		1	NO.
CITY OF UKIAH		EROSION CONTROL PLAN	
PZ2S WATER TANK REPLACEMENT		SHEET C-2	
UKIAH, CALIFORNIA		SEQ 5	
		DATE 02/2020	
		PROJ. NO. 416086	

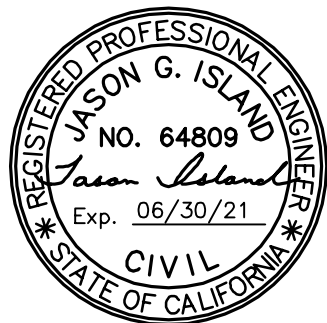
willits	projects	2016	416086-PZ2SWTUKiah	Dwgs	416086-CIVIL.dwg
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IN AREAS WHERE CRUSHED ROCK COVERS THE EXISTING GROUND SURFACE, CRUSHED ROCK SHALL BE REPLACED IN KIND FOLLOWING COMPLETION OF CONSTRUCTION.

1. HORIZONTAL DATUM: ASSUMED AT CONTROL POINT #1
N=10,000.00 E=10,000.00
2. VERTICAL DATUM: 878.7' PER THE PLANS FOR THE CITY OF UKIAH
PUBLIC UTILITIES DISTRIBUTION SYSTEM WATER STORAGE
EXPANSION PROJECT, PREPARED BY SPH ASSOCIATES CONSULTING
ENGINEERS, DATED APRIL, 2004. ALL POINTS ELEVATED AT POINT
1104 -4,124.19' TO MATCH THE EXISTING TANK FLOOR.
3. UNDERGROUND UTILITY INFORMATION SHOWN IS BASED ON VISIBLE
EVIDENCE. SHN MAKES NO GUARANTEE REGARDING LOCATION, TYPE,
SIZE, NOR PRESENCE OR ABSENCE OF UNDERGROUND UTILITIES.
IRRIGATION SYSTEM NOT MAPPED.
4. OVERHEAD LINES OFF OF THE PROJECT SITE ARE NOT FULLY
MAPPED. INFORMATION SHOWN IS BASED ON VISIBLE EVIDENCE.
NO MAPPING OBTAINED FOR PHONE AND CABLE TELEVISION
FACILITIES. PHONE AND CABLE TELEVISION LINE LOCATIONS NOT
VERIFIED.
5. ALL TREES SURVEYED WERE DECIDUOUS UNLESS NOTED
OTHERWISE. INDIVIDUAL TRUNKS IN TREE CLUSTERS NOT SHOWN.

SURVEY CONTROL				
POINT#	NORTHING	EASTING	ELEVATION	DESCRIPTION
1	10000.00	10000.00	875.80	60DS
2	9950.18	9950.18	878.20	60DS
3	9917.64	9986.60	878.13	60DS
4	9996.63	9919.78	878.12	60DS



SPECIFICATION NO. 20-02

**CONSULTING ENGINEERS
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WILLITS, CA. 95490

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MS

BY SRH

GLASS FUSED TANK	
REVISION	

04/24/2020	DATE
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NO.	1
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DSGN	JGI
DR	SRH
CHK	LBW
APVD	

CITY OF UKIAH
PZ2S WATER TANK REPLACEMENT
UKIAH, CALIFORNIA

SITE PLAN

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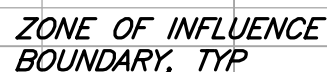
SHEET
C-3

SEQ	6
DATE	00 10 00

DATE 02/2020

PROJ. NO.
416086

willits projects 2016 416086-PZ2SWTUKiah Dwgs 416086-CIVIL.dwg



SCALE: 1"=5' H&V



CITY OF UKIAH
PZ2S WATER TANK REPLACEMENT
UKIAH, CALIFORNIA

CITY OF UKIAH
22S WATER TANK REPLACEMENT
UKIAH, CALIFORNIA

GRADING SECTION

SEQ	7
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PROJ. NO.

416086

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SEQ	7
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02/2020
PROJ. NO.

VERIFY SCALES

1" BAR IS ONE INCH ON ORIGINAL DRAWING

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IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

**CONSULTING ENGINEERS
& GEOLOGISTS, INC.**

335 S. MAIN ST.
WILLITS, CA. 95490

WWW.SHN-ENGR.COM
707-459-4518



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4/24/2014
DFANO. 1

JG	SRH	LBW
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WATER-UPRAID

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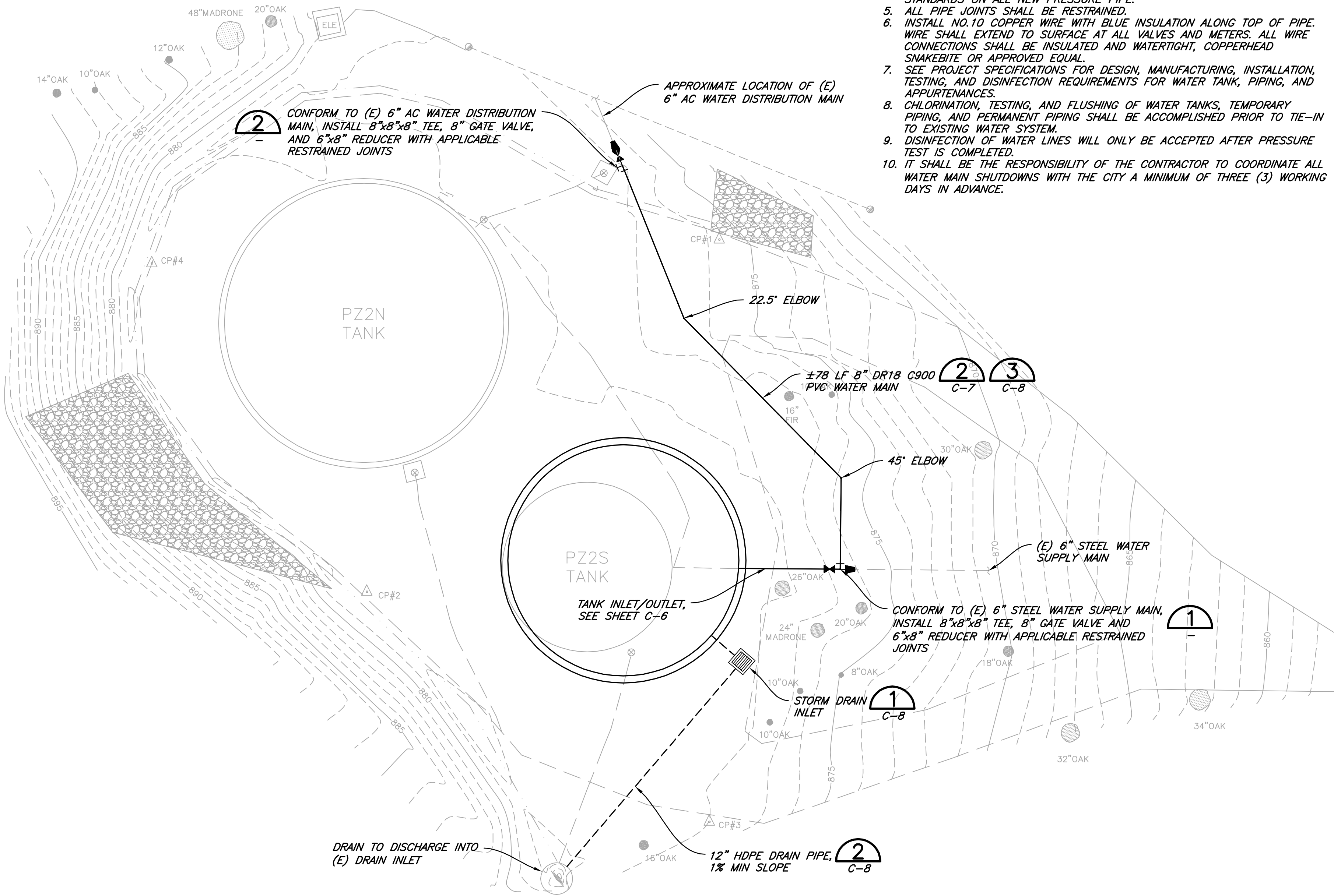
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C-4

DATE 02/2020

416000

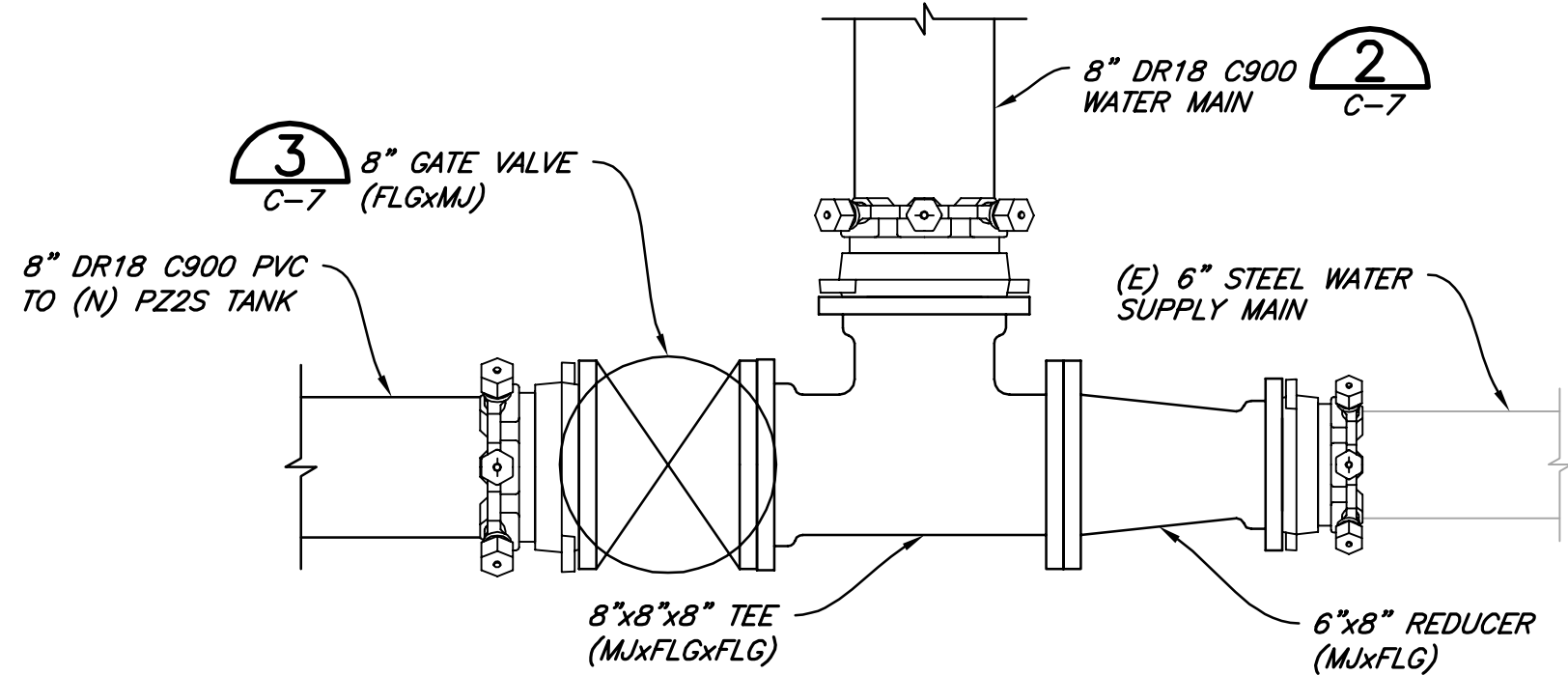
Page 11



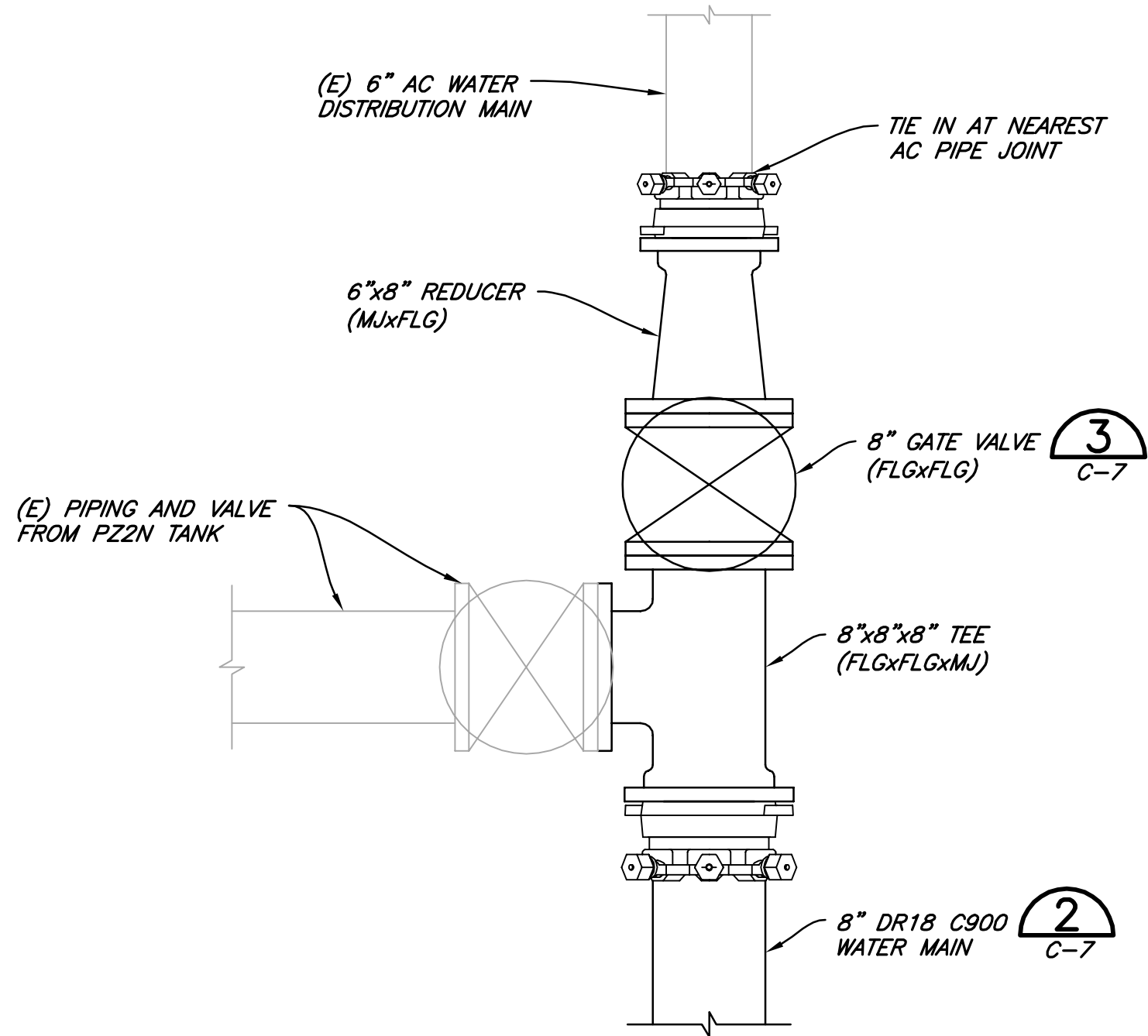
PLAN
 1"=10'

NOTES:

1. THE LOCATIONS OF EXISTING UTILITIES SHOWN ON THE PLANS ARE APPROXIMATE AND BASED ON THE BEST AVAILABLE INFORMATION AT THE TIME OF DESIGN. THE CONTRACTOR SHALL POTHOLE AND DETERMINE THE EXACT LOCATION OF ALL EXISTING UTILITIES PRIOR TO THE START OF CONSTRUCTION AND THE SHALL ADJUST THE DEPTH OR ALIGNMENT OF THE NEW UTILITIES TO CLEAR AS DIRECTED BY THE ENGINEER.
2. NO HYDRAULIC ANALYSIS OF THE SYSTEM WAS PERFORMED BEYOND THE LIMIT OF WORK FOR THIS PROJECT.
3. CONNECTIONS BETWEEN NEW AND EXISTING PIPE SHALL BE MADE USING RESTRAINED JOINT FITTINGS APPROPRIATE FOR THE PIPE MATERIALS, SIZES, AND WALL THICKNESSES OF THE RESPECTIVE PIPES.
4. THRUST BLOCKING SHALL BE INSTALLED IN ACCORDANCE WITH CITY STANDARDS ON ALL NEW PRESSURE PIPE.
5. ALL PIPE JOINTS SHALL BE RESTRAINED.
6. INSTALL NO.10 COPPER WIRE WITH BLUE INSULATION ALONG TOP OF PIPE. WIRE SHALL EXTEND TO SURFACE AT ALL VALVES AND METERS. ALL WIRE CONNECTIONS SHALL BE INSULATED AND WATERTIGHT, COPPERHEAD SNAKEBITE OR APPROVED EQUAL.
7. SEE PROJECT SPECIFICATIONS FOR DESIGN, MANUFACTURING, INSTALLATION, TESTING, AND DISINFECTION REQUIREMENTS FOR WATER TANK, PIPING, AND APPURTENANCES.
8. CHLORINATION, TESTING, AND FLUSHING OF WATER TANKS, TEMPORARY PIPING, AND PERMANENT PIPING SHALL BE ACCOMPLISHED PRIOR TO TIE-IN TO EXISTING WATER SYSTEM.
9. DISINFECTION OF WATER LINES WILL ONLY BE ACCEPTED AFTER PRESSURE TEST IS COMPLETED.
10. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO COORDINATE ALL WATER MAIN SHUTDOWNS WITH THE CITY A MINIMUM OF THREE (3) WORKING DAYS IN ADVANCE.



DETAIL 1
 NTS
 (SUPPLY MAIN CONNECTION)



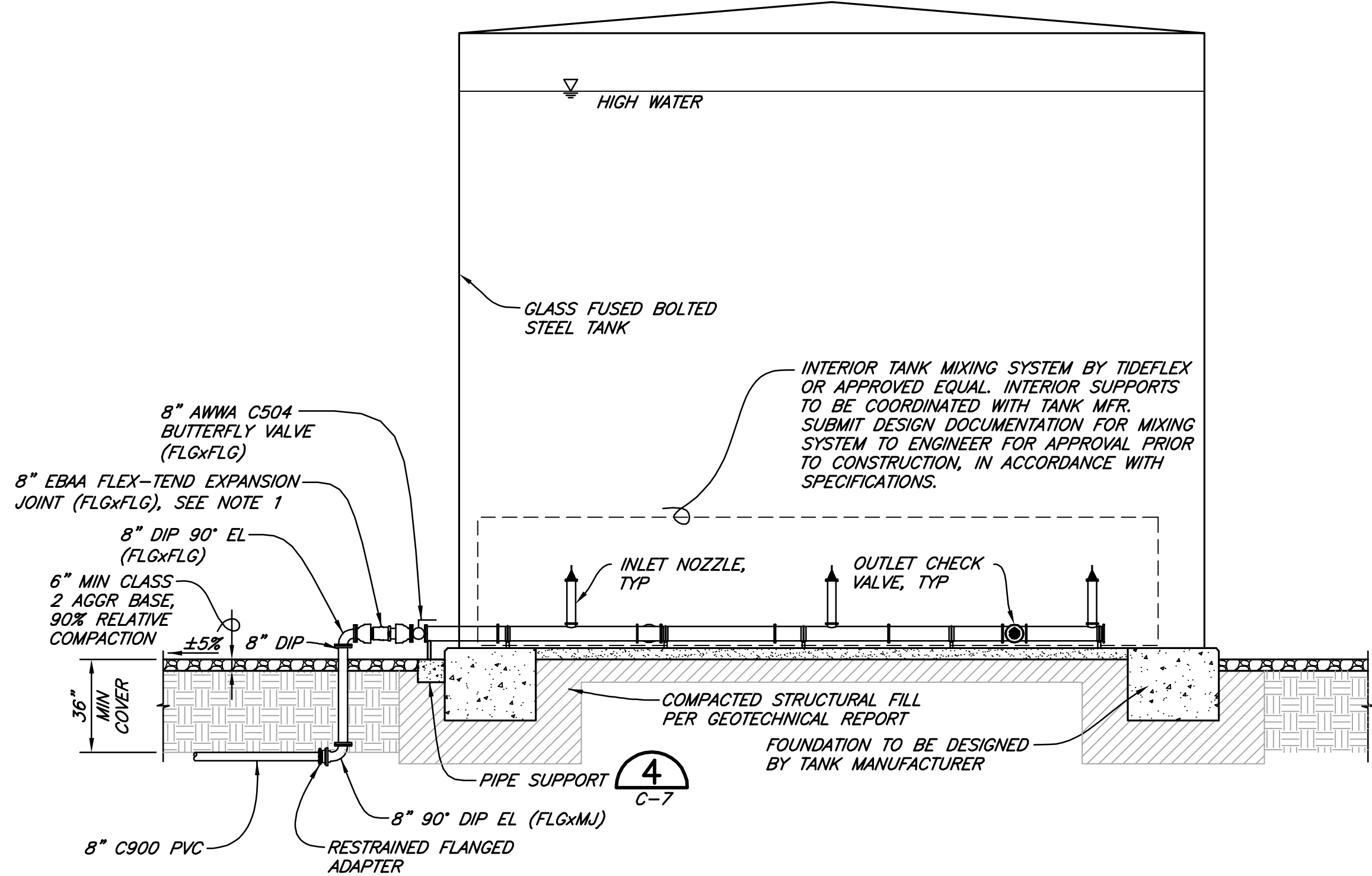
DETAIL 2
 NTS
 (DISTRIBUTION MAIN CONNECTION)



SPECIFICATION NO. 20-02

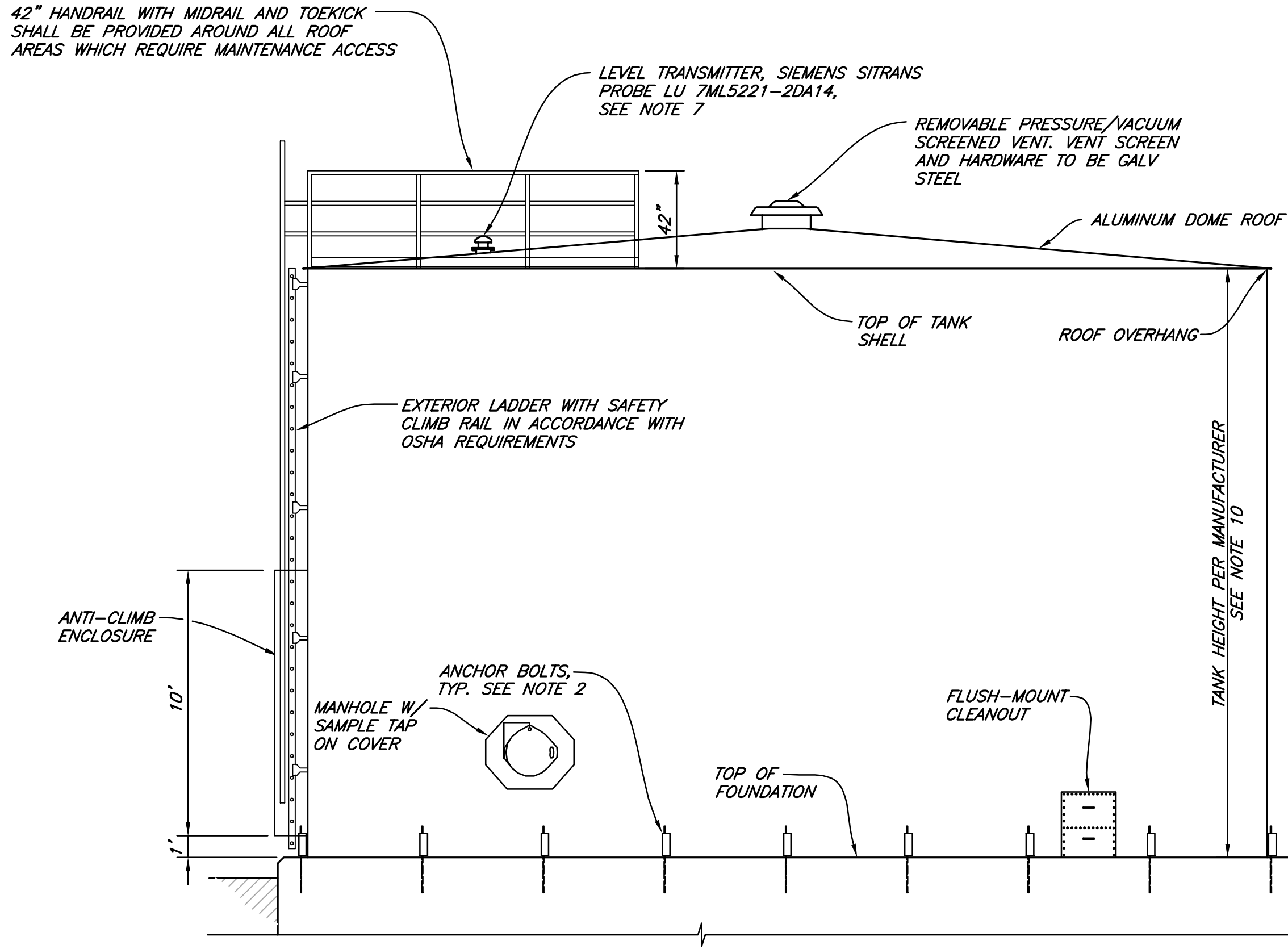
VERIFY SCALES BAR IS ONE INCH ON ORIGINAL DRAWING IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY				CONSULTING ENGINEERS & GEOLOGISTS, INC. WWW.SHN-ENGR.COM 335 S. MAIN ST. WILLITS, CA 95490 707-459-4518			
DSGN	JGI	DR	SRH	CHK	LBW	APVD	
CITY OF UKIAH PZ2S WATER TANK REPLACEMENT UKIAH, CALIFORNIA				YARD PIPING PLAN			
SHEET				C-5			
SEQ				8			
DATE				02/2020			
PROJ. NO.				416086			
SRH				BY			
GLASS FUSED TANK				REVISION			
04/24/2020				DATE			
1				NO.			

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INLET/OUTLET STRUCTURE

NTS

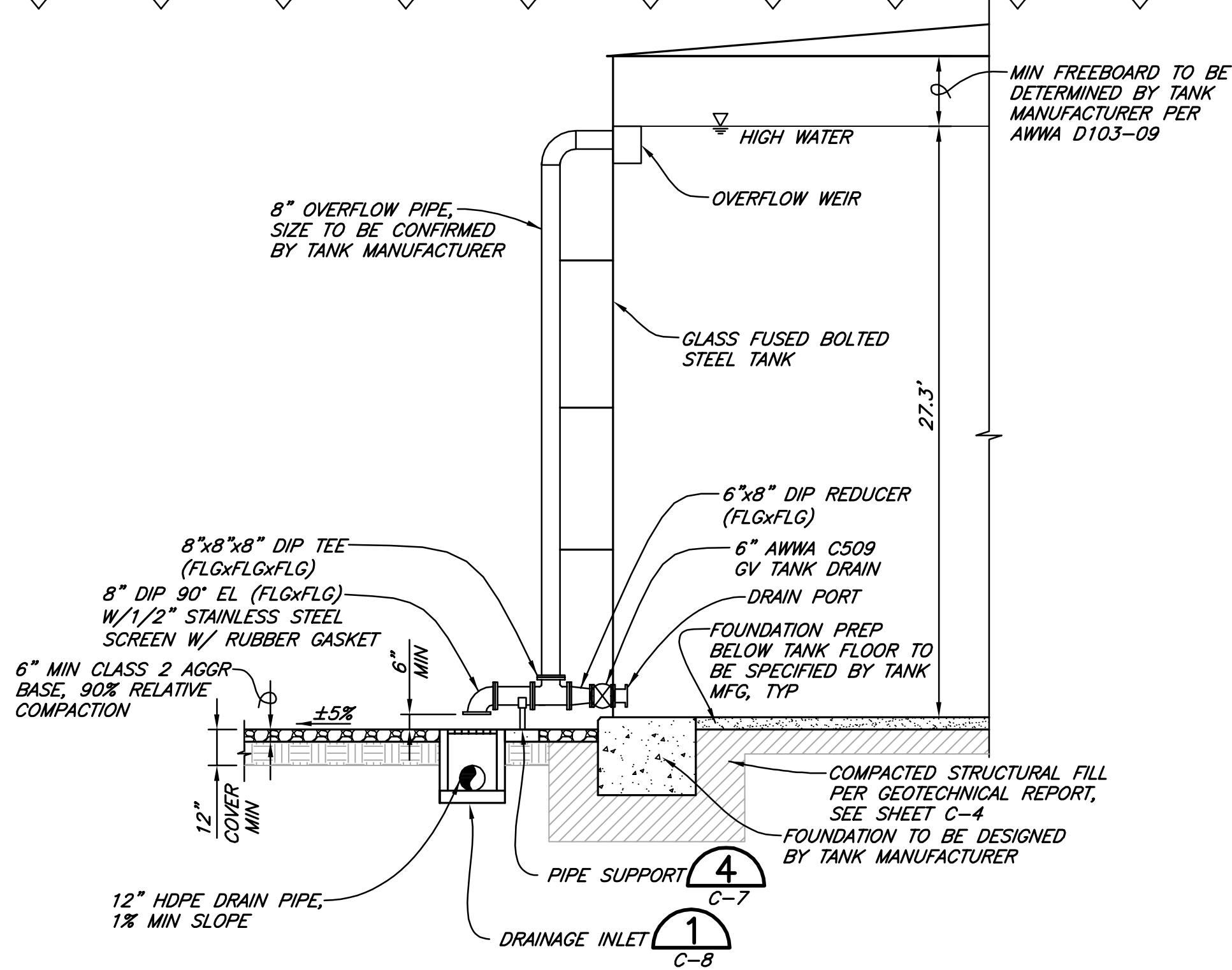


TANK ELEVATION

NTS

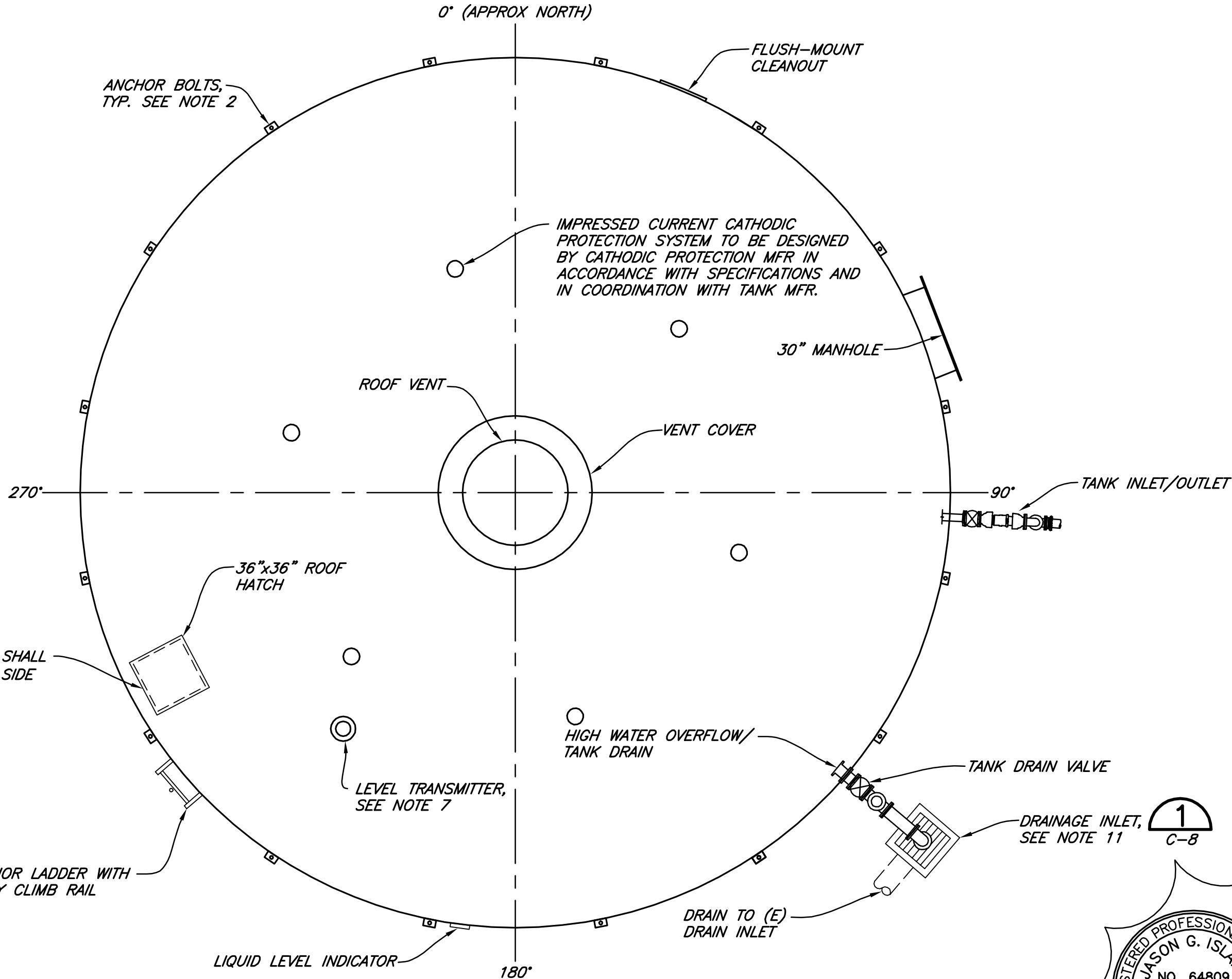
NOTES:

1. ALL PIPING CONNECTIONS SHALL HAVE ADEQUATE CAPACITY TO ACCOMMODATE CALCULATED DISPLACEMENTS DUE TO SEISMIC LOADS, IN ACCORDANCE WITH AWWA D103-09. PIPING CONNECTIONS SHOWN ON THESE PLANS REPRESENT MINIMUM REQUIREMENTS AND SHOULD BE MODIFIED IN COORDINATION WITH THE ENGINEER IF IT IS DETERMINED BY THE TANK MANUFACTURER THAT ADDITIONAL DISPLACEMENT CAPACITY IS NEEDED.
2. THE SIZE AND NUMBER OF ANCHOR BOLTS SHALL BE DETERMINED BY TANK MANUFACTURER'S ENGINEER.
3. TANK MANUFACTURER SHALL COORDINATE WITH THE CATHODIC PROTECTION SYSTEM MANUFACTURER.
4. FINAL LOCATION OF TANK APPURTENANCES TO BE DETERMINED IN THE FIELD.
5. ALL EXTERIOR PIPES AND PIPE SUPPORTS SHALL BE COATED WITH TANK EXTERIOR COATING SYSTEM.
6. TANK BOTTOM TO BE VACUUM TESTED PRIOR TO FILLING WITH WATER.
7. LEVEL TRANSMITTER MOUNTING SHALL BE COORDINATED WITH TANK MANUFACTURER. TRANSMITTER AND MOUNTING HARDWARE SHALL BE COMPATIBLE WITH ROOF MATERIALS TO AVOID CORROSION DUE TO DISSIMILAR METALS. INTERFIE OF LEVEL TRANSMITTER WITH EXISTING CONTROLS TO BE COORDINATED WITH CITY.
8. EXTERIOR LADDER AND GUARDRAIL TO BE GALVANIZED STEEL. LADDER, PLATFORM, HANDRAIL, AND FALL PROTECTION SHALL COMPLY WITH OSHA REQUIREMENTS. NO HYDRAULIC ANALYSIS OF THE WATER SYSTEM WAS PERFORMED BEYOND THE LIMITS OF WORK FOR THIS PROJECT.
10. TANK HEIGHT TO BE DETERMINED BY TANK MANUFACTURER BASED ON HIGH WATER ELEVATION AND MINIMUM FREEBOARD IN ACCORDANCE WITH PROJECT SPECIFICATIONS.
11. SUPPLY MAT OR SOCK WITH 20 DECHLORINATION TABLETS (LPD-CHLOR OR VITA-D-CHLOR) IN THE TANK OVERFLOW DRAIN INLET STRUCTURE.



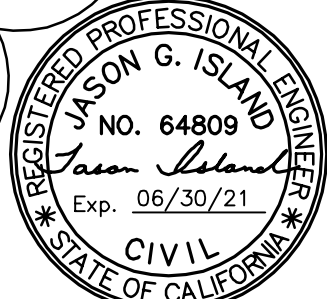
HIGH WATER OVERFLOW/TANK DRAIN

NTS



PLAN

NTS



SPECIFICATION NO. 20-02

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DSGN	JGI	DR	SRH	CHK	LBW
APVD					
CITY OF UKIAH		PZ25 WATER TANK REPLACEMENT		UKIAH, CALIFORNIA	
SHEET		C-6		SEQ 9	
DATE		02/2020		PROJ. NO.	
NO.		04/24/2020		DATE	
SRH		GLASS FUSED TANK		REVISION	
BY					
TANK DETAILS					
416086					

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WATER CONSTRUCTION NOTES

- ALL CONSTRUCTION SHALL CONFORM TO THE CITY OF UKIAH SPECIFICATION, CITY OF UKIAH STANDARD DRAWINGS, CALIFORNIA PLUMBING CODE (LATEST EDITION) AND AWWA STANDARDS.
- THE CONTRACTOR SHALL PROVIDE, PROCURE AND PAY FOR ALL PERMITS REQUIRED TO CARRY ON AND COMPLETE THE WORK. THESE INCLUDE, BUT NOT LIMITED TO, ENCROACHMENT PERMITS, INSPECTION FEES, BUSINESS LICENSE, VALID AND PROPER CONTRACTOR'S LICENSE. ENCROACHMENT PERMITS MUST BE LOCATED ON THE JOB SITE DURING WHICH TIME CONTRACTOR IS WORKING THERE.
- CONTRACTOR SHALL NOTIFY UNDERGROUND SERVICE ALERT (U.S.A.) TWO (2) WORKING DAYS PRIOR TO ANY EXCAVATION. DIAL (TOLL FREE) 1-800-227-2600.
- ALL CONNECTIONS TO LIVE WATER MAINS SHALL BE MADE BY CITY FORCES, AT DEVELOPER'S EXPENSE.
- CONSTRUCTION MATERIAL AND EQUIPMENT SHALL BE NEW AND OF A QUALITY EQUAL TO THAT SPECIFIED OR APPROVED. WORK SHALL BE DONE AND COMPLETED IN A THOROUGH AND WORKMANLIKE MANNER.

WHENEVER ANY MATERIAL OR EQUIPMENT IS INDICATED OR SPECIFIED BY PATENT OR PROPRIETARY NAME OR BY THE NAME OF THE MANUFACTURER, SUCH SPECIFICATION SHALL BE CONSIDERED AS DESCRIBING THE MATERIAL OR EQUIPMENT DESIRED AND SHALL BE FOLLOWED BY THE WORDS "OR APPROVED EQUAL". THE CONTRACTOR MAY OFFER ANY MATERIAL OR EQUIPMENT WHICH SHALL BE EQUAL IN EVERY RESPECT TO THAT SPECIFIED; PROVIDED, THAT WRITTEN APPROVAL FIRST IS OBTAINED FROM THE CITY ENGINEER.

- AT THE LOCATION OF EACH WATER AND SEWER SERVICE LATERAL, THE LETTERS "W" FOR WATER AND "S" FOR SEWER SHALL BE INSCRIBED INTO THE FACE OF THE CURB. THE LETTERS "W" AND "S" SHALL BE 4" HIGH AND COMPLETELY LEGIBLE.
- METER BOXES AND VAULTS SHALL BE LOCATED OUT OF TRAFFIC LOADING AREAS WHENEVER POSSIBLE AND SET SO THAT THE READING LIDS ARE ALIGNED OVER THE METER REGISTERS AS CLOSELY AS POSSIBLE.

CITY OF UKIAH

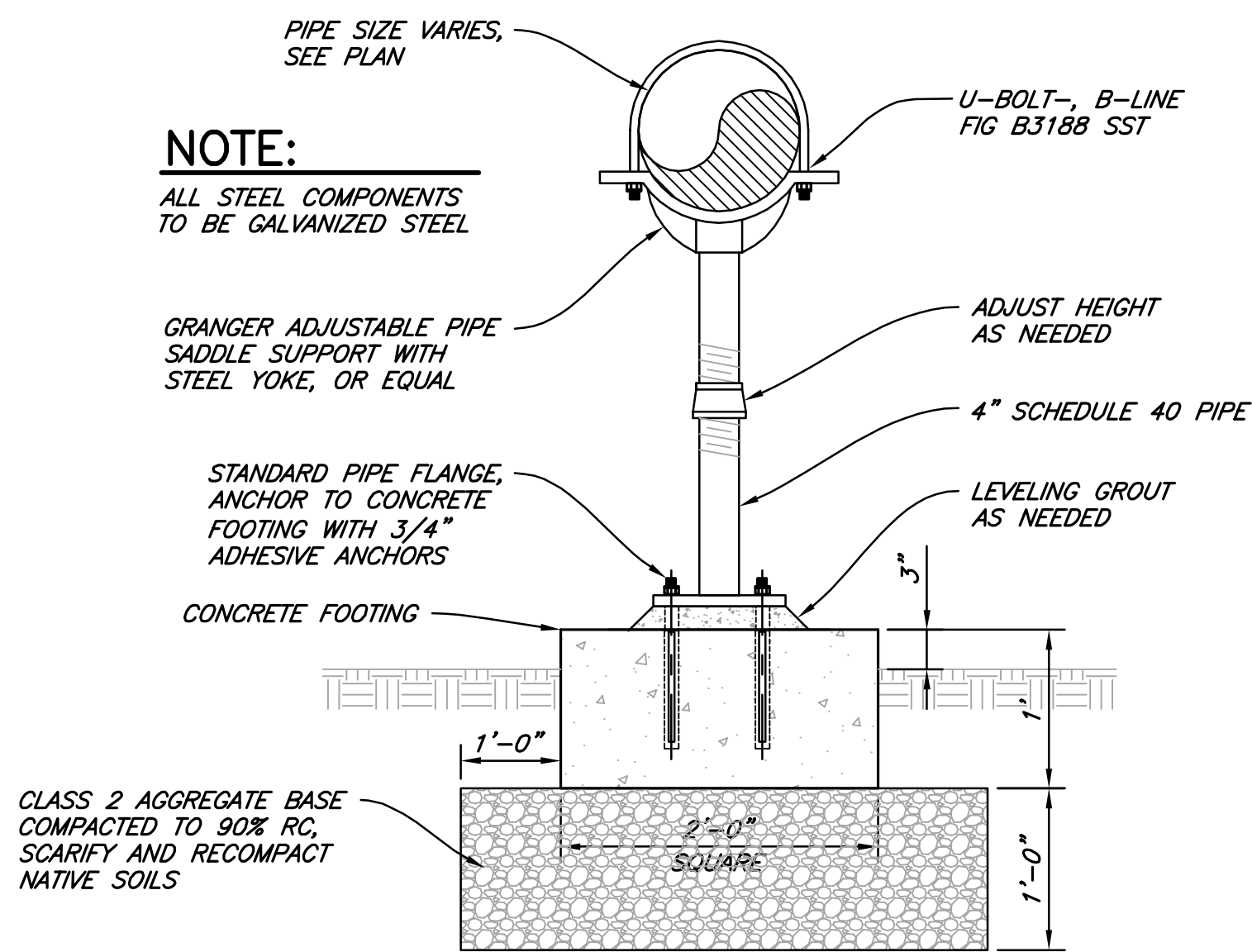
WATER CONSTRUCTION NOTES

SCALE: DRAWN BY: DATE: 3/19/00 DRAWING NO. 300
APPROVED BY: *B. Butcher*

DETAIL 1

NTS

(CITY STANDARD NOTES)



DETAIL 4

NTS

C-6

(PIPE SUPPORT)

TRENCH IN STREET

RIGHT OF WAY

EXISTING PAVING

PAVEMENT: TYPE B-1/2" MEDIUM ASPHALT CONCRETE VERTICAL SAWCUT, TACK EDGES WITH ASPHALTIC EMULSION RS-1 CLASS II AGGREGATE BASE SECTION TO MATCH EXISTING OR 12" MIN. WHICH EVER IS GREATER 95% RELATIVE COMPACTION.

STREETS UNDER CONSTRUCTION

SEE NOTE 4

SUBGRADE

TRENCH BACKFILL (SEE NOTE 5)

UNPAVED AREAS

CLASS II AGGREGATE BASE UP TO FINISH GRADE, PLACE TRENCH BACKFILL PER NOTE 5

TRENCH OUTSIDE STREET

RIGHT OF WAY

PAVEMENT THICKNESS SHALL BE THE THICKNESS OF THE EXISTING PAVEMENT PLUS 1" OR 3" TOTAL THICKNESS, WHICHEVER IS GREATER.

UNIMPROVED AREAS

30" NATIVE MATERIAL (SEE NOTE 6)

NATIVE OR IMPORT MATERIAL 90% RELATIVE COMPACTION

IMPROVED AREAS

TRENCH BACKFILL (SEE NOTE 5)

PIPE BEDDING (SEE NOTE 7)

WATER PIPE

PROVIDE DRAIN ROCK FOR UNSTABLE TRENCH (SEE NOTE 3)

NOTES:

- When excavation is in rocky ground, use the greater of 1/4 pipe o.d. or 4" minimum.
- For 18" diameter pipe or less, use 6" minimum, 9" maximum; for greater than 18" dia. use 9" minimum, 12" maximum.
- For unstable trench provide drain rock for width of trench, depth as specified on the improvement plans or by the engineer.
- New street section per improvement plans.
- Trench backfill, 95% relative compaction: within 30" of finish grade. Remaining backfill, 90% relative compaction.

Sieve size	% passing
3/4"	95 %
No. 4	65 % min.
No. 100	15 % max
- Backfill with native material removed from upper 30", 85% relative compaction.
- Pipe bedding, 90% relative compaction.

Sieve size	% passing
3/4"	95 - 100 %
No. 4	56 - 100 %
- Compaction: hand and mechanical tamping in 8" maximum lifts.

REVISED: 2/25/99

CITY OF UKIAH

TRENCH DETAIL FOR WATER LINE

Scale: no scale Drawn By: ML Approved By: 4/03 Drawing No. 320
Date: 2/20/87 Revised: R. Padoncello

DETAIL 2

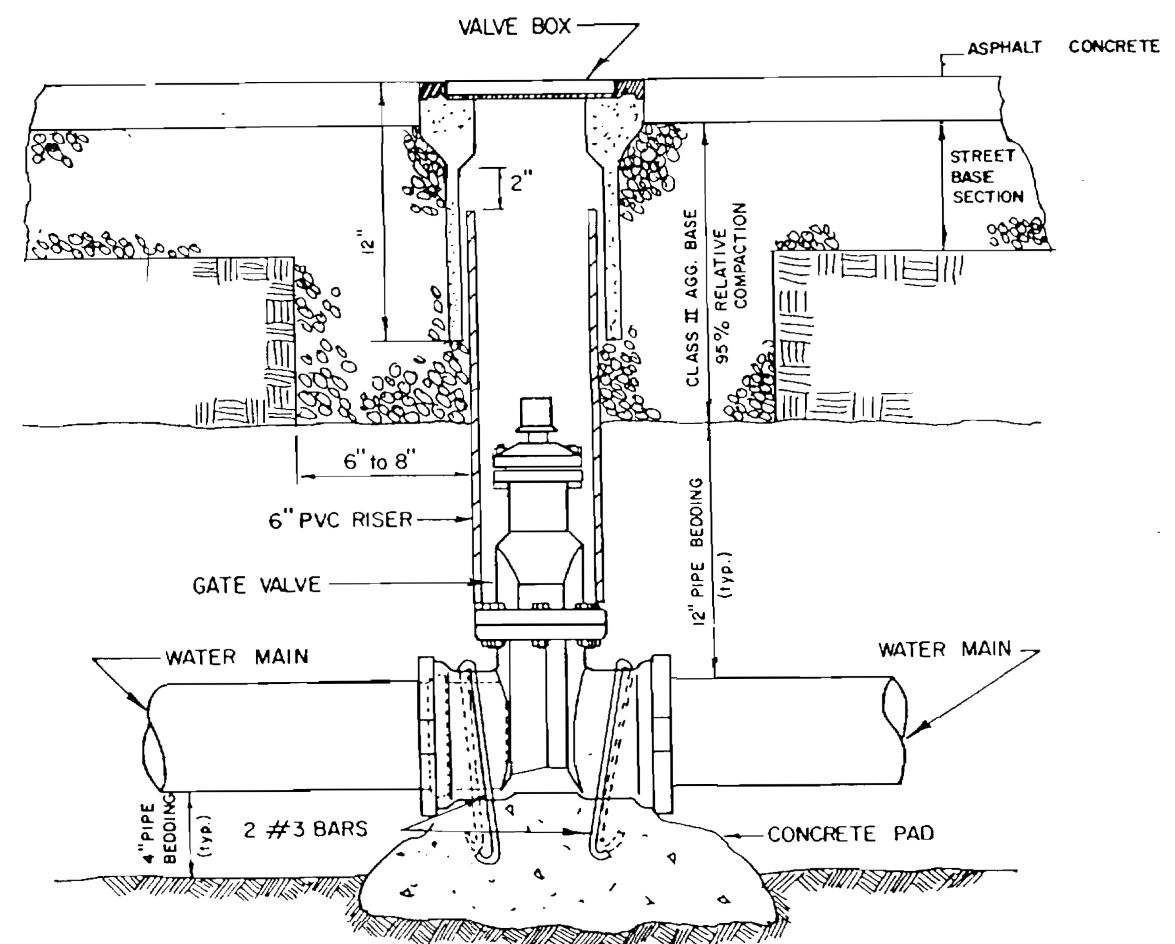
NTS

C-5

(WATER LINE TRENCH)

NOTES

- GATE VALVES SHALL BE OF THE TYPE, RESILIENT SEAT WITH MODIFIED WEDGE, AND SHALL MEET AWWA 509-87 STANDARD. USE AMERICAN DARLING CRS OR APPROVED EQUAL.
- VALVE BOXES SHALL BE SET FLUSH WITH FINISH STREET GRADE. BOX COVER SHALL INDICATE "WATER" ON TOP. VALVE BOXES SHALL BE CHRISTY G-5, OR APPROVED EQUAL.
- VALVE CONNECTIONS SHALL BE PUSH-ON WHEN USING AWWA C900 PVC PIPE. CONNECTIONS SHALL BE MECHANICAL JOINT FOR PIPE OTHER THAN PVC.



CITY OF UKIAH

GATE VALVE AND VALVE BOX DETAIL

NO SCALE Drawn By: 4/88 Approved By: R. Padoncello Drawing No. 307

DETAIL 3

NTS

C-5

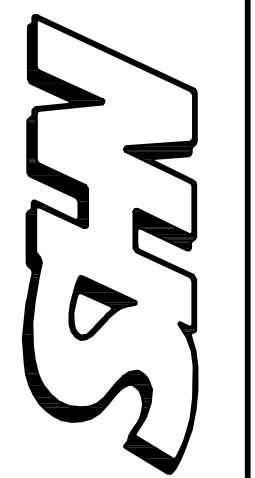
(GATE VALVE INSTALLATION)



SPECIFICATION NO. 20-02

VERIFY SCALES
BAR IS ONE INCH ON ORIGINAL DRAWING
0 1" IF NOT ONE INCH ON THIS SHEET, ADJUST SCALES ACCORDINGLY

CONSULTING ENGINEERS & GEOLOGISTS, INC.
WWW.SHN-ENGR.COM
335 S. MAIN ST.
WILLITS, CA 95490
707-459-4518



SRH BY

GLASS FUSED TANK

REVISION

DATE

NO.

04/24/2020

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

NO.

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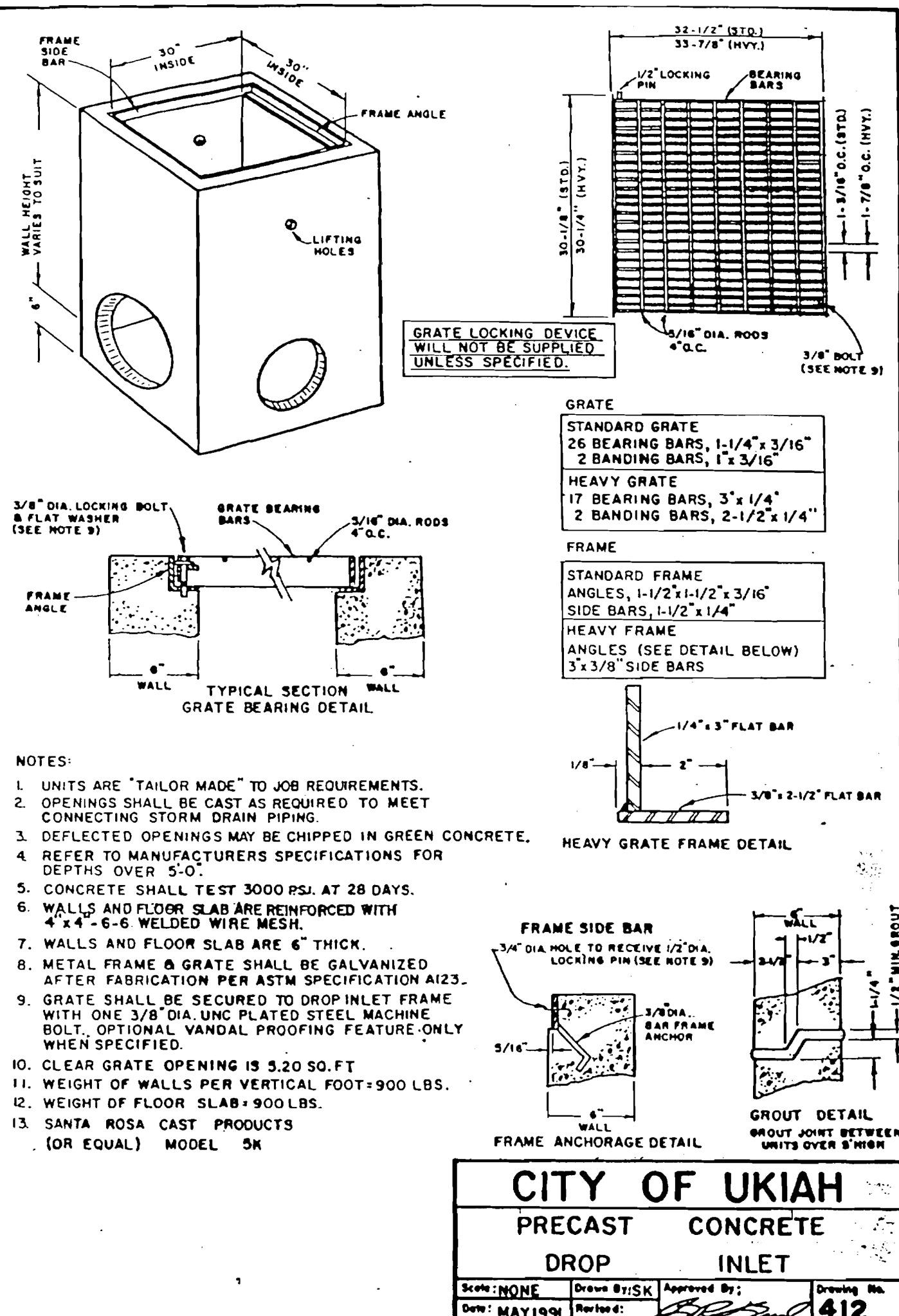
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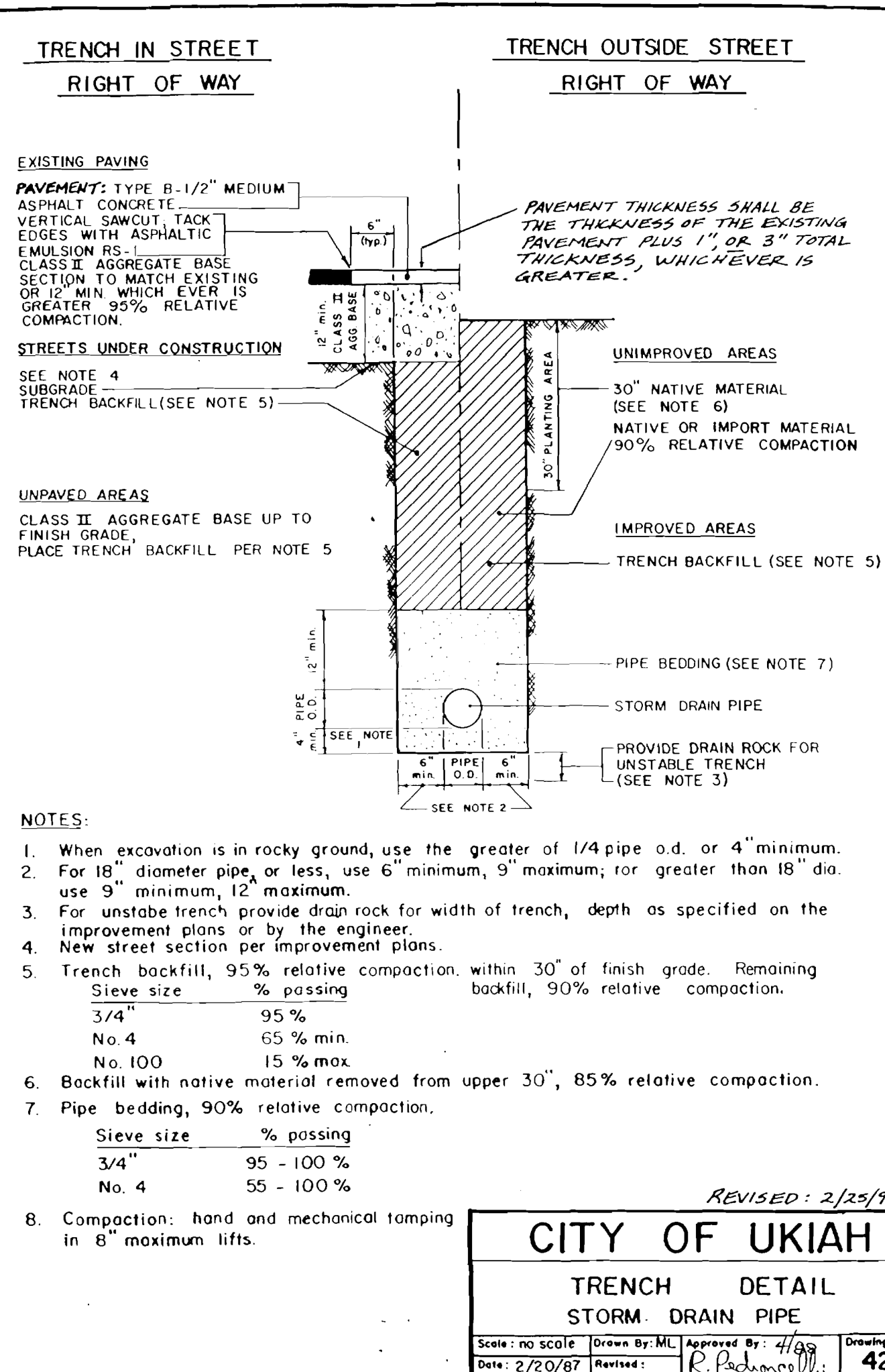
NO.

NO.

NO.



DETAIL 
NTS *C-5*
(STORM DRAIN INLET)



DETAIL **2**
NTS *C-5*
(STORM DRAIN TRENCH)

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

* For bends less than $11\frac{1}{4}^\circ$, use thrust areas shown for $11\frac{1}{4}^\circ$, unless otherwise approved by the engineer.

NOTES

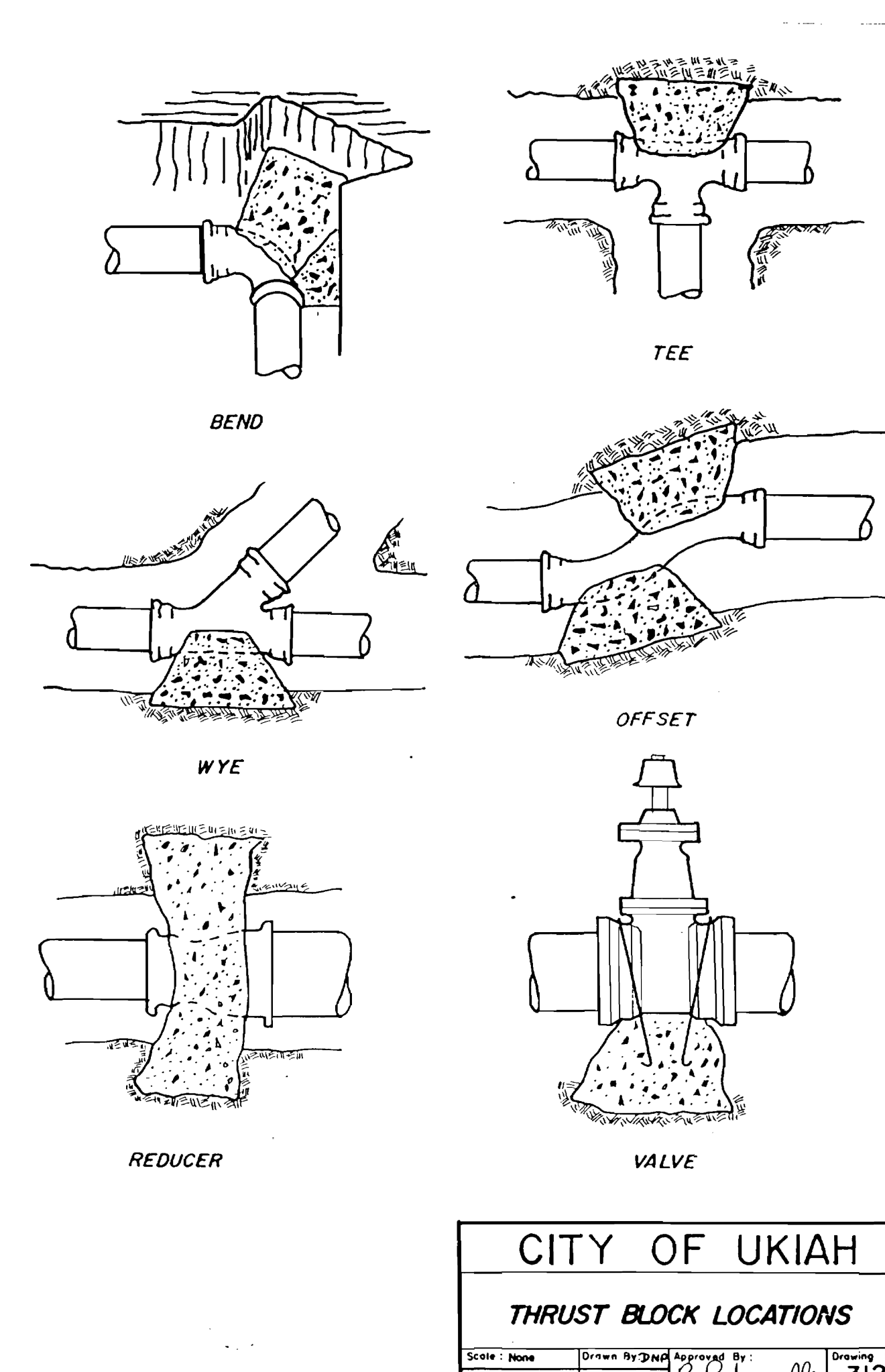
Thrust Blocking Table calculated for soil bearing capacity of 1,000 lbs./sq. ft. and 175 lbs./sq. in. test pressure.

Any greater soil bearing capacity than 1,000 lbs./sq. ft., shall be determined by an engineer, and approved by the City.

Concrete blocking shall be Class B concrete 2,000 lbs./sq. in..

Concrete blocking, cast in place, to extend from bells of fittings to undisturbed ground.

For plugged leg(s) of tee or cross with 90° flow pattern, use data listed for 90° bend.



DETAIL 3
NTS *C-5*
(THRUST BLOCKING)

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CONTRACT DOCUMENTS & SPECIAL PROVISIONS

FOR

PZ2S WATER TANK REPLACEMENT PROJECT

SPECIFICATION NO. 20-02 Rev. 1



Plans and Specifications Prepared by



for the

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

MANDATORY PRE-BID MEETING

10:00 a.m., _____.

Meet outside Golf Course Clubhouse
599 Park Boulevard
Ukiah, California 95482

Bids Open:

2:00 p.m.

DRAFT

DRAFT

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CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

DOUGLAS CRANE – MAYOR
JUAN OROZCO – VICE MAYOR
STEPHEN G. SCALMANINI – COUNCIL MEMBER
JIM BROWN – COUNCIL MEMBER
MAUREEN MULHEREN – COUNCIL MEMBER

SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – FINANCIAL SERVICES MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

CITY OF UKIAH
DEPARTMENT OF PUBLIC WORKS
MAY 2020

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR PZ2S WATER TANK REPLACEMENT PROJECT
SPECIFICATION NO. 20-02 Rev. 1

NOTICE IS HEREBY GIVEN that sealed standard proposals for **PZ2S WATER TANK REPLACEMENT PROJECT** will be received at the Office of the City Clerk, Ukiah Civic Center **Annex**, located at **411 West Clay Street**, Ukiah, California 95482 until 2:00 p.m. on [REDACTED]. Bids shall be addressed to the City Clerk and shall be endorsed **PZ2S WATER TANK REPLACEMENT PROJECT. DUE TO THE CITY'S CURRENT CLOSURE TO THE PUBLIC BECAUSE OF THE COVID-19 EVENT**, bids that are HAND DELIVERED must be placed in the Night Drop Box located to the right of the front doors of the Ukiah Civic Center Annex, at the address listed above. As soon thereafter as possible, the bids will be publicly opened via live streaming at <http://www.cityofukiah.com/meetings/> and read. Bids are required for the entire work described herein. No fax bids will be accepted.

All of the work to be performed is located in Mendocino County within the City of Ukiah. General location of the work is above the Ukiah Valley Golf Course near Todd Grove Park.

Project Description. Project work consists of furnishing all labor, materials, equipment, and incidentals to perform all work required to remove the existing Pressure Zone 2 south (PZ2S) water storage tank and construct a new water storage tank, as described in the Contract Documents.

The work includes but is not limited to:

1. Preparation and implementation of an erosion and sediment control plan (ESCP)
2. Clearing and grubbing of tank site
3. Demolition, removal, and disposal of existing welded steel water storage tank, appurtenances, tank foundation, selective yard piping, and tank overflow drainage piping
4. Excavation and export of soils
5. Installation of compacted engineered fill
6. Construction of new tank foundation
7. Installation of new glass fused bolted steel water tank and accessories as described in the Contract Documents
8. Installation of tank cathodic protection system
9. Installation of tank level instrumentation
10. Installation of new water supply piping, including fittings, restrained joints, valves, expansion joint, and interconnection to existing piping, as shown on Plans.
11. Installation of new drainage inlet structure and drainage piping for tank overflow
12. Disinfection of the new tank, new piping, and portions of existing piping
13. Finish grading and restoration of the areas associated with project construction.

Plans and Special Provisions may be inspected and/or copies obtained from the City's website at www.cityofukiah.com/purchasing. No bid will be considered unless it is made on the forms furnished by the City and is made in accordance with the details of the Special Provisions. Each bidder must be licensed as required by law. Further information regarding the work or these specifications can be obtained by calling Mary Horger, Financial Services Manager, at (707) 463-6233 or by email at mhorger@cityofukiah.com.

A MANDATORY PRE-BID MEETING will be held at 10:00 a.m., [REDACTED], meeting outside the Golf Course Clubhouse at 599 Park Boulevard, Ukiah, California 95482. *Social distancing will be mandatory, and maintained through the course of the meeting.*

The City Council reserves the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsive bid by a responsible bidder and which it deems in the best interest of the City to accept. The City Council also reserves the right, but not the obligation, to waive any irregularity or failure to strictly comply with the

bidding requirements, that the City determines in the reasonable exercise of its discretion does not provide the bidder with a competitive advantage over other bidders.

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

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

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

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

PUBLISH TWO TIMES: _____ and _____ 2020

INSTRUCTIONS TO BIDDERS

PZ2S WATER TANK REPLACEMENT PROJECT shall be performed in accordance with the Plans and Special Provisions therefore adopted, to which special reference is hereby made.

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

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

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

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

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

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

The work is to be completed within one hundred and eighty (180) calendar days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

The staff shall notify a bidder by telephone, email or fax, if it intends to recommend the rejection of the bidder's bid. Any bid protest must be filed with the City Clerk not more than five (5) calendar days following the bid opening, or two (2) calendar days following notice that staff is recommending the rejection of a bid. If any such timely written protest is filed, all bidders shall be provided a copy of the protest within two (2) calendar days of its receipt, which may be delivered to the bidders as an email attachment or by fax. All such bidders may file with the City Manager a written objection or other response to the protest.

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

Examination of Site, Drawings, Etc.

A mandatory pre-bid conference will be held at 10 a.m., [REDACTED], meeting outside the Golf Course Clubhouse, 599 Park Boulevard, Ukiah, California 95482, to fully acquaint interested Contractors with local conditions, construction and labor required so that he or she may fully understand the facilities, difficulties and restrictions attending the execution of the work under the Contract. *Social distancing will be mandatory, and maintained through the course of the meeting.* Failure to attend the mandatory bid conference will be just cause for the bid to be rejected as non-responsive. Bidders shall thoroughly examine and be familiar with the Plans and Special Provisions.

Oral statements or instructions made during this visit will not constitute an amendment to this solicitation. The City will determine the appropriate action necessary, if any, and may issue a written amendment to the bid request.

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

The bidder's attention is directed to the possible existence of obstructions and public improvements within the limits of the work or adjacent thereto, which may or may not be shown on the Drawings.

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

Bidder Inquiries and Questions

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

Mary Horger, Financial Services Manager

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

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

Location of the Work

All of the work to be performed is located in Mendocino County within the City of Ukiah. General location of the Work is above the Ukiah Valley Golf Course near Todd Grove Park.

GENERAL CONDITIONS

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time,

the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

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

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

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

SECTION 4. BONDS

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

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

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

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

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

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

1. Insurance Services Office Commercial Liability Coverage (occurrence form CG 0001).

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

5-04. Other Insurance Provisions

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

1. The City, its officers, officials, employees and volunteers are to be covered as Additional Insured with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance, or as a separate owner's policy.
2. The workers' compensation policy is to be endorsed with a waiver of subrogation. The insurance company, in its endorsement, agrees to waive all rights of subrogation against the City, its officers, officials, employees and volunteers for losses paid under the terms of this policy which arises from the work performed by the named insured for the City.
3. For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees or volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.
4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.
6. Course of Construction policies shall contain the following provisions:
 - a.) The City shall be named as loss payee.
 - b.) The insurer shall waive all rights of subrogation against the City.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6-21. Wage Rates.

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

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

3. Pursuant to the provision of Section 1770 of the Labor Code of the State of California, Owner has ascertained the general prevailing rate of wages (which rate includes employer payments for health and welfare, vacation, pension and similar purposes) applicable to the work to be done, for straight time work. The holiday wage rate listed shall be applicable to all holidays recognized in the collective bargaining agreement of the particular craft, classification or type of workmen concerned. Copies of the General Prevailing Wage Determination are available on

the Internet at web address: <http://www.dir.ca.gov/DLSR/PWD> The Contractor shall post the wage determination at the site of work in a prominent place where it can easily be seen by the workers.

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

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

6. Travel and Subsistence Payments.

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

7. Apprentices.

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

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

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

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

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

The City is hereby authorized to make such repairs if within ten (10) days after the mailing of a notice in writing to the Contractor or his or her agent, the Contractor shall neglect to make or undertake with due diligence the aforesaid repairs, provided, however, that in case of an emergency where, in the opinion of the City delay would cause serious loss or damage, repairs may be made without notice being sent to the Contractor and the Contractor shall pay the costs thereof.

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

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

7-01. Authority of the Engineer. All work done under this contract shall be done in a workmanlike manner and shall be performed to the reasonable satisfaction of the Engineer, who shall have general supervision of all work included hereunder. To prevent disputes and litigation, the Engineer (1) shall in all cases determine the amount, quality, acceptability and fitness of the several kinds of work and materials which are to be paid for under this contract, (2) shall decide all questions relative to the true construction, meaning and intent of the Special Provisions

and Drawings, (3) shall decide all questions which may arise relative to the classifications and measurements of quantities and materials and the fulfillment of this contract and (4) shall have the power to reject or condemn all work or material which does not conform to the terms of this contract. his or her estimate and decision in all matters shall be a condition precedent to an appeal for arbitration, or the right of the Contractor to receive, demand, or claim any money or other compensation under this agreement and a condition precedent to any liability on the part of the City to the Contractor on account of this contract. Whenever the Engineer shall be unable to act, in consequence of absence or other cause, then such engineer as the Engineer or the City shall designate, shall perform any and all of the duties and be vested with any or all of the powers herein given to the Engineer.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

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

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

and the rate of progress required of the Contractor. The Contractor alone shall be responsible for the safety, adequacy and efficiency of his or her plant, equipment and methods.

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

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

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

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

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

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

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

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

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

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

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

SECTION 10. PAYMENT

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

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

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

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

10-03. Substitution of Securities.

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

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

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

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

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

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

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

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

- (h) Certificates of deposits issued by a nationally or state-chartered bank or savings and loan association.
- (i) The portion of bank loans and obligations guaranteed by the United States Small Business Administration or the United States Farmers Home Administration.
- (j) Student loan notes insured under the Guaranteed Student Loan Program established pursuant to the Higher Education Act of 1965, as amended (20 U.S.C. 1001, et seq.) and eligible for resale to the Student Loan Marketing Association established pursuant to Section 133 of the Education Amendments of 1972, as amended (20 U.S.C. 1087-2).
- (k) Obligations issued, assumed or guaranteed by International Bank for Reconstruction and Development, the Inter-American Development Bank, the Asian Development Bank, or the Government Development Bank of Puerto Rico.
- (l) Bonds, debentures and notes issued by corporations organized and operating within the United States. Such securities eligible for substitution shall be within the top three ratings of a nationally recognized rating service.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

SECTION 11. MISCELLANEOUS

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

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

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

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

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

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

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

b.

(1)

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

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

(C) If the City needs approval from its governing body to provide the Contractor a written statement identifying the disputed portion and the undisputed portion of the claim, and the governing body does not meet within the 45 days or within the mutually agreed to extension of time following receipt of a claim sent by registered mail or certified mail, return receipt requested, the City shall have up to three (3) days following the next duly publicly noticed meeting of the governing body after the 45-day period, or extension, expires to provide the claimant a written statement identifying the disputed portion and the undisputed portion.

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

(2)

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

(B) Within ten (10) business days following the conclusion of the meet and confer conference, if the claim or any portion of the claim remains in dispute, the City shall provide the claimant a written statement identifying the portion of the claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the claim shall be processed and made within 60 days after the public entity issues its written statement. Any disputed portion of the claim, as identified by the contractor in writing, shall be submitted to nonbinding mediation, with the City and the Contractor sharing the associated costs equally. The City and Contractor shall mutually agree to a mediator within 10 business days after the disputed portion of the claim has been identified in writing. If the parties cannot agree upon a mediator, each party shall select a mediator and those mediators shall select a qualified neutral third party to mediate with regard to the disputed portion of the claim. Each party shall bear the fees and costs charged by its respective mediator in connection with the selection of the neutral mediator. If mediation is unsuccessful, the parts of the claim remaining in dispute shall be subject to applicable procedures outside this section.

(C) For purposes of this section, mediation includes any nonbinding process, including, but not limited to, neutral evaluation or a dispute review board, in which an independent third party or board assists the

parties in dispute resolution through negotiation or by issuance of an evaluation. Any mediation utilized shall conform to the timeframes in this section.

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

(3) Failure by the City to respond to a claim from the Contractor within the time periods described in this subdivision or to otherwise meet the time requirements of this section shall result in the claim being deemed rejected in its entirety. A claim that is denied by reason of the public entity's failure to have responded to a claim, or its failure to otherwise meet the time requirements of this section, shall not constitute an adverse finding with regard to the merits of the claim or the responsibility or qualifications of the Contractor.

(4) Amounts not paid in a timely manner as required by this section shall bear interest at 7 percent per annum.

(5) If a subcontractor or a lower tier subcontractor lacks legal standing to assert a claim against a public entity because privity of contract does not exist, the Contractor may present to the public entity a claim on behalf of a subcontractor or lower tier subcontractor. A subcontractor may request in writing, either on his or her own behalf or on behalf of a lower tier subcontractor, that the Contractor present a claim for work which was performed by the subcontractor or by a lower tier subcontractor on behalf of the subcontractor. The subcontractor requesting that the claim be presented to the public entity shall furnish reasonable documentation to support the claim. Within 45 days of receipt of this written request, the Contractor shall notify the subcontractor in writing as to whether the Contractor presented the claim to the public entity and, if the original contractor did not present the claim, provide the subcontractor with a statement of the reasons for not having done so.

c. A waiver of the rights granted by this section is void and contrary to public policy, provided, however, that (1) upon receipt of a claim, the parties may mutually agree to waive, in writing, mediation and proceed directly to the commencement of a civil action or binding arbitration, as applicable; and (2) the City may prescribe reasonable change order, claim, and dispute resolution procedures and requirements in addition to the provisions of this section, so long as the contractual provisions do not conflict with or otherwise impair the timeframes and procedures set forth in this section.

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

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

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

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

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Summary of Work

Project work consists of furnishing all labor, materials, equipment, and incidentals to perform all work required to remove the existing Pressure Zone 2 south (PZ2S) water storage tank and construct a new water storage tank, as described in the Contract Documents.

All of the work to be performed is located in Mendocino County within the City of Ukiah. General location of the work is above the Ukiah Valley Golf Course near Todd Grove Park.

The work includes but is not limited to:

1. Preparation and implementation of an erosion and sediment control plan (ESCP)
2. Clearing and grubbing of tank site
3. Demolition, removal, and disposal of existing welded steel water storage tank, appurtenances, tank foundation, selective yard piping, and tank overflow drainage piping
4. Excavation and export of soils
5. Installation of compacted engineered fill
6. Construction of new tank foundation
7. Installation of new glass fused bolted steel water tank and accessories as described in the Contract Documents
8. Installation of tank cathodic protection system, including coordination with the City of Ukiah for electrical tie-in work
9. Installation of tank level instrumentation, including coordination with the City of Ukiah for instrumentation tie-in work
10. Installation of new water supply piping, including fittings, restrained joints, valves, expansion joint, and interconnection to existing piping, as shown on Plans.
11. Installation of new drainage inlet structure and drainage piping for tank overflow
12. Disinfection of the new tank, new piping, and portions of existing piping
13. Finish grading and restoration of the areas associated with project construction

12-02. Arrangement of Technical Specifications

The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans

General locations and linear quantities of the work are shown on the Plans provided in Appendix A.

12-04. Business Licenses

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

12-05. Permits

The Contractor shall provide, procure, and pay for all permits required to complete this work.

12-06. Standard Specifications and Standard Plans

The Standard Specifications and Standard Plans of the California State Department of Transportation (Caltrans), 2018 are hereby made a part of these Special Provisions and are hereinafter referred to as "California Standard Specifications" and "California Standard Plans."

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

1. Department of Transportation - The City of Ukiah City Council.
2. Director of Public Works - The City of Ukiah Director of Public Works.
3. Engineer - The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.
4. Laboratory - The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.
5. State - The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

The Contractor shall advise the Owner and Engineer immediately of any discrepancy between the Plans, the Technical Provisions, and/or the General Conditions of the Contract Documents, before proceeding with related work.

12-07. Temporary Facilities and Controls

All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-07.A. Utilities

No water, sewer or electrical services will be provided by the Owner. It is the Contractor's sole responsibility to arrange such services, as necessary. Contractor shall provide electric power for construction operations by generator, and provide suitable spill prevention and clean-up facilities for temporary electric generator(s).

Contractor shall provide and maintain temporary sanitary facilities and enclosures for construction personnel. Existing facility use is not permitted.

Developing water supply and applying water shall conform to the provisions in Section 10-6 of the California Standard Specifications and these Special Provisions. Water shall not be obtained from the storage facility without the Owner's written permission.

12-07.B. Vehicular Access

Contractor shall extend and relocate vehicular access as Work progress requires. Construction traffic shall use only designated existing onsite roads. Contractor shall maintain existing and permanent paved areas used for construction; promptly repair breaks, potholes, low areas, standing water, and other deficiencies, to maintain paving and drainage in original condition.

Excavator and truck movement will be minimized to the greatest extent practical in order to limit impact within site and on access road.

Contractor shall provide means of removing mud from vehicle wheels before entering streets.

12-07.C. Parking

Contractor shall arrange for temporary parking areas to accommodate construction personnel and locate temporary parking as approved by the City. If site space is inadequate, Contractor shall be responsible for arranging for additional offsite parking.

Maintain traffic and parking areas in sound condition, free of excavated material, construction equipment, products, mud, and the like.

12-07.D. Public Convenience and Safety

The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist.

Contractor shall be responsible for coordinating with City staff and golf course personnel to minimize impact of work on golf course activities.

12-07.E. Maintaining Traffic

Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 7-1.092, "Lane Closure," and 7-1.095, "Flagging Costs," of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as included in the various items of work and no additional compensation will be made.

12-07.F. Laydown

The project site is very constrained and area for equipment storage and material laydown will be extremely limited. Contractor shall coordinate with the City to arrange for appropriate laydown area. If available area is insufficient, Contractor shall be solely responsible for securing other areas for equipment and material storage.

12-07.G. Progress Cleaning And Waste Removal

Contractor shall maintain areas free of waste materials, debris, and rubbish, and keep site in clean and orderly condition. Contractor shall collect and remove waste materials, debris, and rubbish from Site periodically and dispose of this material off site at an approved disposal site.

12-07.H. Preservation of Property

The contractor shall conform to the provisions of Section 5-1.36, "Property and Facility Preservation" of the California Standard Specifications and to these Special Provisions. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore. Contractor shall take special care when working around existing utilities, utility boxes and other site structures and appurtenances. Existing utilities, utility boxes and existing site structures and appurtenances shall be replaced by the Contractor at Contractor's expense if damaged due to negligence.

12-07.I. Stream Pollution Control

The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

12-07.J. Water Control

Contractor shall grade site to drain and maintain excavations free of water. Provide, operate, and maintain necessary pumping equipment.

Contractor shall protect Site from puddles or running water. Provide water barriers as required to protect Site from soil erosion. Comply with all requirements of the Contractor's approved erosion and sediment control plan (ESCP) and notes on Drawings.

12-07.K. Dust Control

Contractor shall execute Work by methods that minimize raising dust from construction operations and provide positive means to prevent airborne dust from dispersing into atmosphere.

12-07.L. Noise Control

Contractor shall provide methods, means, and facilities to minimize noise from and noise produced by construction operations.

12-07.M. Pollution Control

Contractor shall provide methods, means, and facilities to prevent contamination of soil, water, and atmosphere from discharge of noxious, toxic substances and pollutants produced by construction operations.

Contractor shall comply with pollution and environmental control requirements of authorities having jurisdiction.

12-07.N. Erosion and Sediment Control Plan

Contractor shall submit for approval an Erosion and Sediment Control Plan (ESCP) to prevent erosion and sediment from entering waterways or moving beyond construction area in accordance with Section 13-03.U.

12-07.O. Removal Of Utilities, Facilities, And Controls

Contractor shall clean and repair damage caused by installation or use of temporary Work and restore existing and permanent facilities used during construction to their original condition.

Contractor shall remove temporary utilities, equipment, facilities, and materials before final application for payment inspection.

Contractor shall remove underground installations to minimum depth of 2 feet.

12-08. Quality Requirements

12-08.A. Quality Control and Control of Installation

Monitor quality control of suppliers, manufacturers, products, services, site conditions, and workmanship, to produce Work of specified quality.

Comply with manufacturers' instructions, including each step in sequence.

Comply with specified standards as minimum quality for the Work except where tolerances, codes, or specified requirements that are more stringent indicate higher standards or workmanship that is more precise.

Perform Work by persons qualified to produce required and specified quality.

Verify field measurements are as indicated on Shop Drawings or as instructed by manufacturer.

Secure products in place with positive anchorage devices designed and sized to withstand stresses, vibration, physical distortion, or disfigurement.

12-08.B. Product Storage and Handling Requirements

Store and protect products in accordance with manufacturers' instructions.

Store with seals and labels intact and legible.

Store sensitive products in weather tight, climate controlled, enclosures in an environment favorable to product.

For exterior storage of fabricated products, place on sloped supports above ground.

Provide secure offsite storage and protection when site does not permit onsite storage or protection.

Cover products subject to deterioration with impervious sheet covering. Provide ventilation to prevent condensation and degradation of products.

Store loose granular materials on solid flat surfaces in well-drained area. Prevent mixing with foreign matter.

Provide equipment and personnel to store products by methods to prevent soiling, disfigurement, or damage.

Arrange storage of products to permit access for inspection. Periodically inspect to verify products are undamaged and are maintained in acceptable condition.

12-08.C. Tolerances

Monitor fabrication and installation tolerance control of products to produce acceptable Work. Do not permit tolerances to accumulate.

Comply with manufacturers' tolerances.

Adjust products to appropriate dimensions; position before securing products in place.

12-08.D. Reference Standards

For products or workmanship specified by association, trade, or other consensus standard, comply with requirements of standard, except when requirements that are more rigid are specified or required by applicable codes.

Conform to reference standard by date of issue in effect at time of Contract execution, except where a specific date is established by code.

Obtain copies of standards where required by product specification sections.

When specified reference standards conflict with Contract Documents, request clarification from the Engineer before proceeding.

Contractual relationships and duties, responsibilities of parties in Contract and those of Engineer shall not be altered from Contract Documents by mention or inference otherwise in reference documents.

12-08.E. Testing and Inspection Services

Owner will employ and pay for specified services of an independent firm to perform testing and inspection as requested by the Owner/Engineer.

1. Owner will pay for initial compaction testing of installed backfill material and asphalt concrete pavement.
2. Contractor shall employ and pay for services of an independent firm to perform testing and inspection when:
 - a. Specifically required by individual specification sections
 - b. Additional tests and inspections by Owner's testing firm where initial tests and inspections reveal failure to meet Contract requirements
 - c. Excessive inspection time by Owner's testing firm is required by Contractor's failure to provide sufficient workers or to pursue the progress of work properly
 - d. Test(s) are deemed necessary by the Owner/Engineer to evaluate any substitution proposed by the Contractor
 - e. Testing and inspection are for the Contractor's convenience

Contractor shall cooperate with independent firm; furnish samples of materials, design mix, equipment, tools, storage, safe access, and assistance by incidental labor as requested.

1. Notify Engineer and independent firm 24 hours prior to expected time for operations requiring services.
2. Arrange with independent firm and pay for additional samples and tests required for Contractor's use.

Testing and employment of testing agency or laboratory shall not relieve Contractor of obligation to perform Work in accordance with requirements of Contract Documents.

Re-testing or re-inspection required because of non-conformance to specified requirements shall be performed by the Owner's independent firm on instructions by Engineer. Payment for re-testing or re-inspection will be charged to Contractor by deducting the charges for these tests from Contract payment.

12-09. Warranties

Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. Contractor shall replace promptly and at Contractor's own expense any materials and/or workmanship which fail during this warranty period.

12-10. Preconstruction Conference

A preconstruction conference will be held before any work will be allowed to commence. This meeting will cover inspection, schedule for work, submittal procedures, safety plan, communication plan, and the responsibilities and procedures of each of the interested parties to assure that the project will be completed in accordance with the contract documents.

12-11. Regular Progress Meetings

Contractor shall attend progress meetings throughout progress of the Work at weekly intervals. Frequency of progress meetings is at Owner's discretion and may be as frequent as weekly.

Meetings may include review of Work progress, field observations, problems, and decisions, identification of problems impeding planned progress, review of submittals schedule and status of submittals, review of off-site fabrication and delivery schedules, maintenance of progress schedule, corrective measures to regain projected schedules, planned progress during succeeding work period, coordination of projected progress, and maintenance of quality and work standards

12-12. Safety Requirements

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

12-13. Submittal Procedures

12-13.A. General Submittal Procedures

The intent of submittal review is to determine whether the Contractor's submitted materials and equipment are in general conformance with the Contract Documents. The Contractor is solely responsible for complying with the Contract Documents; the Engineer's review and acceptance does not relieve the Contractor of this responsibility.

Each submittal shall include a Submittal Form with the Project name and location, Contractor's name and address, the name and address of any Subcontractor or material supplier involved with the submittal, the date, and references to applicable specification section(s) and/or drawing and detail number(s).

Each submittal shall be sequentially numbered. Revised submittals shall have original number and sequential alphabetic suffix. When revised for resubmission, changes made since previous submission shall be clearly identified.

Each submittal shall include Contractor's stamp, signed or initialed certification that review, approval, verification of products required, field dimensions, adjacent construction Work, and coordination of information is in accordance with requirements of the Work and Contract Documents. Any variations from Contract Documents shall be clearly identified and may be detrimental to successful performance of completed Work.

For each submittal for review, allow ten (10) working days excluding delivery time to and from Contractor.

Allow space on submittals for Contractor and Engineer review stamps.

Individual Specification sections in these Contract Documents, may contain additional and special submittal requirements.

No equipment or material for which listings, drawings, or descriptive material is required shall be fabricated, purchased, or installed until the Engineer has reviewed and accepted such lists, final shop drawings, or other descriptive material. Installation of such equipment or material without accepted submittals will be considered defective work.

Should the Contractor be in doubt as to the procedure, purpose, or extent of any submittal, the Contractor shall direct such inquiry to the Engineer.

12-13.B. Return of Reviewed Submittals:

After review by the Engineer of each of the Contractor's submissions, the material will be returned to the Contractor with actions defined as follows:

1. **NO EXCEPTIONS TAKEN:** Accepted subject to its compatibility with further submittals and additional partial submittals for portions of the work not covered in this submittal. Does not constitute approval or deletion of specified or required items not shown in the partial submittal.
2. **MAKE CORRECTIONS NOTED:** Same as 1.a., except that minor corrections as noted shall be made by the Contractor.
3. **REVISE AND RESUBMIT:** Rejected because of major inconsistencies or errors which shall be resolved or corrected by the Contractor prior to subsequent review by the Engineer.
4. **REJECTED - RESUBMIT:** Submitted material does not conform to Plans and Specifications in major respect, e.g., wrong item, wrong size, model, capacity, or material.

Review actions (1) and (2) above constitute acceptance by the Engineer of the submittal.

If major changes or corrections are necessary, the shop drawing will be rejected and returned to the Contractor with the need for such changes or corrections indicated.

The Contractor shall correct and resubmit rejected shop drawings in the same manner and quantity as specified for the original submittal.

The review of such shop drawings and catalog cuts by the Engineer shall not relieve the Contractor from responsibility for correctness of dimensions, fabrication details, coordination with other work, and space requirements, or for deviations from the Contract Drawings or Specifications, unless the Contractor has called attention to such deviations in writing by a letter accompanying the shop drawings and the Engineer approves the change or deviation in writing at the time of submission; nor shall review by the Engineer relieve the Contractor from the responsibility for errors in the shop drawings.

12-13.C. Construction Progress Schedules

Contractor shall submit a cost loaded tabular construction schedule/work sequence plan including a temporary facilities plan within fifteen (15) calendar days following the issuance of the notice of award, and at least ten (10) working days prior to beginning Work. After review, resubmit required revised data within five (5) calendar days to accommodate revisions recommended by Engineer and Owner. The Contractor shall not begin Contract Work until the work sequence plan is approved by the Owner.

Submit revised Progress Schedules with each Application for Payment. Requests for payment will only be considered if accompanied by an updated and revised schedule.

Show complete sequence of construction by activity, identifying Work of separate stages and other logically grouped activities. Indicate early and late start, early and late finish, float dates, and duration.

Indicate estimated percentage of completion for each item of Work at each submission.

Revisions To Schedules:

- 1) Indicate progress as a percentage of the total work of each activity to date of submittal, and projected completion date of each activity.
- 2) Identify activities modified since previous submittal, major changes in scope, and other identifiable changes.
- 3) Prepare narrative report to define problem areas, anticipated delays, and impact on schedule. Report corrective action taken, or proposed, and its effect, including effect of changes on schedules of separate contractors.

12-13.D. Schedule of Submittals

Within 30 days of the Notice to Proceed, the Contractor shall submit a complete list of anticipated submittals, including specification/ drawing references, and anticipated submittal dates, for Engineer's review.

12-13.E. Proposed Products List

Within ten (10) calendar days after date of execution of the agreement between the Owner and the Contractor, submit list of major products proposed for use, with name of manufacturer, trade name, and model number of each product.

For products specified only by reference standards, give manufacturer, trade name, model or catalog designation, and reference standards.

12-13.F. Product Data

Product Data: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

Mark each submittal to identify applicable products, models, options, and other data. Supplement manufacturer's standard data to provide information specific to this Project.

12-13.G. Shop Drawings

Shop Drawings: Submit to Engineer for review for limited purpose of checking for conformance with information given and design concept expressed in Contract Documents.

Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

When required by individual specification sections, provide shop drawings signed and sealed by professional engineer responsible for designing components shown on shop drawings.

1. Include signed and sealed calculations to support design.
2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

Indicate special utility and electrical characteristics, utility connection requirements, and location of utility outlets for service for functional equipment and appliances.

When required by individual specification sections, provide shop drawings signed and sealed by Professional Engineer responsible for designing components shown on shop drawings.

1. Include signed and sealed calculations to support design.
2. Submit drawings and calculations in form suitable for submission to and approval by authorities having jurisdiction.
3. Make revisions and provide additional information when required by authorities having jurisdiction.

12-13.H. Design Data

Submit to Engineer or Owner.

Submit information for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

12-13.I. Test Reports

Submit test reports as required in individual sections for limited purpose of assessing conformance with information given and design concept expressed in Contract Documents.

12-13.J. System Start-Up Reports

Before start-up of any installed system or piece of equipment, follow the procedures outlined in Section 12-14, Execution and Closeout Requirements.

Submit a written report for approval by Engineer stating that all equipment has been installed and is functioning properly. Engineer will verify in writing that systems are ready for startup.

12-13.K. Certificates of Compliance

When specified in individual specification sections, Contractor shall submit certification by manufacturer, installation/application subcontractor, or Contractor.

Indicate material or product conforms to or exceeds specified requirements. Submit supporting reference data, affidavits, and certifications as appropriate.

Certificates may be recent or previous test results on material or product, but must be acceptable to Engineer.

12-13.L. Manufacturer's Instructions

When specified in individual specification sections, submit printed instructions for delivery, storage, assembly, installation, start-up, adjusting, and finishing, to Engineer for delivery to Owner in quantities specified for product data.

Indicate special procedures, perimeter conditions requiring special attention, and special environmental criteria required for application or installation.

12-14. Execution and Closeout Requirements

12-14.A. Closeout Procedures

Upon completion of Work, Contractor shall submit written certification that Contract Documents have been reviewed, Work has been inspected, and Work is complete, in accordance with Contract Documents.

Contractor shall provide to Engineer all submittals required by authorities having jurisdiction.

Contractor shall submit final Application for Payment identifying total adjusted contract sum, previous payments, and sum remaining due.

12-14.B. Final Cleaning

Execute final cleaning prior to final project assessment.

Clean surfaces exposed to view; remove temporary labels, stains, and foreign substances.

Clean equipment and fixtures to sanitary condition with cleaning materials appropriate to surface and material being cleaned.

Replace filters of operating equipment.

Clean site; sweep paved areas, rake clean landscaped surfaces.

Remove waste and surplus materials, rubbish, and construction facilities from site.

12-14.C. Testing, Adjusting, and Balancing

Owner, at its option, may appoint, employ, and pay for services of independent firm to perform testing on equipment to verify it is functioning properly.

Reports will be submitted by independent firm to Owner indicating observations and results of tests and indicating compliance or non-compliance with requirements of Contract Documents.

12-14.D. Project Record Documents

Maintain on site, and make available for review by the Engineer upon request, one (1) set of the following record documents; record actual revisions to the Work:

1. Plans
2. Specifications
3. Addenda
4. Change Orders and other modifications to the Contract
5. Reviewed shop drawings, product data, and samples

6. Manufacturer's instruction for assembly, installation, and adjusting

Ensure entries are complete and accurate, enabling future reference by Owner.

Store record documents separate from documents used for construction.

Record information concurrent with construction progress, not less than weekly.

Record Drawings and Shop Drawings: Legibly mark each item to record actual construction including:

1. Measured depths of foundations in relation to finish floor datum
2. Measured horizontal and vertical locations of underground utilities and appurtenances, referenced to permanent surface improvements
3. Measured locations of internal utilities and appurtenances concealed in construction, referenced to visible and accessible features of the Work
4. Field changes of dimension and detail
5. Details not on original Contract Plans

Submit documents to Engineer with claim for final Application for Payment.

12-14.E. Operation and Maintenance (O&M) Manuals

The Contractor shall furnish two copies of a complete instruction manual for installation, operation, maintenance, and lubrication requirements for each component of mechanical and electrical equipment or system.

Each instruction manual furnished shall be fixed in a three-ring binder with hard-back cover which is clearly labeled to designate the system or equipment for which it is intended with reference to the equipment name and the Specification section where the item is specified.

The manuals shall be furnished to the Engineer upon the delivery of the respective equipment.

Final payment will not be made for equipment or materials or equipment installation before the respective O&M manuals have been approved by the Engineer.

Each instruction manual shall include, but not be limited to, the following:

1. Diagrams and illustrations, including pump curves indicating operating points.
2. Detailed description of the function of each principal component of the system.
3. Performance and nameplate data.
4. Installation instructions.
5. Proper adjustment.
6. Test procedures.
7. Procedure for operating.
8. Shutdown instructions.
9. Emergency operating instructions and troubleshooting guide.
10. Safety instructions.
11. Maintenance and overhaul instructions which shall include detailed assembly drawings with part numbers, parts list, instructions for ordering spare parts, and complete preventive maintenance instructions required to ensure satisfactory performance and longevity of the equipment.
12. Lubrication instructions which shall list points to be greased or oiled, shall recommend type, grade, and temperature range of lubricants, and shall recommend frequency of lubrication.
13. List of electrical relay settings and control and alarm contact settings.
14. Electrical interconnection wiring diagram for equipment furnished.
15. Recommendations for spare parts and special tools.

Electronic Submittal: In addition to the designated number of hard copies for each required Manufacturer's O&M Manual, provide an electronic copy, each on its own separate flash drive.

Manuals shall be transmitted to the Engineer upon delivery of the equipment

Internally subdivide binder contents with permanent page dividers, logically organized as described below; with tab titling clearly printed under reinforced laminated plastic tabs.

1. Drawings: Provide with reinforced punched binder tab. Bind in with text; fold larger drawings to size of text pages.
2. Contents: Prepare Table of Contents for each volume, with each product or system description identified, typed on white paper, in three (3) parts, as follows:
3. Equipment list with names, addresses, and telephone numbers of Contractor, Subcontractors, and major equipment suppliers.
4. Operation and maintenance instructions, identify names, addresses, and telephone numbers of subcontractors and suppliers. Identify the following:
5. Significant design criteria
6. List of equipment
7. Parts list for each component
8. Operating instructions
9. Maintenance instructions for equipment and systems
10. Maintenance instructions for finishes, including recommended cleaning methods and materials, and special precautions identifying detrimental agents
11. Part 3: Project documents and certificates, including the following:
12. Shop drawings and product data
13. Certificates
14. Originals of warranties and bonds

12-14.F. Spare Parts and Maintenance Products

Furnish spare parts, maintenance, and extra products in quantities specified in individual specification sections.

Deliver to Project site and place in location as directed by Owner; obtain receipt prior to final payment.

12-15. Measurement and Payment

12-15.A. Description

The work to be performed consists of all equipment, materials, supplies, manufactured articles for all labor, operations, and incidentals appurtenant to the items of work being described, as necessary to complete the various items of the Work in accordance with the requirements of the Contract Documents, including all appurtenances thereto, and including all costs of permits not provided by the Owner, and cost of compliance with the regulations of public agencies having jurisdiction, including the California Department of Public Health, the California Occupational Safety and Health Administration (Cal-OSHA), and the Occupational Safety and Health Administration of the U.S. Department of Labor (OSHA). No separate payment will be made for any item that is not specifically set forth in the Bid Schedule, and all costs therefore shall be included in the prices named in the Bid Schedule for the various appurtenant items of work.

Units of measurement shall be in accordance with U.S. Standard Measures.

Materials and unit price items of work that are to be paid for on the basis of measurement shall be measured in accordance with this section.

All work shall be installed and completed in compliance with the Drawings and Specifications, and as directed by the Engineer.

12-15.B. Lump Sum Price Breakdown

Immediately after award of the Contract and prior to approval of the initial payment request, the Contractor shall submit to the Engineer a schedule of prices providing a cost breakdown for lump sum bid items. This list shall consist of the major components of work that make up the bid items and shall be used for determining progress pay estimates. The progress schedule shall reflect the same work items identified in the cost breakdown. The Contractor shall fill in the amounts for each component, prorating general costs (such as, setup, overhead, and profit) in each component. The total of all components shall equal the total of the bid items. If the amount indicated in the Contract for any item on the list appears unbalanced, it may be revised as deemed necessary by the Engineer, unless the Contractor can substantiate the listed amount.

Following acceptance of the detailed cost breakdown list, the Contractor shall incorporate the values into the cost-loading portion of its tabular construction schedule.

Only elements of Work that are of value to the Owner shall be included in the list of lump sum breakdown items. An item for cleanup shall be listed in each of the breakdowns, the sum of which shall be at least one quarter of one percent (0.25%) of the total bid price. If cleanup proceeds as the job progresses, partial payments of these amounts will be made accordingly.

12-15.C. Progress Payment Requirements

Payment for work performed shall be in accordance with the Contractor's cost loaded tabular construction schedule, described in Section 12-13.C. The Engineer will verify measurements and quantities. Each activity necessary to manage and complete the Work is to be identified on the Contractor's approved schedule. Each activity will be assigned its respective value, a portion of the Contract price, as shown on the cost breakdown list.

Payment for all lump sum costs and services on this Contract shall be based on the earned value of work accomplished during the reporting period. Earned value is determined by the completion percentage of each activity of the lump sum breakdown applied to the total value of the activity.

Earned value is derived from the current status of the Contractor's construction schedule as determined by the monthly schedule status submittals. Engineer must review and approve each schedule status submittal before approving Contractor's application for payment.

The retainage specified in the General Provisions shall apply to all payments to the Contractor including permits and mobilization.

12-15.D. Application For Payments

Application for payment shall be certified by signature of an authorized officer of the Contractor. Application shall be made monthly.

The application for payment shall contain all necessary references and attachments that substantiate the invoice for progress payment, (for example, materials on hand, labor reports, progress schedule data, and summary of earned values, all as applicable to the Contract). It must be accompanied by an updated progress schedule and status data.

With each progress payment request, Contractor shall certify that disbursements to subcontractors, suppliers, and employees have been made from previous progress payments and accounts payable are current to date.

D. The application for payment is to be submitted according to the format and to instructions provided by the Engineer, and is to be based on work completed through the last day of the previous month or through the date established by the Engineer.

12-15.E. Measurement

The bids for the Work are intended to establish a total cost for the Work in its entirety, such that the bid constitutes a price for the Work in total. If the Contractor believes that the cost for the Work has not been established by specific items in the Bid Schedule, they shall include the cost for that work in some related bid item so that their proposal for the Project reflects their total cost for completing the Work in its entirety.

12-15.F. Bid Items

Bid items are defined and measured as follows:

1. **Mobilization and Demobilization.** Mobilization shall conform to the provisions in Section 9-1.16D, "Mobilization", of the California Standard Specifications. Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, and permits, and performance of all work, including but not limited to completion of all tasks and submittal of all documents required as conditions of the Notice to Proceed, such as bonds, insurance, schedule; obtaining any permits not provided by the Owner; moving Contractor's equipment onto the site and maintaining a physical presence at the Project site for the duration of the Project; obtaining additional work and/or disposal areas as needed; establishing temporary facilities and utilities necessary for Contractor's facilities, such as construction water, power, wiring, site communications and lighting, as required; erecting temporary fencing around the Project site; establishing safety programs and posting all OSHA-required notices; coordination with the City and attending pre-construction meetings; and demobilizing/finalizing cleanup upon completion of the Project. One half (50%) of the bid amount for this item will be paid for mobilization, upon the Contractor's successful completion of the mobilization items as part of the first progress payment. Upon completion of demobilization, including complete project cleanup and restoration of the impacted areas, satisfactory to the Engineer, the remaining one half (50%) of the bid amount for this item will be paid for demobilization in the final progress payment.
2. **Demolition and Disposal of Existing Welded Steel Water Tank, Concrete Footing and Selective Yard Piping.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, and permits, and performance of all work, including but not limited to the removal of the existing welded steel water tank, foundation and appurtenances; abandonment in place or removal/salvage of existing yard piping from former inlet/outlet line and demolition and removal of drain inlet structure and piping from tank overflow; removal and disposal of abandoned valves and valve boxes; disposal of non-salvageable materials at an approved disposal site, including proper handling and disposal of any lead/asbestos containing materials; and site cleanup, as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.
3. **Clearing and Grubbing.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, and permits, and performance of all work, including but not limited to the removal and disposal of debris, trees, tree stumps, roots, and other woody material and vegetation within the limits of construction; disposal of these materials at an approved disposal site; and site cleanup, as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.
4. **Excavation and Soils Export.** Measurement for this item shall be on a per cubic yard basis. Payment shall include full compensation for all materials, labor, equipment, and permits, and performance of all work, including but not limited to the excavation necessary to remove non-engineered fill and to prepare the tank pad and surrounding areas to limits required by the Plans; scarification and compaction of native subgrade; temporary stockpiling of excavated soils; removal and proper disposal of excavated soils; compaction testing as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.
5. **Compacted Engineered Fill.** Measurement for this item shall be on a per cubic yard basis. Payment shall include full compensation for all materials, labor, equipment, and permits, and performance of all work, including but not limited to the provision, placement and degree of compaction of engineered fill necessary to establish the tank pad and surrounding areas to the lines and grades indicated on the Plans; compaction testing as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.
6. **Finish Grading.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, permits, and performance of all work, including but not limited to grading as shown on Plans and to ensure drainage away from the tank; placement and compaction of imported materials suitable for finish surface to the site and site access roads; compaction testing as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.
7. **Erosion Control.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for development and implementation of the erosion and sediment control plan (ESCP) and for all materials, labor, equipment, and permits, and performance of all work, including but not limited to furnishing, placing, and maintaining, or replacing as

necessary, all erosion control facilities and devices and best management practices (BMPs) as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.

8. **Yard Piping.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, and permits, and performance of all work, including but not limited to furnishing and installing all pipe, valves, valve boxes, utility vaults, and fittings; Flex-tend flexible expansion joint; excavation, shoring and bracing; stockpiling and disposal of excess or unsuitable trench spoils; control of water; control of grade; placement of pipe, placement of pipe bedding and cover, installation of pipeline tracer where required, placement and compaction of backfill, installation of thrust blocks and restrained joints; compaction testing; repairs to utilities and services damaged during construction; cleaning, disinfection and testing of installed yard piping and appurtenances; ground surface restoration; coordination with the City of Ukiah personnel; hydrostatic testing; all as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.
9. **Tank Foundation.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, design services, permits, and performance of all work necessary to provide and install the bolted steel water tank foundation, including but not limited to formwork; concrete reinforcing; placement of tank anchorage hardware; provision and placement of concrete; concrete finishing, curing, patching; inspection and testing; coordination with tank manufacturer and tank installation crew; and any and all reports and certifications required for the tank foundation as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.
10. **Glass Fused Bolted Steel Water Tank.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, design services, permits, and performance of all work necessary to provide and install the glass fused bolted steel water tank, including but not limited to provision of tank complete and in-place; tank construction inspection services; reports and certifications required for tank; all tank appurtenances as described in the Contract Documents; two sets of ladder climbing safety gear for operators; tank interior and exterior coatings; coordination with supplier of cathodic protection system to furnish necessary tank interface hardware; tank testing and disinfection; treatment and disposal of tank testing water; coordination with City of Ukiah; startup and functional testing all as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.
11. **Impressed Current Cathodic Protection System.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for furnishing all labor, materials, installation, testing and commissioning work associated with the system, including but not limited to, provision and installation of all necessary equipment, fittings, conduit, tools, and incidentals; coordination with and supply of necessary details to tank manufacturer to ensure tank is designed with all necessary penetrations and support hardware; performing all installation, commissioning and Owner interface associated with installing the tank cathodic protection system per Contract Documents, as shown in the Plans, and as directed by the Engineer.
12. **Tank Level Instrumentation.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for furnishing all labor, materials, installation, testing and commissioning work to ensure fully functional level instrumentation; coordinate with the City to ensure appropriate design and interface tie-in with existing equipment. Materials shall include level transmitter, fittings, conduit, tools, equipment and incidentals, and tools for performing all the work involved per Contract Documents, as shown in the Plans, and as directed by the Engineer.
13. **Overflow Drainage Inlet Structure and Draining Piping.** Measurement for this item shall be on a lump sum basis. Payment shall include full compensation for all materials, labor, equipment, and permits, and performance of all work, including but not limited to furnishing and installing precast drainage inlet structure at tank overflow discharge location; trenching; control of grade; placement of ADS N-12 dual wall corrugated HDPE smooth bore drainage piping, or approved equal, with gasketed coupling joints between new drainage inlet structure and existing drainage inlet; placement of pipe bedding and cover; placement and compaction

of backfill; supply of sock or mat with 20 dechlorination tablets to be placed in the tank overflow drainage inlet structure; ground surface restoration; all as described in the Contract Documents, as shown in the Plans, and as directed by the Engineer.

SECTION 13. CONSTRUCTION DETAILS

13-01. Site Conditions

13-01.A. Information on Site Conditions

All information obtained by the Engineer regarding site conditions, subsurface information, existing construction of site facilities, and existing underground utilities and similar data are shown on the Drawings and reflect the Engineer's current understanding of site conditions based on information obtained from the Owner.

13-01.B. Contractor's Responsibilities

The Project site is in a steeply graded area above the Ukiah Valley Golf Course with narrow access roads. The Contractor is responsible for visiting the site prior to submitting a Bid.

The Contractor shall satisfy himself or herself as to the:

1. Nature and location of the work;
2. General and local conditions (particularly those bearing upon availability of transportation, disposal, handling, and storage of materials; availability of labor, water, electric power, roads; and uncertainties of weather, wind speeds and directions, or similar physical conditions at the site);
3. Conformation and conditions of the ground;
4. Character of equipment facilities needed before and during the execution of the Work; and
5. All other matters that can in any way affect the Work, or the cost thereof under this Contract.

The Contractor shall become familiar with the character, quality, and quantity of surface and subsurface materials to be encountered from inspecting the Site, any exploratory work done by the Owner, and from information presented by the Drawings and Specifications made a part of this Contract. Any failure by the Contractor to become acquainted with all the available information will not relieve the Contractor from responsibility for properly estimating the difficulty or cost of successfully performing the Work or from performing any of the work or operations required as a part of this Contract.

The Contractor shall anticipate underground obstructions (such as, water lines, sewer lines, utility lines, concrete, water table, soil conditions, and debris). No extra payment will be allowed for the removal, replacement, repair, or possible increased cost caused by underground obstructions. Any such lines or obstructions indicated on the map show only the approximate location and must be verified in the field by the Contractor. The Owner and Engineer will endeavor to familiarize the Contractor with all known underground service laterals for utilities and obstructions, but this will not relieve the Contractor from full responsibility in anticipating and locating all underground obstructions.

Existing survey monuments, reference points, and other existing monumentation shall be preserved. If such facilities must be removed, the Contractor shall notify the Engineer within ten (10) working days of the required removal so that such points can be referenced for reinstallation. The Contractor shall use the services of a licensed Land Surveyor, at no additional cost to the Owner, to complete such surveys and reinstallation.

13-02. Demolition

13-02.A. General

The work performed in connection with the removal of the existing welded steel water tank and the concrete foundation shall conform to the provisions in Section 15 of the California Standard Specifications and these Special Provisions.

Contractor shall remove, package and dispose of materials containing lead and asbestos in accordance with the recommendations of the "Pre-demolition Asbestos and Lead Survey Report: Pressure Zone 2 South Water Tank" (Appendix B) and the Contractor's Lead Compliance Plan.

Contractor shall conduct demolition in an orderly and careful manner and minimize interference with adjacent areas. Contractor shall put measures in place to prevent movement or settlement of adjacent structures, provide and place bracing or shoring, and be responsible for safety and support of structures.

The Contractor shall assume liability for movement, settlement, damage or injury.

Contractor shall cease operations immediately and notify Owner if safety of adjacent structures appear to be endangered. Do not resume operations until directed to proceed.

The use of explosive is prohibited.

13-02.B. References

1. Geotechnical Investigation Report: Proposed PZ2S Water Tank Replacement, Above Ukiah Valley Golf Course, Ukiah, California (SHN, 2017)
2. National Fire Protection Association:
NFPA 51B- Standard for Fire Prevention During Welding, Cutting and Other Hot Work
NFPA 241- Safeguarding Construction, Alteration and Demolition Operations

13-02.C. Submittals

Refer to Section 12-13, Submittal Procedures.

With Proposal:

1. Contractor qualifications: Submit qualifying experience Contractor has for performing this type of work.
2. Provide description of Contractor's proposed methods for cutting and removing tank. Demolition methods are subject to approval by the City of Ukiah and authorities having jurisdiction.

Submit copies of permit for transport and disposal of debris.

Detailed Work Plan – This plan shall be submitted for Owner review and acceptance and shall detail all proposed methods and sequences of operations including, but not limited to:

1. Tank decommissioning
2. Tank appurtenance removal
3. Tank dismantling procedures including demolition and removal sequence, tank cutting methods and dismantling plan
4. Concrete removal methods
5. Protection of existing structures and utilities
6. Site Safety Plan
7. Removal and disposal of waste
8. Description of transportation methods and disposal plan

Demolition Schedule: Indicate overall schedule and interruptions required for utility.

Lead Compliance Plan: Identify the scope of work and responsibility for compliance with Occupational Safety and Health Administration (OSHA), Environmental Protection Agency (EPA), and Local Air Quality Management District (AQMD) requirements. Identify Contractor's procedures to ensure compliance with the requirements of the lead construction standard (8 CCR 1532.1) for worker protection and training.

Shop Drawings:

1. Indicate location of items designated for Owner's retention.
2. Indicate location and construction of temporary work.

Disposal Records: Submit documentation from a permitted facility, attesting to final and legal disposal or recycling of waste materials removed from site. Documentation must be provided within 7 days of delivery to permitted facility. Include records for the following:

1. Piping
2. Contaminated soil, if applicable
3. Tank

4. Tank appurtenances
5. Tank foundation/existing concrete

13-02.D. Special Conditions

Lead Paint Cleanup

1. The Contractor shall take all necessary precautions to prevent any environmental contamination of the surrounding area due to the presence of lead paint on the storage tank to be removed.
2. The Contractor shall follow all federal, state, and local regulations governing the cleanup and disposal of lead paint contamination.
3. Paint on the existing tank to be demolished has been found to contain lead. Refer to "Pre-demolition Asbestos and Lead Survey Report: Pressure Zone 2 South Water Tank" (Appendix B to the Contract Documents). The Contractor shall submit a Lead Compliance Plan to Owner for approval.
4. The Contractor shall complete and submit California Department of Public Health Form 8551, "Abatement of Lead Hazards Notification" (<https://www.cdph.ca.gov/Programs/CCDC/PHP/DEODC/CLPPB/CDPH%20Document%20Library/cdph8551.pdf>) to the California Department of Public Health and post at all entrances to work area prior to beginning demolition work.

Asbestos

1. The Contractor shall take all necessary precautions to prevent any environmental contamination of the surrounding area due to the presence of asbestos in paint, concrete and any other existing materials, if encountered during construction.
2. The Contractor shall follow all federal, state, and local regulations governing the cleanup and disposal of asbestos.
3. The Contractor shall submit to the Mendocino County Air Quality Management District a completed "Asbestos Notification Form For Demolition and Renovation" (http://www.co.mendocino.ca.us/aqmd/pdf_files/Asbestos-Notification-Release-Form-2014.pdf) at least 10 days prior to beginning demolition work.

13-02.E. Closeout Submittals

Refer to Section 12-14, Execution and Closeout Requirements, for submittal requirements.

Project Record Documents: Record actual locations of tank removal, capped piping and electrical services, and concealed utilities discovered during demolition, if any.

13-02.F. Quality Assurance

Conform to applicable codes for demolition of existing structures, disposal of debris, dust control, and products requiring electrical disconnection and re-connection.

Conform to applicable federal, state and local codes and regulations when hazardous or contaminated materials are discovered.

Obtain required permits from authorities having jurisdiction.

13-02.G. Qualifications

Demolition/Tank Removal Contractor: Company specializing in performing work of this section with minimum 5 years documented experience. Company shall have experience with lead abatement/asbestos removal and be EPA and California Department of Public Health (CDPH) certified to perform this work in accordance with applicable regulations.

13-02.H. Pre-Demolition Meeting

Convene minimum one week before starting Work of this section.

1. Review methods and intended sequence of work.
2. Review Site Safety Plan.

3. Review Lead Compliance Plan.
4. Review intended route for moving and dimensional clearances of obstructions.
5. Address coordination with authorities for permits, City staff, and traffic control.

13-02.I. Scheduling and Coordination

Cooperate with Owner in scheduling noisy operations and waste removal that may impact Owner's operation.

Coordinate water service interruptions with Owner. Schedule piping tie-in and tank isolation to minimize disruption to existing systems. **Pressure Zone 2 North (PZ2N) Tank may NOT be out of service for more than 24 hours.**

13-02.J. Project Conditions

13-02.K. Salvage Requirements

Coordinate with Owner to identify any components and equipment required to be removed and delivered to Owner.

Tag components and equipment Owner designates for salvage and protect designated salvage items from demolition operations until items can be removed.

Carefully remove components and equipment indicated to be retained by Owner.

Deliver salvaged items where directed by Owner. Obtain signed receipt from Owner.

Execution

13-02.L. Preparation

Verify existing conditions before starting work.

Verify availability and accessibility of transport routes.

Identify and mark tank, structures, piping, utilities and obstructions to be removed, relocated, or abandoned during progress of the Work. Obtain Owner's written signature at site prior to demolition.

Identify hazardous materials including asbestos and lead-based paint.

Identify underground pipes and structures.

Identify operational restraints that may be necessary for safety and to minimize environmental impacts. Keep work sprinkled to prevent dust; provide hoses and water main or hydrant connections as required for demolition.

Notify Owner before starting work and comply with their requirements.

13-02.M. Site Safety Plan

A Project Manager (PM) and/or Site-Safety Officer (SSO) will be on the property at all times during demolition activities to ensure the Demolition Plan procedures, safety practices, and necessary mitigation measures are followed. Cal/OSHA requirements for worker protection shall be adhered to during all dismantling and handling activities and will be outlined in the task specific Job Safety Analysis (JSA). The PM/SSO will track and report daily progress, planned activities, and plan modifications.

All required precautions will be taken to ensure that safe working conditions are provided during all phases of the demolition. Staff and contractors entering the Project site will attend a safety orientation conducted on site. All workers will check in each working morning prior to commencing site work. Tailgate safety meetings will be completed each day prior to commencing operations to review the specific JSA and confirm health and safety concerns for that day's activities. Signed copies of the safety management documentation will be maintained by the PM or SSO.

A Site Specific Health and Safety Plan will be generated prior to commencing demolition activities. Basic health and safety provisions are as follows:

13-02.N. Work Procedures

The use of any hot work methods to cut piping, equipment, and tank wall plates is subject to approval by the City of Ukiah. Prior to any cutting or hot work, a site "Hot-Work Permit" will be secured from the City of Ukiah Fire Department. A fire watch will be required for all hot work activities. Flame resistant clothing

coveralls will be worn when performing hot work. Alternative non-hot work methods including hydraulic shears, rivet buster, and low-speed sawing will be used to the extent feasible.

A job safety analysis (JSA) will be completed and followed on a daily basis.

13-02.O. Hazardous Material Removal

Material and/or soil found to contain hazardous substances will be removed and disposed of at a permitted off-site facility. Should identified areas interfere with demolition activities, the materials will be removed and stored on site and disposed of as part of the remedial action plan.

Lead-Based Paint (LBP). Construction work which disturbs paint with any detectable concentration of lead is regulated by Cal/OSHA. All demolition work involving painted tanks, piping, or structures shall be conducted in accordance with the Contractor's site-specific Lead Compliance Plan (LCP), which must be approved by the City of Ukiah. In general, LBP will be removed prior to any hot work, including torch-cutting, arc-gouging, or abrasive-saw cutting. Mechanical demolition using low-speed reciprocating saws and hydraulic shears will be used wherever feasible to minimize release of lead dust and debris and resultant exposure to workers and the environment. Lead-containing paint chips, debris, and dust will be contained and cleaned up in accordance with the Lead Compliance Plan.

Asbestos. In the event that any suspect material is discovered during the demolition process work will cease immediately, the suspect material will be sampled by a California Asbestos Consultant and removed by a licensed asbestos abatement contractor if it contains asbestos. If non-friable suspect ACM (flange gaskets) is left intact and undisturbed between the flanges this material can be properly disposed of without testing.

13-02.P. Selective Piping Demolition

The unexposed pipeline interconnection points will be located and exposed with a backhoe or hand tools, as applicable, prior to finalizing a plan for selective piping demolition. Where piping is to be cut and capped, a neat, clean cap will be welded or a blind flange installed. If existing piping is exposed by excavation, such excavations will be backfilled.

13-02.Q. Decommissioning of Existing Tank

Permanently disconnect storage system-related electrical circuits before initiation of excavation work.

Erect, and maintain temporary barriers and security devices, including warning signs for protection of the public, City staff, and workers.

Secure supplementary framing and bracing to structure.

Protect elements surrounding structure from damage.

The procedures to remove the existing water tanks shall include, but not be limited to, the following:

1. Remove all electrical conduit and appurtenances from the tanks prior to dismantling of the tanks.
2. Remove all water that may be present that is capable of being pumped out of the tanks.
3. Drain or flush all water from piping/tanks.
4. Disconnect and cap all piping.

13-02.R. Tank Demolition

Remove aboveground water tanks in accordance with approved work plan.

The tank and selective piping will be dismantled and demolished. Metal components will be taken off site for recycling where possible, or disposal.

13-02.S. Foundation Demolition

Concrete foundation and additional support pads will be broken into manageable size pieces using a backhoe-mounted hydraulic ram and transported offsite for recycling and/or disposal. Remaining debris will be collected and sorted into corresponding stockpiles and disposed of at local recycling facilities or landfills.

13-02.T. Waste Disposal

General waste from the demolition will be managed in accordance with applicable regulations. Wherever practical and allowable, waste materials will be recycled or reused. All materials that cannot be recycled will be properly disposed at licensed facilities.

Contractor shall recycle as much material as possible.

Prior to final disposition, wastes will be characterized based upon the generator's knowledge (or laboratory analyses, if necessary) to evaluate hazardous characteristics in accordance with applicable regulations. Materials determined to be hazardous will be managed in accordance with California hazardous waste regulations and disposed of at a licensed facility. The only hazardous waste anticipated to be generated during demolition are non-friable asbestos, lead paint removal waste, and lead paint debris.

Collect waste from construction area, daily. Comply with requirements of NFPA 241 for removal of combustible waste material and debris.

If during work, contaminated soil is encountered or soil is contaminated, legally dispose off-site.

Handle hazardous, dangerous or unsanitary waste materials separately from other waste, containerize properly, and legally dispose off-site.

Remove debris, rubbish, and other materials resulting from tank removal operations. Transport and legally dispose off-site.

When hazardous materials are encountered during tank removal operations, comply with applicable regulations, laws, and ordinances concerning removal, handling, and protection against exposure or environmental pollution.

Burning of removed materials is not permitted on project site.

Pay for required weighing and measuring fees and charges to legally dispose waste materials off-site.

Remove contaminated soil and legally dispose off-site.

Remove materials as Work progresses. Upon completion of Work each day, leave areas in clean condition.

Remove excess uncontaminated excavated material from site.

All removed tank materials shall be loaded and trucked away from the site in such a manner as to not cause any hazard for passersby or damage to any existing facility. Any damage shall be repaired or replaced by the Contractor at no additional cost to Owner.

All waste material shall be disposed of in accordance with all federal, state, and local regulations.

All waste materials shall become the responsibility of the Contractor and the Contractor shall be responsible for the safe and proper removal and disposal of all waste materials.

Storage of waste materials at the site is not permitted.

All fees and transportation costs are the responsibility of the Contractor. The Contractor shall bear full responsibility for any and all fines against the project resulting from the improper handling and disposal of the waste materials.

13-02.U. Completion of Work

If applicable, repair damage to adjacent structures caused as result of demolition, after obtaining Owner's approval in writing.

Rough grade areas affected by demolition and leave level to within one percent; maintain grades and contours of site as indicated.

Backfill over excavated areas, open pits and holes caused as a result of demolition which exceed excavation limits for project; use approved fill.

Leave site in condition acceptable to Owner.

13-03. Earthwork

13-03.A. References

1. American Association of State Highway and Transportation Officials (AASHTO):
 - AASHTO M147 Standard Specification for Materials for Aggregate and Soil-Aggregate Subbase, Base and Surface Courses
 - AASHTO T88: Standard Specification for Particle Size Analysis of Soils
 - AASHTO T180: Standard Specification for Moisture-Density Relations of Soils Using a 10-lb rammer and an 18-in. drop
2. ASTM-International (ASTM):
 - ASTM C127: Standard Test Method for Specific Gravity and Absorption of Coarse Aggregate
 - ASTM C136: Standard Test Method for Sieve Analysis of Fine and Coarse Aggregates
 - ASTM D698: Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³)
 - ASTM D1557: Standard Test Method for Laboratory Compaction Characteristics of Soil Using Modified Effort (6,000 ft-lbf/ft³)
 - ASTM D2419: Standard Test Method for Sand Equivalent Value of Soils and Fine Aggregate
 - ASTM D2434: Standard Test Method for Permeability of Granular Soils (Constant Head)
 - ASTM D2487: Standard Classification of Soils for Engineering Purposes (Unified Soil Classification System)
 - ASTM D2922: Standard Test Method for Density of Soil and Soil-Aggregate in Place by Nuclear Methods (Shallow Depth)
 - ASTM D3017: Standard Test Method for Water Content of Soil and Rock in Place by Nuclear Methods (Shallow Depth)
 - ASTM D4253: Standard Test Methods for Maximum Index Density and Unit Weight of Soils Using a Vibratory Table
 - ASTM D4318: Standard Test Method for Liquid Limit, Plastic Limit, and Plasticity Index of Soils
3. California Department of Transportation (Caltrans) Standard Specifications
4. California Stormwater Quality Association, Stormwater Best Management Practice Handbook for Construction
5. Geotechnical Investigation Report: Proposed PZ2S Water Tank Replacement, Above Ukiah Valley Golf Course, Ukiah, California (SHN, 2017)

13-03.B. Quality Assurance

All materials shall conform to the applicable sections of the Caltrans Standard Specifications, most current edition, unless otherwise specified in these Specifications or on the Plans. In addition, all materials testing performed to provide quality assurance shall be in accordance with Section 12-08, Quality Requirements. The Contractor is required to provide selected materials certificates and testing data as described in Section 12-13, Submittal Procedures, and as listed below herein.

Furnish each aggregate material from single source throughout the Work.

When tests indicate materials do not meet specified requirements, change material and retest.

Rough Grading: perform Work in accordance with ASTM C136, ASTM D2419, and ASTM D2434.

Subsoil Material and Course Aggregate: perform material testing and analysis in accordance with ASTM D698 and AASHTO T180.

Fine Aggregate: perform material testing and analysis in accordance with ASTM C136.

13-03.C. Submittals

Excavation shoring and bracing plan.

Proposed methodology of excavation and embankment for reconstruction of slopes, and any proposed embankment material substitutions.

Mix designs for slurry cement being used on the Project

Excavation Protection Plan: Describe sheeting, shoring, and bracing materials and installation required to protect excavations and adjacent structures and property; include structural calculations to support plan.

Gradation curves for all aggregate material being used on the Project.

Samples: submit, in air-tight containers, 60-lb sample of each type of material to testing laboratory.

Load slips for all material delivery trucks shall be delivered to the job site with the truck (The Contractor shall retain all load slips, and shall make them available to the Engineer upon request.)

Materials Source: Submit name of imported materials suppliers.

Manufacturer's Certificate: Certify products meet or exceed specified requirements.

13-03.D. Qualifications

Prepare excavation protection plan, if required for completion of work, under direct supervision of Professional Engineer experienced in design of this Work and licensed in State of California.

Products

13-03.E. General

If the Contractor encounters material named on the Plans, and not described in this section, either during the bid or construction phases of the Project, the Contractor shall request that the material be described fully before preparing a bid or installing materials.

The Contractor shall not make assumptions as to the specifications of any material not explicitly described in this Specification section.

13-03.F. Native Backfill

Native backfill shall consist of material excavated during the course of the Project, shall be free of organic and other deleterious material, with no particles greater than 6 inches in diameter, and shall have a sand equivalent (SE) greater than 15.

13-03.G. Native Topsoil

Native topsoil shall consist of material excavated from the upper soil layer (from the surface to a depth of approximately six [6] inches) during the course of the Project. Native topsoil shall be stockpiled separately from native subsoil.

13-03.H. Imported Backfill

Imported backfill shall closely match the composition of the material that was removed from the excavation, shall be free of organic and other deleterious material, and shall have an SE greater than 15.

13-03.I. Imported Topsoil

Imported topsoil shall be sandy loam, friable, with a high degree of fertility; and shall be free of weeds, clods, roots, rocks, gravel, sticks, brush, and other deleterious material. An imported topsoil analysis shall be submitted to the Engineer for approval prior to delivery of any imported topsoil to the project site.

If the Engineer rejects any portion of the delivered soil for any reason, it shall be removed immediately at no cost to the Owner. The Contractor shall be responsible for maintaining all placed topsoil until the project has been accepted.

13-03.J. Slurry Cement Backfill

Slurry cement backfill shall conform to "Section 19-3.02E: Slurry Cement Backfill" of the Caltrans Standard Specifications and shall consist of a fluid, workable mixture of aggregate, cement, and water.

Slurry cement backfill shall be two (2)-sack mix, containing 188 pounds of Portland cement per cubic yard of material.

Mix type used for each specific application shall be as indicated on the Plans or as directed by the Engineer.

13-03.K. Aggregates for Earthwork

All aggregates shall conform to the Caltrans Standard Specifications, most recent Edition.

"Class 2 Aggr Base," or "aggregate base," shall consist of crushed aggregate base with a ¾-inch maximum sized aggregate. The coarse aggregate portion (retained on the US Standard #4 sieve) must have a minimum of 50 percent by weight of particles with at least two (2) fractured faces, as determined by California Test 205. Additionally, the material shall meet the aggregate gradation and quality characteristics of Class 2 Aggregate Base specified in Section 26 of the current version of the Caltrans Standard Specifications. If recycled/reclaimed aggregate is used, the recycled/reclaimed component shall not include processed asphalt concrete.

"Drain rock" or "¾-inch Drain Rock" shall be Class 2 Permeable Material conforming to "Section 68: Subsurface Drainage" of the Caltrans Standard Specifications.

Rock-lined ditch shall be constructed with rock conforming to "Section 72: Slope Protection" of the Caltrans Standard Specifications.

13-03.L. Sand Bedding and Cover Material

Sand bedding and cover shall have a minimum sand equivalent (SE) of at least 30 and shall be uniformly graded using No. 4 to 200 mesh screen. Not more than eight percent (8%) of the material shall pass the 260-mesh screen. This material shall be used for pipes four (4) inches in diameter or less and electrical conduit.

13-03.M. Structure Backfill

Structure backfill to be placed at not less than 95% relative compaction and for placement behind retaining walls, and shall conform to Caltrans Standard Specification. It shall have a minimum SE of not less than 20. One hundred percent (100%) shall pass a 3-inch sieve, 35 to 100% shall pass a No. 4 sieve, and 20 to 100% shall pass the 30-mesh screen. It shall be free from organic matter and unsatisfactory material.

13-03.N. Trench Backfill

Trench backfill shall be excavated and re-used material, graded, free of lumps larger than three (3) inches, rocks larger than two (2) inches, organic material, unsuitable material, debris, and have a minimum sand equivalent of 15.

13-03.O. Water for Compaction

Water shall be clean and free of oil, acids, salts, and other deleterious substances. Furnish as required.

13-03.P. Engineering Fabrics (Geotextile Material)

Engineering fabrics used for subgrade separation, filtering, and rock slope protection applications shall conform to Caltrans Standard Specification Section 96 "Geosynthetics."

Drain Fields: Woven material shall be Propex 200ST, or approved equal

Rock-Lined Ditches and RSP Energy Dissipaters: Nonwoven material shall be Propex 801, or approved equal.

Revetments: Nonwoven material shall be Propex 1071, or approved equal.

Filter Fabric: Filter fabric shall be Propex 601, or approved equal.

The Contractor shall submit material specification data on fabrics proposed to be equal.

13-03.Q. Best Management Practice (BMP) Materials

Geotextile Fabric: Furnish in accordance with State of California Department of Transportation Standard Section 96 "Geosynthetics."

BMP materials and products shall be as described in the California Stormwater Quality Association Stormwater Best Management Practices Handbook for Construction.

13-03.R. Planting Materials

Seeding, Soil Supplements, and Mulch: Furnish and install in accordance with State of California Department of Transportation, Standard Specification Section 20 "Landscape."

Execution

13-03.S. Site Preparation

Call Underground Service Alert (USA) service at 1-800-227-2600 not less than three (3) working days before performing Work.

Request underground utilities to be located and marked within and surrounding construction areas.

Identify required lines, levels, contours, and datum.

Notify all utility companies to remove or relocate their utilities prior to construction.

Protect utilities indicated to-remain from damage.

Protect benchmarks, survey control points, existing structures, fences, sidewalks, paving, and curbs from excavating equipment and vehicular traffic.

Verify existing plant life designated to remain is tagged or identified.

Protect trees, plant growth, and features designated to remain.

Establish temporary traffic control and detours when trenching is performed in public right-of-way. Relocate controls and reroute traffic as required during progress of Work.

13-03.T. Storage of Materials

It shall be the sole responsibility of the Contractor to store all earthwork material in a safe location out of the construction area and travelled way, in a manner that does not allow sediment to migrate into storm drains or waterways.

13-03.U. Erosion and Sediment Control

All construction activities involving water, including excavation, dewatering, and drainage structure construction, shall have an erosion and sediment control plan (ESCP) approved by the Engineer. Sediments or turbid waters generated from any construction activities, rainfall, or other unforeseen circumstances shall not be permitted to enter into sloughs, drainage channels, creeks, or other tributaries, unless sediments are removed first.

Any bare soil areas or stockpiled soils adjacent to a drainage inlet, drainage ditch, or other watercourse shall be covered and/or surrounded with mulch, fabric, or other protective covering prior to heavy rainfall.

The Contractor shall address the type of materials to be used in the erosion and sediment control plan.

The Contractor shall address sediment management, dewatering, and bypass pumping operations in conjunction with excavation shoring and safety plans.

Examination:

1. Verify that the site is suitably prepared to receive BMP materials and products.
2. Verify compacted subgrade, granular base, and stabilized soil is acceptable and ready to support equipment and stabilization activities.
3. Verify gradients and elevations of base or foundation for other work are correct.
4. Verify that native topsoil, stockpiled during earth disturbing activities, has been properly installed over the finished sub-grade.

Site Stabilization:

1. Incorporate temporary erosion control devices (BMPs) for all areas that will be disturbed at the water storage tank site and for any other disturbed areas as necessary to stabilize the work area. All long-term erosion control features and materials must be installed by October 15.

2. Construct, stabilize, and activate erosion controls before site disturbance within tributary areas of those controls.
3. Stockpile and waste pile heights shall not exceed 10 feet. Slope stockpile sides at 2:1 (horizontal to vertical) or flatter.
4. Stabilize any disturbed area of affected erosion control devices on which activity has ceased and that will remain exposed for more than 20 days.
 - a. During non-germinating periods, apply mulch at recommended rates.
 - b. Stabilize disturbed areas that are not at finished grade and that will be disturbed within one (1) year with no topsoil.
 - c. Stabilize disturbed areas that either are at finished grade or will not be disturbed within one (1) year using long-term stabilization and seeding procedures.
 - d. Stabilize diversion channels, sediment traps, and stockpiles immediately.

Field Quality Control

1. Refer to Section 12-14, Execution and Closeout Requirements.
2. Inspect erosion control devices on a weekly basis, and before and after each precipitation event that produces runoff. Make necessary repairs to ensure erosion and sediment controls are in good working order.
3. When sediment accumulation in sedimentation control structures has reached a point one-third ($\frac{1}{3}$) depth of sediment structure or device, remove and dispose of sediment.
4. Clean channels when depth of sediment reaches approximately one half ($\frac{1}{2}$) channel depth. Remove and dispose of sediment.
5. Furnish and apply erosion control re-vegetation materials according to "Section 21: Erosion Control" of the Caltrans Standard Specifications.

Cleaning:

1. Refer to Section 12-14, Execution and Closeout Requirements.
2. Do not damage sediment control structure or device during cleaning operations.
3. Do not permit sediment transport into construction site areas, drainages, or natural waterways.
4. Regularly maintain all Construction BMPs to prevent sediment transport from the site.

Protection: Irrigate long-term erosion control and re-vegetation areas until adequate moisture is available from incident precipitation. Reseed areas of unsatisfactory germination as required.

13-03.V. Stockpiling

Stockpile materials on site at locations designated by Owner or as indicated by Plans.

Stockpile in sufficient quantities to meet Project Schedule and requirements.

Separate differing materials with dividers or stockpile apart to prevent mixing.

Prevent intermixing of soil types or contaminated material.

Direct surface water away from stockpile site to prevent erosion or deterioration of materials.

Implement BMPs as required by the erosion and sediment control plan.

13-03.W. Clearing and Grubbing

Clear areas required for access to site and execution of Work to minimum depth of six (6) inches or through full depth of topsoil, as directed by Engineer. Stockpile topsoil for placement after final grading. Protect topsoil from erosion.

Remove trees and shrubs indicated. Remove stumps, main root ball, and root system to a minimum depth of 24 inches below finish grade.

Clear undergrowth and deadwood, without disturbing subsoil.

Remove debris, rock, and extracted plant life from site.

Remove paving, curbs, other concrete material, and other miscellaneous debris. Partially remove paving, curbs, and sidewalks as indicated on Drawings. Neatly saw cut edges at right angle to surface.

Remove abandoned utilities. Indicate removal termination point for underground utilities on Record Documents.

Continuously clean-up and remove waste materials from site. Do not allow materials to accumulate on site.

Do not burn or bury materials on site. Leave Site in clean condition.

Dispose materials at an approved disposal site.

13-03.X. Topsoil Removal, Stockpiling and Storage

Prior to beginning any excavation or fill, the Contractor shall remove the topsoil and stockpile it for future use (if applicable). Stockpiled topsoil shall be stored clear of the construction area. The Contractor shall take reasonable care to prevent the topsoil from becoming mixed with subsoil.

13-03.Y. Shoring, Sheet piling and Bracing

Sheet, shore, and brace excavations to prevent danger to persons, structures, and adjacent properties and to prevent caving, erosion, and loss of surrounding subsoil.

Support trenches more than 5 feet deep (or as required by OSHA regulations) excavated through unstable, loose, or soft material. Provide sheet piling, shoring, bracing, or other protection to maintain stability of excavation.

Design sheet piling and shoring to be removed at completion of excavation work.

Repair damage caused by failure of the sheet piling, shoring, or bracing and for settlement of filled excavations or adjacent soil.

Repair damage to new and existing Work from settlement, water or earth pressure or other causes resulting from inadequate sheet piling, shoring, or bracing.

13-03.Z. Trenching

Lay pipes to lines and grades indicated on Drawings. Engineer reserves right to make changes in lines, grades, and depths of utilities when changes are required for Project conditions.

Perform excavation within 2 feet of existing utility services in accordance with the utility provider's requirements.

Do not advance open trench more than 100 feet ahead of installed pipe.

Cut trenches to width indicated on Drawings. Remove water or materials that interfere with Work. Dispose of excess materials at permitted sites.

Excavate trenches to depth indicated on Drawings. Provide uniform and continuous bearing and support for bedding material and utilities.

When subsurface materials at bottom of trench are loose or soft, notify Engineer before proceeding.

Cut out soft areas of subgrade not capable of compaction in place. Backfill with aggregate base material and compact to density equal to or greater than requirements for subsequent backfill material.

Trim excavation. Hand trim for bell and spigot pipe joints, for pipe fittings, and for thrust blocking. Remove loose matter.

Correct over excavated areas with compacted backfill as specified for authorized excavation as directed by Engineer.

Remove excess subsoil not intended for reuse from site.

13-03.AA. Excavation

The Contractor shall perform all excavation work required to accomplish the construction, regardless of the type, nature, or condition of material encountered. The method of excavation used is optional; however, no equipment shall be operated near existing structures or newly completed construction if

such operation will endanger these structures. Excavation that cannot be accomplished using power equipment without endangering these structures, or those within 24 inches of marked underground utilities, shall be dug with hand tools.

The Contractor shall complete all excavations to the elevations, lines, and grades shown on the Plans. Contractor is responsible for construction staking. Allowances shall be made within the excavation for shoring, forms, working space, bedding, and backfill. Overexcavation below the grade lines shown on the Plans or established by the Engineer shall be backfilled at the Contractor's sole expense with Class 2 aggregate base, compacted to 95% relative compaction, unless otherwise directed by the Engineer (including overexcavation required to remove existing utilities shown on the Plans as to be removed). Overexcavation required due to unsuitable subgrade soils shall be as described below.

The Contractor shall control excavations through careful backfill and shoring placement that prevents excavation wall sloughing, and shall remove all material that sloughs into the excavation. In addition, all voids or cavities that result from sloughing excavation walls shall be backfilled and compacted with the same material at the same compaction/vibration requirements as shown on the excavation detail for that excavation. If, in the opinion of the Engineer, additional asphalt, concrete, or other surface material must be removed to compact or vibrate the backfill placed in these voids or cavities adequately, the Contractor shall sawcut and remove the surface material to the limits of the voids or cavities as directed by the Engineer. All costs associated with the removal of material that has sloughed into the trench; placement and compaction of the additional backfill material; and the saw cutting, removal, and patching of additional surface material shall be the sole responsibility of the Contractor, and no additional payment will be made to the Contractor for this work.

Excavate subsoil and topsoil from areas designated. Strip topsoil to full depth of topsoil in designated areas.

Stockpile excavated material meeting requirements for topsoil and subsoil materials.

Remove excess excavated materials not intended for reuse from site.

Remove excavated materials not meeting requirements for subsoil and topsoil materials from site.

Excavate and process wet material to obtain optimum moisture content.

When excavating through roots, perform Work by hand and cut roots with sharp axe.

Stability: Replace damaged or displaced subsoil as specified for fill.

13-03.BB. Excavation Dewatering

The Contractor shall provide and install sufficient means and facilities to divert, remove, and properly dispose of all water in the area of the excavation from any source, and shall maintain all work areas and excavations in a clean, dry, and safe condition.

The Contractor shall dewater all excavations to keep groundwater out of the excavation. Water shall not be allowed in excavations during concrete pours, or bedding, backfill, and compaction operations. Dewatering shall be accomplished by methods that will ensure a water-free excavation, preserve the design lines and grades of the bottom of the excavations, maintain the groundwater level at least one (1) foot below the excavation design grade, and prevent the loss of fines from the bottom of the excavation. Dewatering shall be a continuous 24-hours-a-day, 7-days-a-week operation until construction and backfilling are complete.

If excessive groundwater is present and cannot be adequately controlled, or if "pumping" of the subgrade material occurs during compaction, the Engineer may deem the bottom of the excavation unsuitable for placement of backfill material.

13-03.CC. Unsuitable Subgrade Excavation and Backfill

Unsuitable subgrade is native excavation material at subgrade that, in the opinion of the Engineer, is unsuitable to use as a subgrade layer and must be removed to provide a solid construction surface. Examples of this type of subgrade are plant material, logs, trash, wood chips and debris, mud, soft or spongy soil, and the like. It DOES NOT refer to material that sloughs into the excavation from the sidewalls due to insufficient shoring and must be dug out. If unsuitable material is encountered at the bottom of the excavation, the Engineer shall direct the Contractor as to the total volume of unsuitable material to be removed PRIOR to its removal from the excavation.

Once the unsuitable material has been excavated to the satisfaction of the Engineer, the Contractor shall backfill the overexcavation up to the elevations, lines, and grades shown on the. Backfill material shall be Class 2 aggregate base, compacted to 95% maximum dry density of the same materials in accordance with ASTM method D1557, unless otherwise directed by the Engineer.

If, upon overexcavation, the resulting subgrade, in the opinion of the Engineer, is still unsuitable to use as a compaction bed, the Contractor shall backfill the overexcavation up to the elevations, lines, and grades shown on the Plans with permeable material, or slurry cement, as directed by the Engineer.

13-03.DD. Subgrade Preparation

Prior to placement and compaction of embankment and road structural sections, the Contractor shall scarify, moisture condition, and re-compact the upper 8 inches of exposed native subgrade soils to a minimum 90% of the dry density of the same materials using Caltrans Test 216 "Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates" and Caltrans Test 231 "Method of Test for Relative Compaction of Untreated and Treated Soils and Aggregates using Nuclear Gages."

1. Compact subgrade to density requirements for subsequent backfill materials.
2. Cut out soft areas of subgrade not capable of compaction in place. Backfill with structural fill and compact to density equal to or greater than requirements for subsequent fill material.
3. Scarify subgrade surface to depth of 12 inches, as specified in the geotechnical report, or as shown on the Plans.
4. Proofroll to identify soft spots; fill and compact to density equal to or greater than requirements for subsequent fill material.

13-03.EE. Backfilling

General:

1. Backfill shall be placed in lifts as required to achieve required compaction. Maximum lift thickness of loose soil (before compaction) when hand-operated compaction devices are used should not exceed six (6) inches, and when heavy equipment is used should not exceed eight (8) inches.
2. The Contractor shall obtain the Engineer's approval of concrete work, and shall remove all trash and other debris from the excavation, prior to backfilling.
3. The Contractor shall not operate wheeled or tracked equipment within five (5) feet of the walls of concrete structures for the purpose of depositing or compacting backfill material.
4. Backfill areas to contours and elevations with acceptable materials.
5. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
6. Place material in continuous layers as follows:
 - a. Subsoil Fill: Maximum six (6) inches compacted depth
 - b. Structural Fill: Maximum six (6) inches compacted depth
 - c. Coarse Aggregate Fill: Maximum six (6) inches un-compacted depth
 - d. Topsoil Fill: Maximum six (6) inches un-consolidated depth
7. Employ placement method that does not disturb or damage other work.
8. Maintain optimum moisture content of backfill materials to attain required compaction density.
9. Do not backfill against unsupported foundation and retaining walls.
10. Backfill simultaneously on each side of unsupported foundation walls until supports are in place.
11. Make gradual grade changes. Blend slope into level areas.
12. Remove surplus backfill materials from Site.
13. Leave fill material stockpile areas free of excess fill materials.

14. Repair or replace items indicated to remain that have been damaged by excavation or filling.

Slurry Cement: Slurry cement backfill shall be consolidated using motor-driven vibrators to remove all voids and shall be placed in the work within one (1) hour after mixing. The vibrator used shall be large enough to vibrate the slurry cement to the satisfaction of the Engineer. In addition, the slurry cement mixture shall contain enough water that it flows into the hole left when the vibrator is removed. Slurry material that does not flow into the hole left by the vibrator shall have water added to it in the truck in an amount sufficient to make it do so. Slurry cement shall not be covered with other material for at least four (4) hours after placement.

Trench Backfilling:

1. Backfill trenches to contours and elevations with approved fill materials.
2. Systematically backfill to allow maximum time for natural settlement. Do not backfill over porous, wet, frozen, or spongy subgrade surfaces.
3. Place and compact material in continuous layers as follows:
 - a. Trench Backfill: Maximum six (6) inches compacted depth
 - b. Structural Fill: Maximum six (6) inches compacted depth
 - c. Fine Aggregate: Maximum four (4) inches compacted depth
 - d. Permeable Material: Maximum six (6) inches compacted depth
4. Employ placement method that does not disturb or damage foundation perimeter drainage, utilities in trench, and any other new or existing features.
5. Maintain optimum moisture content of fill materials to attain required compaction density.
6. Do not leave more than 50 feet of trench open at end of working day.
7. Protect open trench to prevent danger to Owner and the public.

13-03.FF.Compaction

General:

1. Fill materials shall be mechanically compacted. Jetting is not allowed. Care shall be taken not to damage pipe, conduit, or other facilities with compacting equipment.
2. When tests indicate Work does not meet specified requirements, remove Work, replace, and retest.
3. Proofroll compacted, scarified, and re-compacted, or fill surfaces beneath bolted steel water storage tank before placement of structural material.
4. Backfill adjacent to concrete walls shall be compacted with hand-operated tampers or similar equipment that will not damage the structure.
5. The structural section beneath all slabs-on-grade should include a minimum of 12 inches of structural fill and four (4) inches of Class II aggregate base. Areas where the site grade is on a cut, an additional 12 inches below finished grade will need to be removed and recompacted.

Compaction Testing:

1. Refer to Section 12-08, Quality Requirements and Section 12-14, Execution and Closeout Requirements.
2. Compaction testing may be performed by the Engineer to determine if the Contractor's compaction efforts are meeting the minimum compaction requirements. Excavation backfill that fails compaction tests shall be re-compacted as necessary to meet the minimum compaction requirements at the sole expense of the Contractor.
3. Perform laboratory material tests in accordance with ASTM D698 and AASHTO T180.
4. Perform in place compaction tests in accordance with the following:
5. Density Tests: ASTM D2922
6. Moisture Tests: ASTM D3017

7. When tests indicate Work does not meet specified requirements, remove Work, replace, compact, and retest.

Relative Compaction

1. Relative compaction of not less than 95%, in accordance with ASTM D1557, shall be obtained for a minimum depth of six (6) inches below the grading plane (bottom of roadway structural section) for the width between the outer edges of shoulders, whether in excavation or embankment.
2. Relative compaction of not less than 90%, in accordance with ASTM D1557, shall be obtained in all material in embankment, except as specified herein to be 95%.

13-03.GG. Grading Tolerances

Top Surface of Topsoil: ± 0.10 foot from required elevations

Top Surface of Subgrade: ± 0.10 -foot from required elevation

Top Surface of General Backfilling: ± 0.10 feet from required elevations.

Top Surface of Backfilling under Paved Areas: ± 0.05 feet from required elevations.

Top Surface of Backfilling beneath Water Tank: ± 0.05 foot from required elevations

13-03.HH. Protection of Finished Work

Reshape and re-compact fills subjected to vehicular traffic during construction.

13-03.II. Work Quality Guarantee

The Contractor shall guarantee all earthwork, including excavation, embankment, backfill, and slope reconstruction work against failure for two (2) years after the work has been formally accepted by the Engineer in writing, or until the Notice of Completion has been filed as specified in the contract General Provisions, whichever comes first. During this time, the Contractor shall repair, at his or her own expense and to the satisfaction of the Engineer, all failed earthwork excavation, backfill, reconstruction, and resurfacing.

For the purpose of this contract, failure shall be deemed to have occurred if any of the following conditions exists:

1. Across all fields, pastures, or areas untraveled by automotive equipment, a depression causing the ponding of water between the sides of the uncut portion
2. Any other settlement that causes drainage problems or concentrations of water to run along the excavation line
3. On reconstructed slopes, any irregularity or unevenness resulting in concentrations of runoff that cause or contribute to erosion of the slope. (Erosion of the slope is defined as any washout or rill exceeding two (2) inches in depth.)

If any of these conditions exist, the Contractor shall correct the failure within a timeframe acceptable to the Owner.

13-03.JJ. Contaminated Soil Procedure

If the Contractor or any of the Contractor's agents or employees encounters or discovers materials that appear, by visual or olfactory inspection, to contain regulated or hazardous materials (as defined by the California Environmental Protection Agency) during the performance of the Work, the Contractor shall inform the Engineer immediately and suspend work in the affected area until the Engineer has inspected the location and material in question. If it becomes necessary to undertake remediation, the Engineer will give written notice to suspend work in the affected area until the proper course of action has been determined. Operations in the affected area shall be resumed only upon written notice by the Engineer.

13-04. Concrete Formwork

13-04.A. Scope

The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection

with, or properly incidental to furnishing, installing, and removing formwork as described in this section of the Specifications, shown on the Plans, or reasonably implied therefrom, except as hereinafter specifically excluded.

13-04.B. References Standards

Comply with all federal, state, and local codes and safety regulations. In addition, comply with the provisions of the following codes, specifications, and standards, except where requirements that are more stringent are shown or specified.

1. American Concrete Institute (ACI)-347 "Standard Recommended Practice for Concrete Formwork," current edition
2. American Plywood Association (APA) Engineered Wood Association Stamp
3. Army Corps of Engineers (ACOE) Specification CRD-C-572
4. California Building Code (CBC), current governing edition
5. West Coast Lumber Inspection Bureau (WCLIB) "Standard Grading, and Dressing Rules No. 17"

13-04.C. Qualifications

Design and detailing of formwork shall be by a person experienced in the design of formwork.

13-04.D. Other

The Contractor shall obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete.

Materials

13-04.E. Forms

1. Plywood shall be 5/8-inch Exterior "B-B" Ply form Class I. Each sheet shall be grade stamped with an APA stamp.
2. Sheathing shall be Douglas fir "Standard" grade in accordance with Grading Rules #17, WCLIB, and paragraph 118-c.
3. Hardboard shall be 1/8-inch tempered.

13-04.F. Spreaders

Spreaders shall be of metal type that will give positive tying and accurate spreading.

Studs, wales, and shoring shall be Douglas fir "Construction" grade in accordance with Grading Rules #17, WCLIB paragraph 122-b or "No. 2" grade, paragraph 123-c.

13-04.G. Manufactured Assemblies

Manufactured assemblies may be used as forms if maximum loadings and deflections used on jacks, brackets, columns, joists, and other manufacturer devices do not exceed the manufacturer's recommendations.

13-04.H. Formwork Accessories

Form Release Agent: Colorless mineral oil that will not stain concrete, or absorb moisture, or impair natural bonding characteristics of coatings intended for use on concrete

Corners: Chamfer, rigid plastic or wood strip type; 3/4-inch x 3/4-inch size; maximum possible lengths

Nails, Spikes, Lag Bolts, Through Bolts, and Anchorages: Sized as required, or sufficient strength and character to maintain formwork in place while placing concrete

Execution

13-04.I. General

Furnish and install all forms, clamps, accessories, etc., required for all poured-in-place concrete on the below grade and unexposed portions above grade. Where sides of excavations have been cut neat and

accurate to size for pouring of concrete directly against the excavation, forms for footings will not be required.

Furnish and install all forms, clamps, sealer, accessories, etc., required for all poured-in-place concrete above grade that will be exposed.

Provide crack control and keyed cold joint forms.

13-04.J. Design and Construction of Formwork

Forms shall be constructed of sound material, of the correct shape and dimension, mortar tight, and of sufficient strength, and be braced and tied together so that the movement of equipment, workers, materials, or placing and vibrating the concrete will not throw them out of line or position. Construct so that they may be easily removed without damage to the concrete. Any movement or bellying of forms during construction shall be considered just cause for their removal and the removal of the concrete work so affected. All formed joints on concrete surfaces that are to be exposed shall be taped and shall align so joints will not be apparent on the concrete surfaces. All dirt, chips, sawdust, and other foreign matter shall be completely removed before concrete is placed.

Before concrete is placed in forms, all inside surfaces of the forms shall be thoroughly coated with an approved form sealer. The form sealer shall be of high penetrating quality leaving no film on the surface of the forms that can be absorbed by the concrete.

Form supports shall be placed on adequate foundations and have sufficient strength and bracing to prevent settlement or distortion from the weight of the concrete or other cause. Support shall rest on double-wedged shim, or other approved means, so that the forms will be maintained at the proper grade.

Form Ties: Bolts, rods, or other approved devices shall be used for internal form ties and shall be of sufficient quantities to prevent spreading of the forms. The ties shall be placed at least 1½ inches away from the finished surface of the concrete. The use of ties consisting of twisted wire loop will not be permitted. Bolts and rods that are to be completely withdrawn shall be coated with grease.

13-04.K. Plumbing, Leveling, Repairing, and Maintenance Forms

Before concrete is placed in any form, the horizontal and vertical position of the form shall be carefully verified and all inaccuracies, corrected. All wedging and bracing shall be completed in advance of placing of concrete.

Boards or other form materials that have been damaged, checked, or warped prior to placing of concrete shall be removed from the forms and replaced with approved materials or otherwise corrected to the satisfaction of the Engineer.

Assign a sufficient number of workers to keep watch on and maintain the forms during placing of concrete. Satisfactorily remedy any displacement or looseness of forms or reinforcement before placing of concrete. No form shall be moved or altered except as may be specifically directed.

13-04.L. Removal of Formwork, False work, and Shoring

Formwork, false work, and shoring shall not be removed until the concrete members have acquired sufficient strength to support their weight and the loads to be superimposed thereon safely.

Vertical forms shall remain on columns, walls, pilasters, etc. for at least seven (7) days.

Shoring and false work under beams, girders, slabs, etc., shall remain in place for at least 14 days.

The Contractor shall request to have field-cured compression test specimens taken for any concrete where it is planned to remove formwork, false work, or shoring sooner than indicated above.

In removing plywood forms, no metal pinch bars shall be used, and special care shall be taken in stripping. Start at top edge or vertical corner where it is possible to insert wooden wedges. Wedging shall be done gradually and shall be accompanied by light tapping of the plywood panels to crack them loose. Do not remove forms with a single jerk after it has been started at one end.

Forms shall be left in place as long as possible to permit shrinkage away from concrete.

Nothing herein shall be construed as relieving the Contractor of any responsibility of the safety of the structure.

After stripping, properly protect all concrete to be exposed in the finish work from damage with boards and building paper to prevent staining, spoiled edges, chips, etc.

Whenever the formwork is removed during the curing period, the exposed concrete shall be cured by one of the methods specified in "Section 03 30 00: Cast-in-Place Concrete."

13-05. Concrete Reinforcing

13-05.A. Scope

The Work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities; and performing all labor and services necessary for, required in connection with, or properly incidental to furnishing and installing all reinforcing bars, ties, wire fabric, spacing devices, inserts, and all other material required to complete installation, as described in this section of the Specifications, shown on the accompanying Drawings, or reasonably implied therefrom.

13-05.B. References

1. American Concrete Institute (ACI):

ACI 301:	Specifications for Structural Concrete
ACI 315:	Details and Detailing of Concrete Reinforcement
ACI 316:	Building Code Requirements for Structural Concrete
ACI 530.1:	Specifications for Masonry Structures
ACI SP-66:	ACI Detailing Manual

2. ASTM-International (ASTM):

ASTM A184:	Standard Specification for Welded Deformed Steel Bar Mats for Concrete Reinforcement
ASTM A615/A615M:	Standard Specification for Deformed and Plain Billet-Steel Bars for Concrete Reinforcement
ASTM A704/A704M:	Standard Specification for Welded Steel Plain Bar or Rod Mats for Concrete Reinforcement
ASTM A706/A706M:	Standard Specification for Low-Alloy Steel Deformed and Plain Bars for Concrete Reinforcement
ASTM A767/A767M:	Standard Specification for Zinc-Coated (Galvanized) Steel Bars for Concrete Reinforcement
ASTM A775/A775M:	Standard Specification for Epoxy-Coated Reinforcing Steel Bars
ASTM A884/A884M:	Standard Specification for Epoxy-Coated Steel Wire and Welded Wire Reinforcement
ASTM A934/A934M:	Standard Specification for Epoxy-Coated Prefabricated Steel Reinforcing Bars
ASTM A996/A996M:	Standard Specification for Rail-Steel and Axle-Steel Deformed Bars for Concrete Reinforcement
ASTM A1064/1064M:	Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete
ASTM D3963/D3963M:	Standard Specification for Fabrication and Jobsite Handling of Epoxy-Coated Steel Reinforcing Bars

3. American Welding Society (AWS):

AWS D1.4:	Structural Welding Code-Reinforcing Steel
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4. Concrete Reinforcing Steel Institute (CRSI):

CRSI 10MSP:	Manual of Standard Practice
CRSI 10PLACE:	Placing Reinforcing Bars (PRB)

13-05.C. Submittals

Submit shop drawings in accordance with Section 12-13, Submittal Procedures.”

Indicate bar materials and size, spacing, locations, and quantities of reinforcing steel, bending and cutting schedules, supporting and spacing devices.

13-05.D. Quality Assurance

Perform Work in accordance with ACI 315 or ACI 318, as appropriate, and CRSI PRB.

Prepare shop drawings in accordance with ACI SP-66.

Store reinforcement during fabrication and at site to avoid excessive rusting or coating with grease, oil, dirt, or other objectionable materials.

All materials and work shall be subject to inspection at the mill, the fabrication shop, and at the building site. Material or workmanship not complying fully with the Plans, and/or Specifications will be rejected.

If the Engineer, through oversight or otherwise, has accepted material or work that is defective or contrary to Specifications, this material or work, regardless of state of completion, may be rejected.

The Contractor shall cooperate with and notify the Engineer at least 24 hours in advance of inspections required and shall provide samples, test pieces, and facilities for inspection without extra charge.

The Contractor shall identify each lot of fabricated reinforcing steel to be shipped to the site by assigning an individual lot number that identifies steel by heat number and shall be tagged in such a manner that each such lot can be accurately identified at the job site.

The Contractor shall remove all unidentified reinforcing steel, anchorage assemblies and bar couplers received at the site.

13-05.E. Coordination

Coordinate with placement of formwork, formed openings and other Work.

Coordinate work with all trades so as not to interfere with the work of other trades. Bring interferences between trades to Engineer's attention and resolve before any concrete is placed.

Products

13-05.F. Reinforcement

Bars for reinforcement shall be deformed, intermediate grade steel conforming to the requirements of ASTM A615, Grade 60 including Supplement S1.

13-05.G. Accessory Materials

All wire and wire fabric for concrete reinforcement shall conform to "Standard Specification for Carbon-Steel Wire and Welded Wire Reinforcement, Plain and Deformed, for Concrete" ASTM A1064.

All other materials not specifically described by these Specifications but required for complete and proper placement of reinforcement shall be new, first quality of their respective kinds, and subject to the approval of the Engineer.

13-05.H. Fabrication

Bends for reinforcing steel shall be made in accordance with ACI 3115 or ACI 318 latest edition, as appropriate. Bend all bars cold.

Bars shall not be cut by gas torch.

Execution

13-05.I. Placement

Prior to all work of the section, carefully inspect the installed work of other trades and verify that all work is sufficiently complete to permit the start of work under this section and that the completed work of this section will be in complete accordance with the original design and the reviewed shop drawings. In the event of discrepancy, immediately notify the Engineer in writing.

In the event conduits, pipes, inserts, sleeves, or any other items interfere with placing the reinforcement as indicated on the Plans or approved shop drawings, or as otherwise required, immediately notify the Engineer and obtain approval on procedure before placement of reinforcement is started.

Do not field-bend reinforcing steel in a manner that will injure material, that will cause the bars to be bent on too tight a radius, or that is not indicated as allowed on the Plans or permitted by Engineer. Do not straighten bent or kinked bars for use on Project without permission of Engineer. Remove and replace bars with kinks or bends not shown on the Plans. Heating or welding of bars shall be performed only with permission of the Engineer and in accordance with AWS D1.4.

All reinforcement shall be placed in strict conformity with the requirements of the engineering drawings, as to location, position, and spacing of members. It shall be supported and secured against displacement by the use of adequate and proper wire supporting and spacing devices, tie wires, etc. so that it will remain in its proper position in the finished structure.

Preserve clear space between parallel bars of not less than $1\frac{1}{2}$ times the nominal diameter of round bars and in no case shall the clear distance be less than $1\frac{1}{2}$ inches or less than $1\frac{1}{3}$ times the maximum size of aggregate for concrete. Bars placed in shotcrete shall have a minimum clearance between bars of $2\frac{1}{2}$ inches for No. 5 and smaller and six (6) bar diameters for bars larger than No. 5.

Lap splices shall be contact lap splices in accordance with ACI 315 or ACI 318, as appropriate, unless noted otherwise on the Contract Plans. Bars shall be wired together at laps. Wherever possible, stagger splices in adjacent bars. Make all splices in wire fabric at least $1\frac{1}{2}$ meshes or 12 inches wide, whichever is greater. When splicing in areas to receive shotcrete, lap splices shall be non-contact with at least two (2)-inch clearance between bars.

Take all means necessary to ensure that steel reinforcement, at the time concrete is placed around it, is completely free from dried concrete, rust, dirt, loose mill scale, oil, paint and all coatings that will destroy or reduce the bond between steel and concrete. When concrete placement is delayed, reinforcement shall be cleaned by sandblasting, as directed by the Engineer.

The Contractor shall notify the Engineer at least 24 hours in advance of when inspections are required.

13-06. Cast-In-Place Concrete

13-06.A. Scope

The work included under this section consists of furnishing all material, supplies, equipment, tools, transportation, and facilities, and performing all labor and services necessary for, required in connection with, or properly incidental to furnishing, and installing cast-in-place concrete work as described in this section of the specifications, shown on the Drawings, or reasonably implied therefrom, except as hereinafter specifically excluded.

13-06.B. References

1. American Concrete Institute (ACI):

ACI 301:	Specifications for Structural Concrete
ACI 304:	Guide for Measuring, Mixing, Transporting, and Placing Concrete
ACI 304.2:	Placing Concrete by Pumping Methods
ACI 305:	Hot Weather Concreting
ACI 306.1:	Standard Specification for Cold Weather Concreting
ACI 308.1:	Standard Specification for Curing Concrete
ACI 318:	Building Code Requirements for Structural Concrete

2. ASTM-International (ASTM):

ASTM B221:	Standard Specification for Aluminum and Aluminum-Alloy Extruded Bars, Rods, Wire, Profiles, and Tubes
ASTM C31:	Standard Practice for Making and Curing Concrete Test Specimens in the Field
ASTM C33:	Standard Specification for Concrete Aggregates

ASTM C39:	Standard Test Method for Compressive Strength of Cylindrical Concrete Specimens
ASTM C42:	Standard Test Method for Obtaining and Testing Drilled Cores and Sawed Beams of Concrete
ASTM C94:	Standard Specification for Ready-Mixed Concrete
ASTM C143:	Standard Test Method for Slump of Hydraulic Cement Concrete
ASTM C150:	Standard Specification for Portland Cement
ASTM 171:	Standard Specification for Sheet Materials for Curing Concrete
ASTM C172:	Standard Practice for Sampling Freshly Mixed Concrete
ASTM C173:	Standard Test Method for Air Content of Freshly Mixed Concrete by the Volumetric Method
ASTM C231:	Standard Test Method for Air Content of Freshly Mixed Concrete by the Pressure Method
ASTM C260:	Standard Specification for Air-Entraining Admixtures for Concrete
ASTM 308:	Standard Test Methods for Working, Initial Setting, and Service Strength Setting Times of Chemical-Resistant Resin Mortars
ASTM C330:	Standard Specification for Lightweight Aggregates for Structural Concrete
ASTM C494:	Standard Specification for Chemical Admixtures for Concrete
ASTM C595:	Standard Specification for Blended Hydraulic Cements
ASTM C618:	Standard Specification for Coal Fly Ash and Raw or Calcined Natural Pozzolan for Use in Concrete
ASTM C685:	Standard Specification for Concrete Made by Volumetric Batching and Continuous Mixing.
ASTM C845:	Standard Specification for Expansive Hydraulic Cement
ASTM C989:	Standard Specification for Slag Cement for Use in Concrete and Mortars
ASTM C1017:	Standard Specification for Chemical Admixtures for Use in Producing Flowing Concrete
ASTM C1064:	Standard Test Method for Temperature of Freshly Mixed Hydraulic-Cement Concrete
ASTM C1107:	Standard Specification for Packaged Dry, Hydraulic-Cement Grout (Non-shrink)
ASTM C1116:	Standard Specification for Fiber-Reinforced Concrete
ASTM C1157:	Standard Performance Specification for Hydraulic Cement
ASTM C1218:	Standard Test Method for Water-Soluble Chloride in Mortar and Concrete
ASTM C1240:	Standard Specification for Silica Fume Used in Cementitious Mixtures
ASTM D994:	Standard Specification for Preformed Expansion Joint Filler for Concrete (Bituminous Type)
ASTM D1751:	Standard Specification for Preformed Expansion Joint Filler for Concrete Paving and Structural Construction (Nonextruding and Resilient Bituminous Types)
ASTM D1752:	Standard Specification for Preformed Sponge Rubber Cork and Recycled PVC Expansion Joint Fillers for Concrete Paving and Structural Construction

- ASTM D6690: Standard Specification for Joint and Crack Sealants, Hot Applied, for Concrete and Asphalt Pavements
- ASTM E96: Standard Test Methods for Water Vapor Transmission of Materials
- ASTM E119: Standard Test Methods for Fire Tests of Building Construction and Materials
- ASTM E1643: Standard Practice for Selection, Design, Installation, and Inspection of Water Vapor Retarders Used in Contact with Earth or Granular Fill Under Concrete Slabs
- ASTM E1745: Standard Specification for Plastic Water Vapor Retarders Used in Contact with Soil or Granular Fill under Concrete Slabs

13-06.C. Submittals

Refer to Section 12-13, Submittal Procedures.

Construction and fabrications or mixing of materials shall not begin until Contractor has received submittals reviewed and approved by Engineer governing all aspects of the intended work.

Design Data:

1. Submit concrete mix design for each concrete strength class. Submit separate mix designs when admixtures are required for the following:
 - a. Hot and cold weather concrete work.
 - b. Air entrained concrete work.
2. Identify mix ingredients and proportions, including admixtures.
3. Each proposed mix design shall be sealed and signed by a Professional Engineer presently registered in the State of California.

Product Data: Manufacturer's catalog sheets including instruction for use and description of application shall be provided on each of the following materials that is proposed to be incorporated into the Work:

1. Epoxies
2. Grout
3. Admixtures
4. Curing Compounds
5. Chemical Hardener
6. Moisture Barriers
7. Pozzolan

Samples: Submit samples of materials as specified and as otherwise required by Engineer, including names, sources, and descriptions.

13-06.D. Quality Assurance

Perform Work in accordance with ACI 301, except as modified herein.

Conform to ACI 305 when concreting during hot weather.

Conform to ACI 306.1 when concreting during cold weather.

Acquire cement and aggregate from one (1) source for Work.

The Contractor shall provide and pay for the services of an independent testing laboratory, as described in Section 12-08, Quality Requirements, to demonstrate conformance with the specified requirements for cast-in-place concrete. The Contractor shall provide samples of the proposed materials for the required analyses, incidental labor, and facilities for handling, storage and curing of the samples, and access to the work and to manufacturers' facilities.

13-06.E. Environmental Requirements

Maintain concrete temperature after installation at minimum 50 °F for minimum seven (7) days.

Do not mix or place when atmospheric temperature is below 40 °F or when conditions indicate temperature will fall below 40 °F within 72 hours. Reinforcing steel, forms, and ground that concrete will contact shall be completely free of frost.

When temperature is above 80 °F, Contractor shall take precautions to ensure that rebar temperature does not exceed ambient temperature. Do not place concrete when ambient temperatures exceed 115 °F.

Temperature of concrete at time of placing shall not be less than 40 °F and not more than 85 °F.

13-06.F. Coordination

Coordinate placement of joint devices with erection of concrete formwork and placement of form accessories.

Obtain information and instructions from other trades and suppliers in ample time to schedule and coordinate the installation of items furnished by them to be embedded in concrete so provision for their work can be made without delaying the project.

Cutting and patching made necessary by failure or delay in complying with these requirements shall not be considered acceptable.

Products

13-06.G. Concrete Materials

Portland cement shall conform to ASTM C150 for Type II cement. Use a single, approved standard brand throughout work.

Aggregates

1. General: Fine and coarse aggregates shall conform to ASTM C33, except as herein modified. Fine and coarse aggregates shall be regarded as separate ingredients. Aggregates shall be non-reactive and shall be washed before use.
2. Tests for size and grading of fine and coarse aggregates shall be in accordance with ASTM C33. Combined aggregates shall be well and uniformly graded from coarse to fine sizes to produce a concrete that has optimum workability and consolidation characteristics. Combined aggregates shall conform to the grading limits of combined aggregates for 1-inch maximum grading in accordance with ASTM C33.
 - a. Fine Aggregate: Fine aggregate shall be hard, dense, durable particles of either natural sand or manufactured sand produced from larger aggregate or a combination thereof, well graded from coarse to fine particles.
 - b. Coarse Aggregate: Coarse aggregate shall be hard, dense, and durable gravel or crushed rock free from injurious amounts of soft and friable particles, alkali, and organic matter.

Concrete Mix Design: Concrete mix shall conform to the applicable sections of the Caltrans Standard Specifications. Unless otherwise shown on the Plans, Portland cement concrete shall contain not less than 564 pounds of Portland cement per cubic yard. Certified weight master certificates including the batching information and mix proportions shall be delivered to the jobsite with each truck, and made available to the Engineer upon request.

Water for washing aggregate and for mixing and curing concrete shall be clean and free from oil and deleterious amounts of acids, alkalis, or organic materials and shall not contain more than 1,000 mg/L of chlorides as Cl⁻, or more than 1,300 mg/L of sulfates as SO₄⁻.

13-06.H. Admixtures

Admixtures shall be used only when approved with the mix design and shall be compatible with the concrete and with each other. The use of any admixture must comply with the manufacturer's printed recommendations. Admixtures containing calcium chloride are not acceptable.

1. Air Entrainment: Air entraining admixtures shall conform to ASTM C260. Admixture shall be AEA-15 by Sika Chemical Corp; MB-AE 90 by Master Builders; AEA-92 by Euclid Chemical Co.; Dorex AEA by W.R. Grace; Edoce 2001 or 2002 by Edoco Technical Products; or approved equal.
2. Water Reducing: Water reducing admixtures shall conform to the requirements of ASTM C494 Type A and shall be Plastocrete 161 by Sika Chemical Corp.; Eucon WR-89 by Euclid Chemical Co.; Pozzolith 200N by Master Builders; or approved equal.
3. Water Reducing Retarding: Water reducing/retarding admixtures shall conform to the requirements of ASTM C494 Type D and shall be Plastiment by Sika Chemical Corp; Eucon Retarder WR-75 by Euclid Chemical Co.; Pozzolith 100XR by Master Builders; or approved equal.
4. High Range Water Reducing Admixtures and Retarder: High range water reducing/retarder admixture shall conform to the requirements of ASTM C494 Type G and shall be Sikament 10ESL by Sika Chemical Corp.; Eucon 537 by Euclid Chemical Corp.; or approved equal.
5. High Range Water Reducer Superplasticizer: High range water reducer/ superplasticizer shall conform to the requirements of ASTM C494, Type F or Type G and shall be Sikament FF or 86 by Sika Chemical Corp.; WRDA 19 by W.R. Grace Co.; Eucon 37 by Euclid Chemical Corp.; or approved equal.
6. Prohibited Admixtures: Calcium chloride, thiocyanates, or admixtures containing more than 0.05 percent chloride ions are not permitted

Calcined Pozzolan: Pozzolan shall be Class N natural Pozzolan, or Class F fly ash, conforming to ASTM C618. Fly ash Pozzolan shall contain less than one percent (1%) by weight carbon and less than three percent (3%) by weight sulfur trioxide. Pozzolan used in the project shall be formed at a single source. The Pozzolan color shall not substantially alter the normal color and appearance of the concrete.

Silica Fume: Silica fume shall conform to ASTM C1240.

Slag Cement: Ground, granulated blast furnace slag shall conform to ASTM C989, Grade 120, with alumina (Al_2O_3) content less than ten percent (10%).

13-06.I. Accessories

Non-Shrink Grout: ASTM C1107, Grade A; premixed compound consisting of non-metallic aggregate, cement, water reducing and plasticizing agents; capable of developing minimum compressive strength of 2,400 psi in 48 hours and 7,000 psi in 28 days.

Manufacturers:

1. Masterflow 713 by Master Builders
2. Non-ferrous, Non-shrink Grout by Burke Company
3. Hi-Flow Grout by Euclid Chemical Company

13-06.J. Concrete Mix

Concrete Transit Mixing: Concrete shall be transit-mixed in accordance with ASTM C94.

Unless stated otherwise in specifications or shown on Plans, furnish concrete of the following characteristics:

1. Compressive strength: 4,000 psi (28 day)
2. Maximum Slump: 4 inches
3. Minimum Cement Content: 564 pounds per cubic yard
4. Maximum aggregate size: $\frac{3}{4}$ inch
5. Maximum water-cement ratio: 0.50

Admixtures are not required. Contractor may add admixtures described in Specifications provided they have submitted, for review and approval by the Engineer, a complete submittal of the proposed admixture prior to mixing the concrete.

Use ready-mixed concrete complying with ASTM C94 and with the requirements of Contract Documents. Mixing shall be in conformance with ASTM C94 Section 11.5.

Materials shall be proportioned by weighing. Pozzolan shall be introduced into the mixer with cement and other components of the concrete mix; Pozzolan shall not be introduced into a wet mixer ahead of other materials or with mixing water.

Concrete shall be delivered to the site of work and discharge shall be completed within 1½ hours after introduction of the water to the mixture or before the mixer drum has exceeded 300 revolutions.

Introduction of additional water after initial mixing shall not be permitted without approval of Engineer. The concrete shall not exceed the slump requirement after the introduction of additional water.

Each load of ready-mixed concrete delivered to the job site shall be accompanied by a delivery ticket showing the information listed in ASTM C94, Section 16.

Site Mixed Concrete: Site mixed concrete shall not be allowed.

Execution

13-06.K. Examination

Verify requirements for concrete cover over reinforcement.

Verify that anchors, seats, plates, reinforcement, and other items to be cast into concrete are accurately placed, positioned securely, and will not interfere with placing concrete.

13-06.L. Preparation

Prepare previously placed concrete by cleaning with steel brush and applying bonding agent. Remove laitance, coatings, and unsound materials.

In locations where new concrete is doweled to existing work, drill holes in existing concrete, insert steel dowels and pack solid with non-shrink grout, unless stated otherwise in Specifications or shown on Plans,

Remove debris and ice from formwork, reinforcement, and concrete substrates.

Remove water from areas receiving concrete before concrete is placed.

Produce concrete of required consistency and strength to present appearance satisfactory to the Engineer.

Use only one (1) brand of cement unless otherwise authorized by the Engineer.

Embedded Items: Place all pipe sleeves, inserts, anchors bolts, angle frames, ties and other embedded items required for adjoining work or for its support prior to concreting. Embedded items shall be positioned accurately and supported against displacement. Voids in sleeves, inserts, and anchor bolt slots shall be filled temporarily with a readily removable material to prevent entry of concrete into the voids.

Store materials delivered to the job and protect from foreign matter and exposure to any elements that would reduce the properties of the material.

13-06.M. Placing Concrete

Place concrete in accordance with ACI 301.

Notify testing laboratory and Engineer minimum 48 hours prior to commencement of operations.

Ensure reinforcement, inserts, embedded parts, formed expansion and contraction joints, and through-wall fittings are not disturbed during concrete placement.

All concrete shall be placed, finished, and cured and all other pertinent construction practices shall be in accordance with the requirements of ACI 301.

Before placing clean mixing and conveying equipment, clean forms and space to be occupied by concrete and wet forms. Remove groundwater from area where concrete is to be placed until completion of Work.

Place no concrete in any unit of work until all formwork has been completely constructed, all reinforcements secured in place, all items to be built into concrete are in place, and form ties at constructions joints tightened.

Concrete shall be placed so that a uniform appearance of surfaces will be obtained. The concrete will be free of all rock pockets, honeycombs, and voids. Deposit as neatly as practical in its final position.

The subgrade must be moist when the concrete is placed to prevent excessive loss of water from the concrete mix.

Carry on concreting once started, as a continuous operation until the section of approved size and shape is completed. Make pour cut-offs of approved detail and location.

Handle concrete as rapidly as practicable from mixer to place of deposit by methods that prevent separation or loss of ingredients. Deposit as nearly as practicable in final position to avoid rehandling or flowing. Do not drop concrete freely where reinforcing bars will cause segregation; do not drop concrete freely more than 4 feet. Deposit to maintain a plastic surface approximately horizontal. Install concrete using devices to permit placement without segregation.

Concrete that has partially hardened shall not be deposited in the Work.

Vibrating: Employ as many vibrators and tampers as necessary to obtain the desired results. Minimum: one (1) per each 20 cubic yards of concrete placed per hour. A minimum of two (2) vibrators shall be on site. Eliminate the following practices: Pushing of concrete with vibrator; external vibration of forms; allowing vibrator to vibrate against reinforcing steel where steel projects into green concrete; allowing vibrator to vibrate contact faces of forms. Vibrators shall function at a minimum frequency of 3,600 cycles per minute when submerged in concrete. Supplement vibration by forking and spading along the surfaces of the forms and between reinforcing whenever flow is restricted.

Maintain records of concrete placement. Record date, location, quantity, air temperature, and test samples taken.

Concrete may be placed by pumping, at the Contractor's discretion, according to ACI 304 and ACI 304.2. Placement by pumping shall not be cause to modify mix design Specifications, in particular coarse aggregate or additives.

Saw weakened-plane joints within 12 hours after placing concrete. Use 3/16-inch-thick blade. Depth of cut shall be 1/4 of slab thickness.

13-06.N. Concrete Finishing

Smooth Troweled Finish

1. Where a smooth troweled finish is indicated on the Plans for the surface of a slab, the surface shall be finished first with power floats, then with power trowels, and finally with hand trowels. The first troweling after power floating shall be done by a power trowel and shall produce a smooth surface that is relatively free of defects, but that may still contain some trowel marks. Additional trowelings shall be done by hand after the surface has hardened sufficiently. The final troweling shall be done when a ringing sound is produced as the trowel is moved over the surface. The surface shall be free of any trowel marks, uniform in texture and appearance.
2. Interior manhole inverts (all concrete surfaces of flow channels through manhole base) shall have a smooth troweled finish, formed, and finished by hand troweling.

Broom Finish: Where indicated on the Plans, broom finish shall be applied following smooth troweled finish. Use medium stiff broom for finishing.

13-06.O. Curing and Protection

Freshly deposited concrete shall be protected from premature drying and excessively hot or cold temperatures and shall be maintained with minimum moisture loss at a relatively constant temperature for the period necessary for the hydration of the cement and proper hardening of the concrete.

Cure concrete in accordance with ACI 308.1.

Initial Curing

1. Initial curing shall immediately follow the finishing operation. Concrete shall be kept continuously moist at least overnight. One (1) of the following materials or methods shall be used: Ponding or continuous sprinkling; absorptive mat or fabric kept continuously wet.
2. Curing compounds shall conform to ASTM C308. Such compounds shall be applied in accordance with the recommendations of the manufacturer and shall not be used on any

surface against which additional concrete or other cementitious finishing materials are to be bonded, where concrete topping is to receive waterproofing membrane, or on surfaces where such curing is prohibited by the project Specifications.

Final Curing: Immediately following the initial curing and before the concrete has dried, additional curing shall be accomplished by one of the following materials or methods.

1. Continuing the method used in initial curing
2. Waterproofing paper conforming to the requirements of ASTM C171
3. Other moisture-retaining coverings as approved

Duration of Curing: The final curing shall continue until the cumulative number of days or fractions thereof, not necessarily consecutive, during which temperature of the air in contact with the concrete is above 50 °F has totaled seven (7) days. If high-early-strength concrete has been used, the final curing shall continue for a total of three (3) days. Rapid drying at the end of the curing period shall be prevented.

Formed Surfaces: Steel forms heated by the sun and all wood forms in contact with the concrete during the final curing period shall be kept wet. If forms are to be removed during the final curing period, Item C. of the above curing materials or methods shall be employed immediately. Such curing shall be continued for the remainder to the curing period.

13-06.P. Field Quality Control

The Engineer may inspect the batch plant that is providing the ready mixed concrete to ensure that concrete and workmanship conform to the requirements of Contract Documents.

The Engineer will maintain records of concrete placement, including recording the date, location, quantity placed, air temperature and test samples taken.

Field inspection and testing will be performed by the Contractor's testing laboratory in accordance with applicable ACI 318 code. Sampling of fresh concrete shall conform to ASTM C172, except modified for slump to comply with ASTM C94:

1. Measure temperature for each compressive strength concrete class; test hourly when air temperature is 50 °F (4 °C) and below, and when 85 °F (27 °C) and above; and each time a set of compression test specimens are made; temperature test method: ASTM C1064.
2. Measure slump for each compressive strength concrete class; one test at point of discharge for 50 cubic yards, or fraction thereof, for each type of concrete; additional tests shall be required when concrete consistency seems to have changed; slump test method: ASTM C143.
3. Measure air content in air entrained concrete for each compressive strength concrete sample; one (1) test at point of discharge for each 50 cubic yards placed, or fraction thereof, for each type of air-entrained concrete; air content test method: ASTM C173 volumetric method for normal weight or light weight concrete; ASTM C231 pressure method for normal weight concrete.
4. Compression test specimens; take one set of four (4) standard cylinders for each 50 cubic yards of concrete, or fraction thereof, for each type of concrete placed each day. Mold and store cylinders for laboratory cured test specimens except when field-cure test specimens are required. Cylinder molding and curing procedures in accordance with ASTM C31 for cylinder specimens, standard cured.
5. Field cured compression test specimens; take one set of four (4) standard cylinders for each 50 cubic yards of concrete or fraction thereof, for each type of concrete placed each day, when the Contractor plans to remove formwork, false work, or shoring sooner than allowed in ACI 301 or when post-tensioning of concrete is required.
6. Compressive strength tests; one (1) specimen tested at seven (7) days, two (2) specimens tested at 28 days. Fourth cylinder shall be held for verification testing; ASTM C39; strength level of concrete will be considered satisfactory if averages of sets of three (3) consecutive strength test results equal or exceed specified compressive strength, and no individual strength test result falls below specified compressive strength by more than 500 psi. When strength of field-cured cylinders is less than 85% of companion laboratory-cured cylinders,

evaluate current operations and provide corrective procedures for protecting and curing the in-place concrete.

7. The Contractor shall conduct tests of in-place concrete when test results indicate specified concrete strengths and other characteristics have not been attained in the structure, as directed by the Engineer. The Contractor shall conduct tests to determine adequacy of concrete by cored cylinders complying with ASTM C42, or by other methods as directed. Drill three (3) cores for each failed strength test from concrete represented by failed strength test, and prepare and conduct compressive strength testing for each such core. Contractor shall pay for such testing, and other additional testing as may be required, and cost of repairing areas of structure from which cores are removed.
8. If the existence of unacceptable concrete is verified, Contractor shall pay for removal and replacement of said concrete in a manner acceptable to the Engineer.

Test Results

1. Test results shall be reported in writing to the Engineer and Contractor within seven (7) days after tests are made. Test results of less than 60% of the full compressive strength at seven (7) days and less than the full compressive strength at 28 days shall be reported in writing to the Engineer and Contractor within 48 hours after tests are conducted. Reports of compressive strength tests shall contain the project identification name and number, date of concrete placement, name of concrete testing services, concrete type and class, location of concrete batch in structure, design compressive strength at 28 days, concrete mix proportions and materials; compressive breaking strength and type of break for both seven (7)-day tests and 28-day tests.
2. Concrete batch plant weight tags shall be collected at the site and submitted to the Engineer.

13-06.Q. Patching

Allow Engineer to inspect concrete surfaces in contact with forms immediately upon removal of forms.

Excessive honeycomb or embedded debris in concrete is not acceptable. Notify Engineer upon discovery.

Patch imperfections as directed by Engineer in accordance with ACI 301.

After forms are removed, remove projecting fins, bottles, form ties, nails, etc. not necessary for the Work or cut back one (1) inch from the surface. Joint marks and fins in exposed work shall be smoothed off and cleaned as directed by the Engineer.

Repair all defects in concrete work exceeding $\frac{1}{4}$ inch in any direction as directed by the Engineer. Chip voids and stone pockets to a depth of one (1) inch, or more as required, to remove all loose material. Voids, surface irregularities, chipped areas, etc., shall be filled by patching, gunite, or rubbing, as directed by the Engineer. Repaired surfaces shall duplicate appearance of unpatched work.

Clean exposed concrete surfaces and adjoining work stained by leakage of concrete to approval of Engineer.

13-06.R. Defective Concrete

Defective Concrete: Concrete not conforming to required lines, details, dimensions, tolerances or specified requirements.

Repair or replacement of defective concrete will be determined by Engineer.

Do not patch, fill, touch-up, repair, or replace exposed concrete except upon express direction of Engineer for each individual area.

The Engineer may order the replacement of defective work. The Contractor shall remove and replace the defective work at their expense. Work considered defective shall include, but not be limited to, the following.

1. Concrete in which defective or inadequate reinforcing steel has been placed.
2. Concrete incorrectly formed, or not conforming to details and dimensions on the Plans or with the intent of these documents, or concrete surfaces that are out of plumb or level.
3. Concrete below specified strength.

4. Concrete not meeting the maximum allowable drying shrinkage requirements.
5. Concrete containing wood, cloth, or other foreign matter, rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the Plans.
6. Defects that allow leakage from any fluid-retaining tank.

13-06.S. Correction of Defective Work

The Contractor shall, at their expense, make all such corrections and alleviation measures as directed by the Engineer.

Concrete work containing rock pockets, voids, honeycombs, cracks or cold joints not scheduled or indicated on the Plans, shall be chipped out until all unconsolidated material is removed.

Secure approval of chipped-out areas before patching. Patch in accordance with ACI 301, or as ordered by the Engineer.

Leaks from any fluid-retaining tank shall be repaired by epoxy injection or by other sealing methods approved by the Engineer.

13-07. Glass Fused Bolted Steel Water Storage Tank

13-07.A. Description

This Section covers the furnishing of labor, material, equipment, tools, services, and on-site erection of a glass-fused-to-steel bolted water storage tank, conforming to the requirements of American Water Works Association (AWWA) D103, Standard for Factory-Coated Bolted Carbon Steel Tanks for Water Storage, the latest edition in effect at time of Contract award.

The tank shall have a minimum useable capacity, maximum diameter, and maximum water level as shown on the Project Plans. Minimum useable capacity refers to capacity of tank net of freeboard required for sloshing wave height in accordance with AWWA D103 and local seismic criteria. Contractor shall provide the reservoir complete with all pipe connections, access openings, nozzles, taps, drains, ladders, vent, and other accessories as shown on the plans or described herein.

Cathodic Protection System: The tank shall be supplied with an impressed current cathodic protection system as described in Section 13-08. Tank manufacturer shall coordinate with Cathodic Protection System Supplier to ensure all necessary mounting hardware and tank penetrations are integrated into the tank design prior to application of coating.

Level instrumentation: The tank shall be supplied with level instrumentation in accordance with Section 13-09. Tank manufacturer shall coordinate with Contractor to ensure all necessary mounting hardware for level transmitter instrument mounting are integrated into the tank design.

13-07.B. Reference Standards

The latest version of the following standards in effect at the time of Contract execution shall be applicable to the Project.

1. American Society of Civil Engineers (ASCE):
ASCE 7: Minimum Design Loads for Buildings and Other Structures
2. American Society for Testing and Materials (ASTM)
3. American Water Works Association (AWWA):
AWWA D103: Factory-Coated Bolted Carbon Steel Tanks for Water Storage
AWWA D108, Aluminum Dome Roofs for Water Storage Facilities
4. California Building Code
5. NSF International/American National Standards Institute (ANSI):
NSF/ANSI 61: Drinking Water System Components—Health Effects
6. Occupational Safety and Health Administration:
OSHA 29 CFR 1910: Occupational Safety and Health Standards

13-07.C. Preinstallation Meeting

Convene minimum one (1) week prior to commencing Work of this section.

13-07.D. Submittals

Refer to Section 12-13, Submittal Procedures, for requirements for submittals.

Product Data:

1. Submit data for expansion joint fittings, other pipe specialty fittings and pipe supports.
2. Submit data for ladder, ladder safety devices, and ladder climbing safety gear.
3. Submit data for tank appurtenances.
4. Submit tank information concerning materials and fabrication, including mill tests on steel plate and structural members.
5. Submit data for tank and appurtenance coating materials and application methods.

Shop Drawings:

1. Complete plan, elevation, and sectional Drawings showing critical dimensions.
2. Structural plate and support member sizes and thickness.
3. Panel layout and bolting details
4. Combined inlet/outlet internal tank mixing assembly drawing with dimensions and details.
5. Overflow piping details, including fittings, expansion joints, pipe support methods, and locations.
6. Ladder safety device details, including fall prevention systems and appurtenances.
7. Handrail details.
8. Access hatch and manhole details.
9. Liquid level indicator.
10. Tank foundation and anchoring.
11. Dome roof layout drawing with attachment details.

Manufacturer's Certificate: Certify that tanks and appurtenances meet or exceed specified requirements.

Design Submittals:

1. Submit structural calculations for tank and tank foundation, signed and sealed by a Professional Engineer licensed in the State of California.
2. Submit calculation/data on movement requirements for seismic/expansion joint at inlet/outlet piping.

Test and Evaluation Reports:

1. Submit certified report of all shop inspections including coating thickness test data for the project-specific tank.
2. Submit for Engineer's review inspection and testing procedures and sample forms for all field tests listed in Section 13-07.W.
3. Submit Installation Certificate from equipment manufacturer's representative.

Manufacturer Instructions: Submit detailed instructions on installation requirements, including tank component handling procedures, anchoring, and layout.

Field Quality-Control Submittals: Indicate results of Contractor-furnished tests and inspections, including hydrostatic test and wet sponge low voltage leak detection test.

Qualifications Statements:

1. Submit qualifications for manufacturer, erector, and licensed professional.

2. Submit manufacturer's approval of erector.

13-07.E. Closeout Submittals

Refer to Section 12-14, Execution and Closeout Requirements.

Project Record Documents: Record actual location and orientation of tank and appurtenances.

13-07.F. Maintenance Material Submittals

Refer to Section 12-14, Execution and Closeout Requirements.

Furnish locking mechanisms for the exterior ladder/cage assembly, for the manholes in the bolted steel tanks, and for the roof access hatch. Provide padlocks keyed to the Owner's requirements.

Furnish all OSHA-required apparatus, associated with the ladder systems, roof hatch, and manholes that are necessary for entry into the bolted steel tank.

13-07.G. Quality Assurance

Perform Work according to AWWA D103.

Materials in Contact with Potable Water: Certified to NSF Standards 61.

Maintain working copies of all documents on site.

13-07.H. Qualifications

Manufacturer: Company specializing in manufacturing products specified in this Section with minimum 20 years' documented experience.

Erector: Company specializing in performing Work of this section with minimum five (5) years' documented experience and certified by manufacturer.

Licensed Professional: Professional Civil/Structural Engineer experienced in design of specified Work and licensed in State of California.

13-07.I. Delivery, Storage, and Handling

Refer to Section 12-08.B for requirements for transporting, handling, storing, and protecting products.

Inspection: Accept materials on Site in manufacturer's original packaging and inspect for damage.

Storage:

1. Store materials in areas protected from weather and moisture and according to manufacturer instructions.
2. Do not store products directly on ground.

Handle materials in a manner to prevent damage to interior or exterior surfaces.

Provide additional protection according to manufacturer instructions.

13-07.J. Existing Conditions

Refer to Section 13-01, Site Conditions.

Field Measurements:

1. Verify field measurements prior to fabrication.
2. Indicate field measurements on shop drawings.

13-07.K. Warranty

The tank manufacturer shall warranty the tank against any defects in workmanship, materials, and coatings for a period of two (2) years from the date of completed installation.

Products

13-07.L. Performance and Design Criteria

Tank manufacturer is responsible for the design of the tank and the tank foundation. Manufacturer shall provide calculations and drawings sealed by a Professional Civil or Structural Engineer licensed in the State of California. Tank and foundation shall be designed in conformance with applicable requirements

of AWWA D103, including, but not necessarily limited to tank shell design, bolted joints, roof supports, reinforcements around openings and foundation anchorage.

Design shall conform to AWWA D103 and the following criteria:

1. Tank Capacity, Dimensions and Base Elevation: As indicated on Drawings. Overall tank height shall be selected to provide the maximum tank fill height shown on Plans and accommodate minimum freeboard requirements described below.
2. Seismic Design Criteria: Tank and foundation shall comply with AWWA D103 and ASCE 7. Seismic design parameters, based on the project geotechnical report (Appendix C) are tabulated below:

Table 2 ASCE 7-10 Standard Seismic Design Parameters	
S _s	2.033
S ₁	0.828
F _a	1.0
F _v	1.3
S _{MS}	2.033
S _{M1}	1.076
S _{DS}	1.355
S _{D1}	0.717
Risk Category	IV
Seismic Design Category	E

Source: Geotechnical Investigation Report: Proposed PZ2S Water Tank Replacement, Above Ukiah Valley Golf Course, Ukiah, California (SHN, 2017)

3. Design Wind Loading: Comply with AWWA D103, ASCE 7 and California Building Code.
 - a. Basic Wind Speed: In accordance with California Building Code and site location
 - b. Gust Factor to be determined in accordance with ASCE 7
4. Snow Loading:
 - a. Comply with AWWA D103
 - b. Minimum 25 psf.
5. Minimum Freeboard: Comply with AWWA D103 for sloshing wave height requirement in accordance with seismic criteria.
6. Allowable Soil Bearing Pressure: See project geotechnical report

13-07.M. Roof

Tank roof shall be a clear span, self-supported aluminum dome roof and shall comply with the requirements of AWWA D108, Aluminum Dome Roofs for Water Storage Facilities. The tank roof shall be supplied by the tank manufacturer and installed by the tank manufacturer's qualified erection crew.

Roof live loads and dead loads shall be carried by the tank sidewalls, without additional support.

Roof Openings:

1. Roof Vent. A minimum 24 inch screened vent with removable cover shall be provided on the roof. The vent assembly shall be sized in accordance with AWWA D103 and shall be of sufficient capacity so that at maximum design rate of water fill or withdrawal, the resulting interior design pressure / vacuum will not exceed the tank's rated design pressure / vacuum. The vent shall be fabricated to provide removable screened openings to prevent the entrance of birds and animals by including a 4 mesh (1/4" opening size) galvanized screen. A 16 mesh

(1/16" opening size) galvanized screen will be installed to prevent the entrance of insects. A pressure-vacuum screened vent or a separate pressure-vacuum relief mechanism shall be provided that will operate in the event that the screens become clogged with foreign material. The screens or relief mechanism shall not be damaged by the occurrence and shall return automatically to the operating position after the clogging is cleared.

2. Roof Hatch. Roof hatch shall be upward opening and be located near the ladder. The hatch opening shall have a clear dimension of at least thirty inches square. The curb shall extend at least 4 inches above the tank. The hatch cover shall be hinged and have locking provisions. The hatch cover lip shall extend for a distance of 2 inches down on the outside of the curb.

13-07.N. Foundation

Contractor shall design and construct a reinforced concrete foundation pad, complete and in place. All required labor, materials, and equipment shall be included.

13-07.O. Materials

The components and materials of the tank that come into contact with stored water shall be certified to meet ANSI/NSF 61. Tank materials shall comply with requirements listed in AWWA D103, unless supplemented or modified below:

1. Plates and Sheets. Plates and sheets shall conform to appropriate ASTM designation as set forth in Section 4.4, AWWA D103, and shall have a minimum yield strength of 30,000 psi.
2. Structural Shapes. Structural shapes shall conform to the requirements and ASTM designations of AWWA D103 Section 4.5
3. Bolts. SAE J429 Grade 8; bolt finish shall be zinc coated, mechanically deposited per ASTM B695. Tank joint bolting shall be minimum 1/2" diameter, shall meet the requirements of AWWA D103 section 4.2 and have tensile strength of at least 120,000 pounds per square inch.
4. Anchor Bolts. Anchor bolts shall conform to the requirements of AWWA D103, Section 4.2.3
5. Pipe and Pipe Fittings for Fluid Conductors. Pipes and pipe fittings shall conform to the requirements of AWWA D103, Section 4.9.
6. Gaskets and Sealants. All gaskets and sealants used on this tank shall conform to the requirements of AWWA D103 Section 4.10. Where in contact with potable water, gaskets and sealants, as well as any primer for sealants, shall be ANSI/NSF 61 certified.

13-07.P. Accessories

All accessories shall comply with the requirements listed in AWWA D103, unless supplemented or modified below.

1. Pipe and Fittings for Fluid Conductors: Schedule 80 Steel pipe with flanged or welded connections for fluid conductors shall be used unless otherwise shown on the Plans. Inlet and outlet connections shall conform to the sizes and locations specified on the Plans. Pipes shall be powder epoxy lined and coated for corrosion protection.
 - a. Inlet/Outlet Pipe Assembly
 - i. Provide combined inlet and outlet piping assembly that ensures internal tank mixing. Design of assembly shall achieve a complete homogeneous blending of the water volume within the reservoir with the inlet supply flow. Determination of complete homogeneous blending shall be based on computational fluid dynamics and fluid modeling analysis as conducted by any individual manufacturer for their specific system configuration to substantiate efficient mixing and elimination of dead zones within tank. Fittings/supports interior to the tank shall be per the tank manufacturer's design as depicted on the Plans. All mixing assembly components shall have NSF-61 certification. Fluid modeling results shall be submitted with internal tank mixing assembly drawing(s) for Engineer's review.

- ii. Contractor shall include flexible expansion joint (Flextend or equal) between underground supply piping and connection to tank inlet/outlet, as depicted on the Plans.
- b. Overflow:
 - i. Provide flanged or welded joint steel overflow external downcomer pipe as indicated on Drawings, suitably supported and extending to grade level. Overflow shall be supplied with screening to prevent the ingress of animals.
 - ii. Overflow Diameter: As indicated on Drawings; size shall be finalized by tank manufacturer based on maximum inlet flow rate.
 - iii. Provide overflow weir box designed to handle flow rate of at least 300 gpm at high water level.
 - iv. Terminate overflow pipe at 0.5 foot above finished grade to provide air break.
 - v. Provide stainless steel screen over air break opening to prevent ingress of birds or animals.. Isolate stainless steel screen from metal pipe using a rubber gasket to prevent corrosion by dissimilar metals.
- 2. Exterior Ladders: Provide a galvanized steel welded exterior ladder according to AWWA D103, and as indicated on Drawings. The ladder shall have a lockable closure at the bottom. Ladders shall be equipped with a Saf-T-Climb system, or approved equal.
- 3. Shell manholes: provide manholes as shown on the plans, with minimum opening of 24 inches in diameters. The access door and tank reinforcing shall comply with AWWA D103.
- 4. Sampling Port: The tank shall be equipped with a sampling port/valve assembly for taking water quality samples. Sampling port shall be equipped with a lockable closure to prevent unauthorized operation..
- 5. Liquid Level Indicator. Provide liquid level indicator with Type 316 stainless steel internals, complete with float and target board.
- 6. Safety Devices:
 - a. Furnish safety railing and ladder Saf-T-Climb system, or approved equal, as shown on the plans.
 - b. Provide guardrail and toeboard around perimeter of the roof deck, as shown on Plans.
 - c. Comply with OSHA standards.
- 7. Manufacturer's nameplate shall list the tank serial number, tank diameter and height, and maximum design capacity. The nameplate shall be affixed to the tank exterior sidewall location approximately five (5) feet from the grade elevation.

13-07.Q. Factory Applied Protective Coating

The tank coating system shall conform to Section 12.4 Glass Coatings of ANSI/AWWA D103. All metal plates, supports, members and miscellaneous parts, except bolts, shall be factory coated in accordance with AWWA D103.

All coatings that may come in contact with potable water shall be NSF 61 certified by the coating manufacturer. Certification of a coating type alone will not be sufficient to meet this requirement.

Surface Preparation:

1. All steel surfaces shall be grit blasted to equivalent of a SSPC SP 10/NACE 2, near white metal white finish. The surface anchor pattern shall be no less than 1.5 mils.
2. Following the fabrication process, sheets and tank components shall be thoroughly washed, rinsed and dried following the manufacturer's standard procedures.

Coating:

1. Steel is to be primed with application of catalytic nickel oxide prior to coating.

2. Glass coating shall be applied by wet spraying, flow coating, dipping, or electrophoretic deposition.
3. Coating thickness on all interior steel surfaces, support members, and miscellaneous parts shall be between 10 mils and 18 mils.
4. Coating thickness on all exterior steel surfaces, support members, and miscellaneous parts shall be between 7 mils and 15 mils.
5. Glass coating shall be fused to the steel by firing. The temperature should be above 1200°F (650°C) and preferably in the range of 1450°F to 1600°F (790°C to 870°C).
6. Sheet edge coating: After initial sheet preparation, all four exposed continuous sheet edges shall be mechanically rounded and encapsulated with 5 mils of glass coating. Hand grinding of sheet edge is not allowed.
7. Exterior coating color shall be tan, subject to Owner's approval.

Inspection:

1. Visual inspection shall be performed to check for coating irregularities and dry film thickness shall be measured with an electronic dry film thickness gage with a valid calibration record to ensure minimum coating film thickness requirements are met.
2. Holiday testing shall be performed with tinker & razor wet sponge according to ASTM D5162-01 Method A (or equivalent) in accordance with AWWA D103 Section 12.9, on both the interior and exterior surface of each panel. Every sheet shall be 100% tested for holidays and any sheet with a discontinuity shall be rejected.

13-07.R. Fabrication

Materials, Design, Fabrication, and Testing: According to AWWA D103

13-07.S. Source Quality Control

Refer to Section 12-08.E for Testing and Inspection Services.

Provide shop inspection and testing of component parts.

Certificate of Compliance: If fabricator is approved by authorities having jurisdiction, submit certificate of compliance indicating Work performed at fabricator's facility conforms to Contract Documents.

Execution

13-07.T. Examination

Section 02 22 00: Site Conditions

Verify existing conditions before starting work.

Verify elevations and grading for bolted steel tanks and location of bolted steel tanks.

Refer to" Section 31 00 00: Earthwork" for excavation backfill requirements.

13-07.U. Preparation

Section 02 22 00: Site Conditions

Support Pad:

1. Thoroughly clean tank pad—removing loose concrete, dust, and other debris.
2. Place building paper on pad according to tank manufacturer's recommendations prior to placing tank.

13-07.V. Installation

The contractor shall be fully responsible for the entire installation including tank erection and the ultimate water tightness of the complete installation.

Field erection shall be in strict compliance with the manufacturer's recommendations and performed by manufacturer's employees or certified erection crew to alleviate any potential disputes in coating quality or erection thereof. Particular care shall be exercised in handling and bolting of the tank plates, supports, and members to avoid abrasion or scratching the coating.

Tank shall be constructed utilizing synchronized (hydraulic screw) jacking process, which keeps construction crews at grade level for safety and point access quality control.

Any coating damage will be repaired per manufacturer's recommendations.

No backfill shall be placed against the tank sidewall during or after the construction process.

13-07.W. Field Inspection and Testing

1. General: Test storage tank after erection. Floor shall be clean and free from dirt, foreign substance and debris.
2. Holiday test: Prior to placing water in the tank, a "holiday" inspection of the entire tank will be provided and performed by the tank manufacturer's representative using a wet sponge low voltage leak detection device, or other approved method, in the presence of the Engineer. Touch-up coating shall be done per the coating manufacturer's recommendations where needed and as directed to achieve 100% holiday-free surface.
3. Contractor shall verify electrical continuity of all sections of bolted tank prior to commissioning of the cathodic protection system by the cathodic protection system contractor.
4. Hydrostatic leak test:
 - a. Perform leak test by filling the tank with water to elevation of overflow. Completed storage tank shall show no leaks at the end of 24-hour test period. The contractor shall locate and repair all leaks disclosed by this test in accordance with the manufacturer's recommendations.
 - b. The Owner shall furnish water required for testing at the time of tank erection completion. Disposal of test water shall be the responsibility of the Contractor.
 - c. Retesting: If the tank fails to pass the leakage test, the reservoir shall be emptied, repaired, refilled, and retested at the Contractor's expense. Contractor shall submit a leakage repair plan for review and approval. Retesting shall be performed at no cost to the Owner. Contractor shall be responsible for supplying new test water or the City will charge the Contractor for test water and test water disposal.
5. Disinfection: After leak and holiday testing have been satisfactorily completed, tank shall be disinfected in accordance with Section 13-10.

4.8 PACKAGING

- A. All tank components shall be packaged to prevent damage during shipping.

13-08. Water Storage Tank Cathodic Protection System

13-08.A. Scope

The cathodic protection design/install constructor shall provide all engineering services, materials, equipment, labor, and supervision for the installation of an automatically controlled impressed current cathodic protection system to provide corrosion control for the interior submerged surface of the specified tank.

All work furnished shall be in accordance with AWWA D104, ANSI/NSF 61 and features included in this section.

The cathodic protection system designer/installer shall be Accurate Corrosion Control Incorporated, or equal.

13-08.B. References

1. American Water Works Association:
AWWA D104: Automatically Controlled, Impressed-Current Cathodic Protection for the Interior Submerged Surfaces of Steel Water Storage Tanks
2. NACE International:
NACE SP0388: Impressed Current Cathodic Protection of Internal Submerged Surfaces of Carbon Steel Water Storage Tanks
3. National Electric Code (NEC)

4. NSF International/American National Standards Institute (ANSI):
NSF/ANSI 61: Drinking Water System Components–Health Effects

13-08.C. Submittals

The cathodic protection constructor shall submit the following information to the purchaser for approval by the Owner or the Owner's representative:

1. Drawings showing system design/configuration
2. Description of system components
3. Product data sheets for system components
4. Copy of ANSI/NSF 61 classification for all system components located within the tank.
5. Cathodic protection system design calculations, sealed by a Professional Engineer licensed in the State of California

13-08.D. Execution and Closeout Submittals

The cathodic protection constructor shall submit the following upon completion of work:

1. "As-built" drawings
2. Operations and Maintenance Manual

13-08.E. Qualifications: The Contractor performing the cathodic protection installation shall be a licensed Electrical Contractor in the State of California (C-10 minimum classification) and shall have a minimum of five (5) years experience installing and servicing the types of systems described in this specification. The system shall be installed by personnel specifically trained by the CP system/rectifier manufacturer to provide all workmanship required for corrosion control performance. Upon request, the Contractor shall substantiate this requirement by furnishing a written list of appropriate references with contact names, phone numbers, year of installation and project titles.

13-08.F. Design

All engineering services shall be provided by a Corrosion Specialist who is accredited by NACE International as a Senior Corrosion Technologist, Corrosion Specialist or Cathodic Protection Specialist. The system shall be designed by a Corrosion Specialist with experience in cathodic protection for water storage tanks.

The Corrosion Specialist shall design the system to provide effective corrosion control in accordance with criteria for protection. The criteria for protection shall be based on a tank-to-water potential, IR drop free, within a range of -0.850 volts to -1.050 volts relative to a stationary copper-copper sulfate reference electrode. This potential shall be measured free of the effect of voltage gradients (IR drop).

The Corrosion Specialist shall also base system capacity and performance on:

1. Total submerged surface area of the tank. (includes area up to high water line within tank bowl and wet risers in elevated tanks which are 30" in diameter or larger)
2. Type of coating and condition of coating.
3. Total bare surface area to be protected will be a minimum of 25% of total surface area.
4. Minimum current density of 0.5 MA/ft.2 bare surface area.
5. Chemical analysis of water including resistivity expressed in ohm-cm.
6. Minimum anode design life of twenty (20) years.
7. Selection, dimensions, and layout of system components specified in the following section.

13-08.G. System Components

All materials in contact with the water or exposed to the interior of the tank shall be classified in accordance with ANSI/NSF 61.

Rectifier: The rectifier unit shall perform in accordance with AWWA D104 and shall be CP Sentinel Aqua-Line Cathodic Protection Rectifier by Integrated Rectifier Technologies with the following features:

1. Class H rated transformer
2. Fully automatic, IR-Free control of CP system potential, with an accuracy of +/-5mV of set point
3. Lightweight powder coated aluminum instrument panel and chassis.
4. Current and voltage control within +/-1% of set points
5. Automatic Potential, Current & Voltage Mode operation with seamless, automatic transfer between operational modes;
6. Reference cell input resistance >20Meg-Ohms.
7. LED status indication shall be provided for operation mode and controller power
8. SCR/Diode rectification module with surge protection
9. Overload/short-circuit protection by magnetic circuit breaker including AC secondary and DC output fusing
10. Provision for air-cooling operation
11. UV-Resistant, FRP NEMA 4X enclosure with stainless steel hardware
12. High energy AC and DC surge and lightning protection
13. Provisions for mounting, grounding, and locking
14. Automatic Sentry controller shall adjust current output to compensate for changes in water level, temperature of water, water chemistry, and cathodic polarization, and shall utilize long-life reference electrode(s) installed within the tank to monitor and automatically adjust the tank-to-water potential, free of IR drop, to a preset value. Panel shall display voltage, current and tank-to-water potential.

Long Life Reference Electrode(s): The permanent reference electrode shall consist of a copper-copper sulfate electrode which is manufactured to remain stable (plus or minus 10MV) for minimum of ten (10) years. The reference electrode to lead wire connection shall be encapsulated to prevent water migration. The stationary reference electrode shall be positioned within the tank to provide the most representative measurements for the submerged surface area(s).

Vertical Anode Suspension System: The anode suspension system shall be in accordance with ANSI/AWWA Standard D104, Section 4.2.4.2.2 Type C, Vertical System. The anode lead wire for vertical suspension shall be attached to a porcelain insulator bracket bolted to the interior of the tank roof. Handhole assemblies used for the installation of vertical anode suspension systems from the roof of the tank shall consist of a 6" diameter cover, rubber gasket, and a clamping bar with a stainless steel bolt assembly for each 5" diameter access opening.

Anode Materials: The anode materials shall be selected in accordance with Design (Section B) and shall consist of one of the following:

1. Minimum .062" diameter titanium with a mixed metal oxide coating.
2. Minimum .062" diameter platinized niobium with 25 micro-inches of platinum.

All anode to header cable connections shall be sealed to prevent water migration.

Wiring: All wiring within the tank shall be insulated to prevent copper conductor to water contact. All wiring on the exterior of the tank shall be insulated and run in rigid conduit.

Hardware: All hardware used in conjunction with the system shall be protected against corrosion.

13-08.H. Performance

Components of the cathodic protection system shall be installed in the manner and at the locations as shown on the design drawings prepared by the Corrosion Specialist.

CP provider shall coordinate with tank manufacturer and shall furnish all necessary drawings and materials to the tank manufacturer who will incorporate necessary mounting hardware and tank penetrations for anode suspension, and any other hardware interfaces into take design prior to coating application.

Materials and equipment shall be inspected prior to installation. Any defective component shall be repaired or replaced.

Electrical work shall be in accordance with the National Electrical Code.

Lead wires shall be installed to prevent damage from abrasion.

Electrical connections within the tank shall be sealed to prevent water migration.

The rectifier shall be mounted at a convenient height (eye level) above grade for monitoring and service purposes.

AC power to the rectifier shall be furnished by the purchaser.

Work provided by the constructor shall be completed in a clean and safe manner.

13-08.I. System Startup and Commissioning

After the system is installed and the tank is filled, the cathodic protection constructor shall provide startup service which includes energizing, testing, and adjusting the system for optimum performance of the cathodic protection system. This start-up service shall be in performed in accordance with AWWA D104 Section 5.2, Testing. This start-up service shall be coordinated with the Owner or the Owner's representative. All tank-to-water potential measurements shall be conducted with a calibrated portable copper-copper sulfate reference electrode and a portable high impedance voltmeter. A minimum of five (5) locations shall be measured. All test data shall be reviewed and evaluated by the Corrosion Specialist. The final test and adjustment of the system shall be conducted approximately twelve (12) months after the start-up service.

13-08.J. Testing

After the system is installed and the tank is filled, the cathodic protection constructor shall provide startup service that includes energizing, testing, and adjusting the system for optimum performance of the cathodic protection system. This start-up service shall be in performed in accordance with AWWA D104.

13-08.K. Warranty

All workmanship, equipment, and materials furnished by the cathodic protection constructor shall be warranted for one (1) year after the cathodic protection system has been energized (connected). Any deficiencies in the materials, especially in the initial measured anode open-circuit voltage (to CSE) or lack of NSF certification, shall be cause to reject the entire lot of materials. The Contractor shall replace any deficient materials, including labor to reinstall, and any subsequent retesting required, at no cost to the Owner.

13-09. Water Storage Tank Level Instrumentation

A Siemens SITRANS Probe LU ultrasonic level transmitter shall be installed on the water storage tank in accordance with the Plans. The Contractor shall be responsible for providing and installing the transmitter and all interconnecting signal and electrical wiring between the transmitter and the City's existing level controls for a fully functional and commissioned system. A mounting flange shall be provided by the tank manufacturer at a suitable location on the tank roof which complies with the transmitter manufacturer's mounting requirements and hardware.

13-10. Water Storage Tank Disinfection and Water Quality Testing

General

13-10.A. Summary

After leak and holiday testing and any required repairs have been successfully completed, the Contractor shall disinfect the water storage tank and perform water quality testing as described in this section.

Disinfection shall be performed by a competent water treatment contractor.

13-10.B. References

Disinfection of water storage take interior surfaces shall be performed in accordance with the latest version in effect at time of Contract execution of the following standard:

1. American Water Works Association

AWWA C652 : Disinfection of Water Storage Facilities

13-10.C. Submittals

Refer to Section 12-13, Submittal Procedures.

Disinfection Procedure: Submit procedure description including type of disinfectant proposed for use, chlorination method, and calculations indicating quantities of disinfectants required to produce specified chlorine concentration in accordance with AWWA C652.

Test Reports: Indicate results of bacteriological and residual chlorine laboratory test reports.

Manufacturer's Certificate:

1. Certify products meet or exceed specified requirements.
2. Certify disinfectants meet or exceed AWWA Standards requirements.

13-10.D. Quality Assurance

Perform Work in accordance with AWWA C652, Mendocino County and State Department of Public Health, Office of Drinking Water.

13-10.E. Delivery, Storage, and Handling

Store disinfectants in cool, dry place away from combustibles (such as, wood, rags, oils and grease).

Handle disinfectants with caution; protect skin and eyes from contact; avoid breathing vapors; wear gloves, aprons, goggles, and vapor masks.

13-10.F. Environmental Requirements

Furnish personnel working inside tank during disinfection with equipment to comply with federal and state regulations for work conducted in hazardous atmosphere and confined space.

Neutralize disinfectant solution before disposal.

Legally dispose of disinfection solution off Project Site.

Repair any damage caused by disinfectant solution and disinfection procedures, including discharge of disinfection solution.

13-10.G. Disinfectants: Chlorine forms in accordance with AWWA C652.

Execution

13-10.H. Examination

Conduct inspection of tank interior before beginning disinfection.

1. Verify tank is clean and free of polluting materials.
2. Verify tank pipe and vent connections are properly made and clear of obstructions.

13-10.I. Scheduling

1. Disinfection shall not take place until tank sealant is fully cured.
2. Notify the Engineer in writing a minimum of five (5) working days before water is required for initial low level soak.
3. Coordinate with Owner to arrange for filling of tank and timing of preliminary and final water quality testing.

13-10.J. Preparation

Protect aquatic life and vegetation from damage from disinfectant solution purged from tank.

Chlorinated water must be de-chlorinated by the addition of a reducing agent to neutralize the chlorine residual before it may be discharged to the environment, according to the requirements of the California State Regional Water Quality Control Board (RWQCB). Contact the RWQCB before discharging disinfection water to the environment.

13-10.K. Application

Use any one or a combination of the methods for disinfecting tank as specified in AWWA C652 and in accordance with the City of Ukiah's standard practice and the authority having jurisdiction.

13-10.L. Field Quality Control

Refer to Section 12-14, Execution and Closeout Requirements, for field inspecting, testing, adjusting, and balancing.

Collect samples of water from filled tank for bacteriological analysis in accordance with AWWA C652; take inlet and outlet water samples.

Test water samples for bacterial contamination, residual chlorine, and other contaminants in accordance with State Health Standards for potable water.

When water samples fail to meet State Health Standards for potable water, perform the following corrective measures until water quality conforms to State Health Standards:

1. Inlet and Outlet Water Sample Failure: Eliminate source of contamination in water supply, repeat disinfection, and retest D.
2. Outlet Water Sample Failure: Repeat disinfection, and retest water quality.

After disinfection, the tank shall be filled to the overflow level and allowed to stand for 5 days minimum. After 5 days, the Owner shall test tank water specimens for VOCs per EPA 502.2. The tank may be placed into service once acceptable test results are received.

13-10.M. Final Water Quality Testing Phase

Upon completion of chlorination, reservoir filling, and reservoir leakage testing and repair, the Owner will sample the water and perform final water quality testing including tests for bacteria and VOC's.

If the reservoir fails to pass final water quality tests the Contractor shall take the remedial measures necessary to meet the minimum specified standards at the Contractor's expense. These remedial measures may include, but are not limited to, aeration, re-chlorination, partial draining and refilling, full draining and refilling, or any combination of these remedial measures as determined by the Engineer.

13-10.N. Rechlorination and Retesting

If preliminary or final water quality testing determines that the minimum specified standards for bacteria, and VOC's, are not met, all additional costs and remedial measures required to meet these standards are the Contractor's responsibility.

These remedial measures may include, but are not limited to; Aeration utilizing a compressor with an oil separator; Re-chlorination; partial draining; full draining and refilling; Or any combination of these steps as determined by the Engineer.

13-11. Public Water Utility Distribution Piping Mains

13-11.A. Reference Standards

1. American Association of State Highway and Transportation Officials (AASHTO):
AASHTO T180: Standard Specification for Moisture-Density Relations of Soils Using a 10-lb rammer and an 18-in. drop
2. ASTM-International (ASTM):
ASTM A36: Standard Specification for Carbon Structural Steel
ASTM A307: Standard Specification for Carbon Steel Bolts, Studs, and Threaded Rod 60000 PSI Tensile Strength
ASTM D698: Standard Test Method for Laboratory Compaction Characteristics of Soil Using Standard Effort (12,400 ft-lbf/ft³)
ASTM D3139: Standard Specification for Joints for Plastic Pressure Pipes Using Flexible Elastomeric Seals

- ASTM D6938: Standard Test Methods for In-Place Density and Water Content of Soil and Soil-Aggregate by Nuclear Methods (Shallow Depth)
- ASTM F477: Standard Specification for Elastomeric Seals (Gaskets) for Joining Plastic Pipe

3. American Water Works Association (AWWA):

- AWWA C104: American National Standards Institute (ANSI) Standard for Cement Mortar Lining for Ductile-Iron Pipe and Fittings for Water
- AWWA C105: Polyethylene Encasement for Ductile-Iron Pipe Systems
- AWWA C110: ANSI Standard for Ductile-Iron and Gray-Iron Fittings, 3 In. Through 48 In. for Water
- AWWA C111: ANSI Standard for Rubber-Gasket Joints for Ductile-Iron Pressure Pipe and Fittings
- AWWA C115: ANSI Standard for Flanged Ductile-Iron Pipe with Ductile-Iron or Gray-Iron Threaded Flanges
- AWWA C151: ANSI Standard for Ductile-Iron Pipe, Centrifugally Cast, for Water or Other Liquids
- AWWA C153: ANSI Standard for Ductile-Iron Compact Fittings for Water Service
- AWWA C600: Installation of Ductile-Iron Water Mains and Their Appurtenances
- AWWA C605: Water Treatment: Underground Installation of PVC Pressure Pipe and Fittings for Water
- AWWA C900: PVC Pressure Pipe, and Fabricated Fittings, 4 In. through 12 In., for Water Distribution

13-11.B. Submittals

Product Data: Submit data on pipe materials, pipe fittings, valves, and accessories.

Manufacturer's Certificate: Certify pipe, fittings, valves, and accessories meet or exceed specified requirements.

13-11.C. Closeout Submittals

Project Record Documents: Record actual locations of piping mains, valves, connections, thrust restraints, and invert elevations.

Identify and describe unexpected variations to subsoil conditions or discovery of uncharted utilities.

13-11.D. Delivery, Storage, and Handling

Block individual and stockpiled pipe lengths to prevent moving.

Store polyethylene materials out of sunlight.

13-11.E. Field Measurements

Verify field measurements prior to fabrication.

Products

13-11.F. Potable Water Distribution Piping Mains

Ductile Iron Pipe: AWWA C151. Bituminous outside coating: AWWA C151. Pipe Mortar Lining: AWWA C104. Polyethylene Encasement: AWWA C105.

1. Pipe Class: AWWA C151, for nominal thickness, rated water working pressure and maximum depth of cover
2. Fittings: Ductile iron, AWWA C110. Compact fittings AWWA C153
 - a. Coating and Lining:
 - i. Bituminous Coating: AWWA C110

ii. Cement Mortar Lining: AWWA C104

3. Joints:

- a. Mechanical and Push-On Joints: AWWA C111
- b. Flanged Joints: AWWA C115
- c. Restrained Joints: Boltless, push-on type, joint restraint independent of joint seal

Polyvinyl Chloride (PVC): AWWA C900, Class 150:

1. Fittings: AWWA C900, AWWA C111, cast iron
2. Joints: ASTM D3139 and ASTM F477 PVC flexible elastomeric seals; solvent-cement couplings not permitted

13-11.G. Underground Pipe Markers

Trace Wire: Magnetic detectable conductor, AWG 10, blue insulation covering, imprinted with "Domestic Water Service"

13-11.H. Bedding and Cover Material:

Bedding for pipes:

1. Greater than or equal to four (4) inches: Aggregate Bedding: As specified in Section 13-03, Earthwork.
2. Less than four (4) inches: Sand Bedding: As specified in Section 13-03.

Cover material within the pipe embedment zone for pipes:

1. Greater than or equal to four (4) inches: Aggregate Base embedment/cover: As specified in Section 13-03.
2. Less than four (4) inches: Sand embedment/cover: As specified in Section 13-03.

Native backfill from above pipe embedment zone to finish grade in undeveloped locations or to the lower surface of structural section of the travel way in roadway locations: As specified in Section 13-03; subsoil with no rocks over three (3) inches in diameter, frozen earth or foreign matter

13-11.I. Flexible Expansion Joints

Flexible expansion joints shall be installed in the locations indicated on the Plans and shall be manufactured of ductile iron conforming to the material requirements of ASTM A536 and ANSI/AWWA C153/A21.53. Foundry certification of material shall be readily available upon request.

Manufacturers: EBAA Iron Flex Tend or approved equal.

Each flexible expansion joint shall be pressure tested prior to shipment against its own restraint to a minimum of 250 PSI. A minimum 2:1 safety factor, determined from the published pressure rating, shall apply.

Each flexible expansion joint shall consist of an expansion joint designed and cast as an integral part of a ball and socket type flexible joint, having a minimum per ball deflection of: 25°, 4" - 8"; 20°, 10" - 12"; 15°, 14+" and 8-inches minimum expansion. The flexible expansion fitting shall not expand or exert an axial imparting thrust under internal water pressure. The flexible expansion fitting shall not increase or decrease the internal water volume as the unit expands or contracts.

All internal surfaces (wetted parts) shall be lined with a minimum of 15 mils of fusion bonded epoxy conforming to the applicable requirements of ANSI/AWWA C213. Sealing gaskets shall be constructed of EPDM. The coating shall meet ANSI/NSF-61.

Exterior surfaces shall be coated with a minimum of 6 mils of fusion bonded epoxy conforming to the applicable requirements of ANSI/AWWA C116/A21.16.

Polyethylene sleeves, meeting ANSI/AWWA C105/A21.5, shall be included for direct buried applications.

Manufacturer's certification of compliance to the above standards and requirements shall be readily available upon request. The purchaser (or owner) shall reserve the right to inspect the manufacturer's facility for compliance.

13-11.J. Accessories

Concrete for Thrust Restraints: As shown on the Plans

Steel rods, bolt, lugs and brackets: ASTM A36/A36M or ASTM A307 carbon steel, unless noted otherwise on the Plans

Execution

13-11.K. Examination

Verify existing utility water main size, location, and inverts are as indicated on the Plans. Verify that all components and accessories for tie-in to existing piping are present and approved by the Owner before beginning work.

13-11.L. Preparation

Cut pipe ends square, ream pipe and tube ends to full pipe diameter, remove burrs. Use only equipment specifically designed for pipe cutting. The use of chisels or hand saws will not be permitted. Grind edges smooth with beveled end for push-on connections.

Remove scale and dirt on inside and outside before assembly.

Prepare pipe connections to equipment with flanges or unions.

Coordinate tie-in activities with Owner's representative.

13-11.M. Bedding

Excavate pipe trench in accordance with Section 13-03, Earthwork, for Work of this section. Hand trim excavation for accurate placement of pipe to elevations indicated on the Plans.

Dewater excavations to maintain dry conditions and preserve final grades at bottom of excavation.

Provide sheeting and shoring, as necessary, in accordance with Section 13-03.

Place bedding material at trench bottom, level fill materials in continuous layer not exceeding 6 inches compacted depth; compact to 90 percent.

13-11.N. Pipe Installation

Install pipe in accordance with AWWA C605.

Piping four (4) inches or greater should comply with the California Waterworks Standards.

Handle and assemble pipe in accordance with manufacturer's instructions and as indicated on the Plans.

Install pipe to indicated elevation to within tolerance of 0.05 foot.

Install ductile iron piping and fittings to AWWA C600.

Flanged Joints: Not to be used in underground installations, except within structures.

Route pipe in straight line. Relay pipe that is out of alignment or grade. Install pipe with no high points. If field conditions arise which necessitate high points, install air release valves as directed by Engineer.

Install pipe to have bearing along entire length of pipe. Excavate bell holes to permit proper joint installation. Do not lay pipe in wet or frozen trench.

Prevent foreign material from entering pipe during placement. Close pipe openings with watertight plugs during work stoppages.

Install pipe to allow for expansion and contraction without stressing pipe or joints.

Install access fittings to permit disinfection of water system performed under Section 13-12, Disinfection of Potable Water Systems.

Establish elevations of buried piping with not less than three (3) feet of cover. Measure depth of cover from final surface grade to top of pipe barrel.

Install trace wire continuous buried directly above pipe line; coordinate with Section 13-03, Earthwork.

13-11.O. Thrust Restraint

Provide valves, tees, bends, caps, and plugs with concrete thrust blocks in accordance with Plans. Pour concrete thrust blocks against undisturbed earth. Locate thrust blocks at each elbow or change of pipe direction to resist resultant force and so pipe and fitting joints will be accessible for repair. Provide concrete in quantities and of type shown on the Plans.

Install tie rods, clamps, set screw retainer glands, or restrained joints. Protect metal restrained joint components against corrosion by applying a bituminous coating, or by polyethylene wrap encasement of exposed metal area. Do not encase pipe and fitting joints to flanges in concrete.

Install thrust blocks, tie rods, and joint restraint at dead ends of water main.

13-11.P. Backfilling

Backfill pipe embedment zone material around sides and over the top of pipe with cover fill in maximum lifts of six (6) inches, tamp in place and compact to 95 percent. Place and compact material immediately adjacent to pipes to avoid damage to pipe and prevent pipe misalignment.

Backfill around sides and to top of pipe in accordance with Section 13-03, Earthwork.

Maintain optimum moisture content of bedding and backfill material to attain required compaction density.

13-11.Q. Pressure Testing of Potable Water Mains

Pressure test system according to the following standard:

1. After completion of pipeline installation, including backfill, but prior to final connection to existing system, conduct, in presence of Engineer, concurrent hydrostatic pressure and leakage tests in accordance with AWWA C600.
2. Provide equipment required to perform leakage and hydrostatic pressure tests.
3. Test Pressure: Not less than 150 psi or 1.25 times the maximum sustained working pressure at the site, whichever is greater.
4. Conduct hydrostatic test for at least two (2)-hours.
5. No pipeline installation will be approved when pressure varies by more than five (5) psi at completion of hydrostatic pressure test.
6. Before applying test pressure, completely expel air from section of piping under test. Provide corporation cocks so air can be expelled as pipeline is filled with water. Close corporation cocks after air has been expelled; then apply test pressure. At conclusion of tests, remove corporation cocks and plug resulting piping openings.
7. Slowly bring piping to test pressure and allow system to stabilize prior to conducting leakage test. Do not open or close valves at differential pressures above rated pressure.
8. Examine exposed piping, fittings, valves, hydrants, and joints carefully during hydrostatic pressure test. Repair or replace damage or defective pipe, fittings, valves, hydrants, or joints discovered, following pressure test.
9. No pipeline installation will be approved when leakage is greater than that determined by the following formula:

$$L = \frac{SD (P)^{1/2}}{C}$$

Where

L = allowable, in gallons per hour

S = length of pipe tested, in feet

D = nominal diameter of pipe, in inches

P = average test pressure during leakage test, in pounds per square inch (gauge)

C = Constant = 133,200

10. When leakage exceeds specified acceptable rate, locate source and make repairs. Repeat test until specified leakage requirements are met.

Compaction Testing for Bedding: In accordance with ASTM D698, AASHTO T180, and ASTM D6938.
When tests indicate Work does not meet specified requirements, remove Work, replace, and retest.

13-11.R. Disinfection of Potable Water Systems

Flush and disinfect system in accordance with Section 13-12, Disinfection of Potable Water Systems.

13-12. Water Utility Valves

General

13-12.A. References

1. American Water Works Association (AWWA):

AWWA C504: Rubber Seated Butterfly Valves

AWWA C509: Resilient-Seated Gate Valves for Water-Supply Service.

AWWA C550: Protecting Epoxy Interior Coating for Valves and Hydrants.

AWWA C600: Installation of Ductile-Iron Water Mains and Their Appurtenances.

AWWA C605: Underground Installation of Polyvinyl Chloride (PVC) Pressure Pipe and Fittings for Water

2. National Sanitation Foundation (NSF):

NSF 61: Drinking Water System Components–Health Effects

13-12.B. Submittals

Refer to Section 12-13, Submittal Procedures.

Design Data: Submit manufacturer's latest published literature. Include illustrations, installation instructions, maintenance instructions, and parts lists.

Manufacturer's Certificates: Submit Statement of Compliance, supporting data, from material suppliers attesting that valves and accessories provided meet or exceed AWWA Standards and specification requirements.

13-12.C. Closeout Submittals

Refer to Section 12-14, Execution and Closeout Requirements, for requirements for submittals.

Project Record Documents: Record actual locations of valves.

Provide operation and maintenance data for valves.

13-12.D. Qualifications

Manufacturer: Company specializing in manufacturing products specified in this section with minimum three (3) years documented experience.

Installer: Company specializing in performing work of this section with minimum three (3) years documented experience.

13-12.E. Delivery, Storage and Handling

Prepare valves and accessories for shipment according to AWWA Standards and seal valve and ends to prevent entry of foreign matter into product body.

Store products in areas protected from weather, moisture, or possible damage; do not store products directly on ground; handle products to prevent damage to interior or exterior surfaces.

13-12.F. Maintenance Materials

Refer to Section 12-14, Execution and Closeout Requirements, for requirements for maintenance materials.

Furnish one (1) tee wrench to Owner; required length.

Products

13-12.G. General Requirements

All valves shall be the same size as the pipe in which they are installed, unless specifically noted otherwise on the Drawings.

All valves shall include all appurtenant parts (operators, chainwheels, handwheels, valve stems, floor stands, gear boxes, operating nut, etc.) for a complete operating valve.

Valve shall be fully factory assembled to the greatest extent practical.

All valves shall open by turning counter-clockwise. Maximum force required for operation shall be 40 lbs.

Provide position indicator on all valves.

13-12.H. Manual Operator:

Galvanized and painted handwheels.

Lever operators allowed on quarter-turn valves 8 inches and smaller.

Cranks on gear type operators.

Operator self-locking type or equipped with self-locking device.

Worm and gear operators: one-piece design worm-gears of gear bronze material. Worm hardened alloy steel with thread ground and polished. Traveling nut type operators threader steel reach rods with internally threaded bronze or ductile iron nut.

Valve handles, wheels, etc. shall be designed to accommodate a padlock.

For all exposed valves below adjacent working surface (finished floor or walkway), provide extension stem, floor stands, and other accessories to permit operation from 2'-6" above adjacent working surface.

For all buried valves 3" and larger, provide stem extension, valve bonnet, valve box and 2" AWWA operating nut such that operating nut is within 12" of adjacent finished grade.

13-12.I. Valve Coatings and Linings:

Provide factory-applied coatings as described herein.

Where liquid epoxy coatings are specified, coatings shall conform to AWWA C550.

Field coat the exterior of all valve bodies, pipe, and fittings with the same coating as is required for the adjacent pipe in Section 13-14, Painting, unless otherwise specified.

13-12.J. Nuts, Bolts and Washers

Hex Bolts: ASTM A320/A320M, Type 304 stainless steel, Grade B8, Class 2

Nuts: ASTM F594, Type 304 stainless steel, Grade B8, Class 2

Washers: Type 304 stainless steel

13-12.K. Resilient Wedge Gate Valves

Manufacturers:

1. Mueller Company, Model A-2360
2. Milwaukee Valve, Model 2882
3. American Flow Control, Series 2500
4. Or approved equal

AWWA C509; iron body, bronze or ductile iron.

1. Resilient seats
2. Stem: Non-rising bronze stem, unless noted otherwise on the Drawings
3. Operating Nut: Square; open counterclockwise unless otherwise indicated
4. Ends: Flanged, unless noted otherwise on the Drawings
5. Coatings: AWWA C550; interior/exterior, NSF 61 certified (interior)

6. Sizes 16-inch diameter and smaller: 200 psig

13-12.L. Rubber-Seated Butterfly Valves

Manufacturers:

1. Dezurik
2. Mueller Co.
3. Or approved equal

AWWA C504; iron body, type 316 stainless steel shaft

1. Flange end treatment, unless noted otherwise on Drawings
2. Class 250
3. Epoxy coated interior and exterior
4. Handwheel operator mechanism, all 316 stainless steel trim and fasteners
5. EPDM rubber seats, 316 stainless steel disc edges

13-12.M. Valve Boxes

Reinforced Concrete Valve Box for 8-inch and smaller diameter valves; Domestic cast iron two-piece frame/cover, screw attachment, traffic rated for intended installation

Cast iron cover marked "WATER," and traffic rated for intended installation

Manufacturers: Christy/ Oldcastle, or approved equal, Model G05T, or as shown on Plans.

13-12.N. Accessories

Concrete for Thrust Restraints: As specified on the Drawings.

Valve box riser: Plastic device to center valve box over valve, and to prevent it from shifting off-center during backfilling.

Execution

13-12.O. Examination

Determine exact location and size of valves from Drawings; obtain clarification and directions from Engineer prior to execution of work.

Verify invert elevations prior to excavation and installation of valves.

13-12.P. Preparation

Identify required lines, levels, contours, and datum locations.

Locate, identify, and protect utilities to remain from damage.

Do not interrupt existing utilities without permission and without arranging to provide temporary utility services.

1. Notify Engineer not less than five (5) working days in advance of proposed utility interruption.
2. Do not proceed without written permission from the Engineer.

Clean all mating faces of valve (threads, flange faces, etc.) prior to assembly.

Remove all debris from valve body prior to assembly.

Take extra care to clean mating faces of existing pipe and fittings which may have corrosion, dirt, debris and mineral build-up which should be removed for a proper fit.

13-12.Q. Installation

Install valves in conjunction with pipe placement; set valves plumb.

Install valves per manufacturer's recommendations.

Install valves so handles operate from fully open to fully closed without encountering obstructions.

Install valves in location and orientation for easy access for routine operation and maintenance. Access should be such that an operator can operate the valve by reaching a handle, chain, etc. at a height between 2'-6" and 5'-0" above adjacent work surface (for buried valves, this is accomplished with a t-handle wrench and the operating nut being within 12" of finished grade).

Provide buried valves with valve boxes installed flush with finished grade.

13-12.R. Testing and Inspection

Valves may be either tested while testing pipelines, or as a separate step.

Test that valves open and close smoothly under operating pressure conditions. Test that two-way valves open and close smoothly under operating pressure conditions from both directions.

Count and record number of turns to open and close valve; account for any discrepancies with manufacturer's data.

Pressure Testing: Perform pressure testing of valves with piping pressure test. Refer to Section 13-11.Q.

13-13. Disinfection of Potable Water Systems

General

13-13.A. References

1. American Water Works Association (AWWA):
 - AWWA B300: Hypochlorites
 - AWWA B301: Liquid Chlorine
 - AWWA B302: Ammonium Sulfate
 - AWWA B303: Sodium Chlorite
 - AWWA C600: Installation of Ductile-Iron Water Mains and Their Appurtenances
 - AWWA C651: Disinfecting Water Mains

13-13.B. Submittals

Refer to Section 12-13, Submittal Procedures.

Product Data: Submit procedures, proposed chemicals, and treatment levels for review.

Test Reports: Indicate results comparative to specified requirements.

Certificate: Certify cleanliness of water distribution system meets or exceeds specified requirements.

13-13.C. Closeout Submittals

Refer to Section 12-14, Execution and Closeout Requirements.

Disinfection Report:

1. Type and form of disinfectant used.
2. Date and time of disinfectant injection start and time of completion.
3. Test locations.
4. Name of person collecting samples.
5. Initial and 24-hour disinfectant residuals in treated water in parts per million (ppm) for each outlet tested.
6. Date and time of flushing start and completion.
7. Disinfectant residual after flushing in ppm for each outlet tested.

Bacteriological Report:

1. Date issued, project name, and testing laboratory name, address, and telephone number.
2. Time and date of water sample collection.
3. Name of person collecting samples.

4. Test locations.
5. Initial and 24-hour disinfectant residuals in ppm for each outlet tested.
6. Coliform bacteria test results for each outlet tested.
7. Certify water conforms, or fails to conform, to bacterial standards of Mendocino County, or State Department of Public Health, Office of Drinking Water.

Water Quality Certificate: Certify water conforms to quality standards of Mendocino County, or State Department of Health Services and is suitable for human consumption.

13-13.D. Quality Assurance

Perform Work in accordance with AWWA C651.

13-13.E. Qualifications

Water Treatment Firm: Company specializing in disinfecting potable water systems specified in this section with minimum three years documented experience.

Testing Firm: Company specializing in testing potable water systems, certified by State of California.

Submit bacteriologist's signature and authority associated with testing.

Products

13-13.F. Disinfection Chemicals

Chemicals: AWWA B300, Hypochlorite, AWWA B301, Liquid Chlorine, AWWA B302, Ammonium Sulfate, and AWWA B303, Sodium Chlorite

Execution

13-13.G. Examination

Verify piping system has been cleaned, flushed, inspected, and pressure tested.

Perform scheduling and disinfecting activity with start-up, water pressure testing, including coordination with Owner's representative and with related systems.

13-13.H. Installation

Provide and attach required equipment to perform the Work of this section.

Perform disinfection of water distribution system after installation of system and pressure testing.

Introduce treatment disinfectant into piping system.

Maintain disinfectant in system for 24 hours.

Flush, circulate, and clean until required cleanliness is achieved; use municipal domestic water.

Dispose disinfection flushing, and cleaning solutions as required by the Owner and oversight agencies.

Replace permanent system devices removed for disinfection.

13-13.I. Field Quality Control

Refer to Section 12-14, Execution and Closeout Requirements.

Disinfection, Flushing, and Sampling:

1. Disinfect pipeline installation in accordance with AWWA C651.
2. Upon completion of retention period required for disinfection, flush pipeline until chlorine concentration in water leaving pipeline is no higher than that generally prevailing in existing system or is acceptable for domestic use.
3. Legally dispose of chlorinated water. When chlorinated discharge may cause damage to environment, apply neutralizing chemical to chlorinated water to neutralize chlorine residual remaining in water.
4. After final flushing and before pipeline is connected to existing system, or placed in service, employ an approved independent testing laboratory to sample, test and certify water quality

suitable for human consumption. Repeat disinfection, flushing, cleaning, and sampling until satisfactory test results are obtained.

13-14. Painting

13-14.A. Scope

Provide and install coatings on all exposed piping & valve surfaces to a depth of one foot below finish grade as indicated herein, in other Specification Sections, and on the Drawings.

13-14.B. Quality Assurance

Experience: Both Coatings Manufacturer and Coatings Installer shall have a minimum 5 years' experience in production and application, respectively, of specified products. Coatings Installer shall be approved and endorsed, in writing, by Coatings Manufacturer.

Regulations: Meet federal, state, and local requirements which apply to the work, including, but not limited to those regulations limiting the emission of volatile organic compounds.

Coatings Manufacturer Recommendations: Coatings Installer shall follow all recommendations of the Coatings Manufacturer regarding storage, handling, surface preparation, application of coatings, recoat times, environmental conditions during storage, preparation and application of coatings, and all other Coatings Manufacturer recommendations.

Warranty: Both Coatings Manufacturer and Coatings Installer shall provide a 1-year complete replacement warranty for all coatings. Manufacturer shall provide 5-year warranty for long-term performance of coatings in addition to 1-year warranty.

13-14.C. Submittals

Shop Drawings: Coatings Manufacturer shall submit for approval the following:

1. Copies of Manufacturer's technical information and application instructions for each material proposed for use. Specify exactly which product is being proposed for each coating type (as specified below). This may be accomplished through a reference table along with information on the various products, or by a separate, tabbed section with information on products being submitted for each system in a separate tab of a binder. Submittal of general Manufacturer's literature without detailing which product is proposed for each paint system will be unacceptable.
2. Copies of Manufacturer's complete color charts for each coating system.
3. Letter from the Coatings Manufacturer approving and endorsing Coatings Installer.
4. Furnish copies of the final, approved submittal to the Coatings Installer so that it is clear which product is to be used for which each system.

Reference Samples: Provide reference samples of paint colors and textures as required by the Engineer. Reference samples will show the color and texture of the final paint to be applied and shall be approved by the Engineer prior to painting. Reference samples should be applied to similar substrates to the final surfaces to be painted. If Engineer chooses to forego reference samples, Contractor must receive the allowance to forego reference samples before painting begins or all painted surfaces will be re-painted at the Engineer's discretion and at no additional cost to the Owner.

13-14.D. Product Delivery, Storage, and Handling

Protection: Protect all pre-coated items from coating damage during shipping.

Store products in accordance with Manufacturer's directions.

Store products in a neat, orderly fashion. Protect products from damage. Protect storage area from damage from stored products.

Products

13-14.E. Product and Manufacturer

The coating systems shall be provided by Tnemec, Sherwin-Williams, or approved equal.

13-14.F. Color

Color Pigments: Pure, nonfading, lead-free applicable types to suit the substrates and service indicated.

Provide colors as described in the drawings or specifications, or as selected by Engineer from standard color palette. For piping system colors, reference pipe schedule.

Where existing colors are to be matched or satisfactory color is not available from standard color palette, provide custom-mixed colors.

Provide samples of each color on the substrate to be coated for approval by the Engineer prior to beginning coating application.

Execution

13-14.G. Surface Preparation

Coatings Installer shall prepare all surfaces to be painted in strict accordance with Coatings Manufacturer's recommendations.

Coatings Manufacturer representative shall observe Coatings Installer's methods of preparing surfaces and approve of the work prior to Coatings Installer beginning coating installation. If, after a period of time, Coatings Manufacturer is satisfied with Coatings Installer's methods, Coatings Manufacturer can allow Coatings Installer to proceed without inspection following surface preparation. Coatings Manufacturer and installer will still both be held equally accountable for any coatings failure.

13-14.H. Protection

Protect all adjacent surfaces from overspray, dripping or other transfer of coatings not intended for those surfaces. Use masking, tape, drop cloths, plastic and other protective materials as appropriate.

Remove, mask, or otherwise protect hardware, lighting fixtures, switch plates, aluminum surfaces, stainless steel surfaces, machined surfaces, couplings, shafts, bearings, nameplates on machinery, and other surfaces not intended to be painted.

Protect working parts of mechanical and electrical equipment from damage during surface preparation and painting process. Mask openings in motors, fan housings, etc. to prevent coatings from falling inside.

Correct all damages by cleaning, repairing or replacing, and repainting, as acceptable to Engineer.

Completely remove all masking, tape, drop cloths, plastic and other protective materials within 48 hours of completion of application of finish coat. Take special care to remove masking and plastic which cover tank vent openings, HVAC registers, vents, motor vents, and other areas where airflow is critical to proper operation.

13-14.I. Application

Paint all exposed surfaces not specifically excluded in 3.3.C, below. Provide and install Coatings in accordance with the following Table, unless otherwise specified in other Sections:

Surface to be Coated	Primer	No. of Coats	Primer Coating Thickness (each coat)	Finish Coating	No. of Coats	Finish Coating Thickness (each coat)
Exposed Ferrous Pipe Systems and Exposed Steel Items	Polyamidoamine Epoxy	2	4-6 MDFT	Polyurethane	1	2-3 MDFT
Exposed, Non-metallic Pipe Systems	Polyamidoamine Epoxy	1	350 SF/Gal Application Rate	Polyurethane	1	350 SF/Gal Application Rate
Buried Ferrous Pipe and Steel Items	Polyamidoamine Epoxy	1	8-10 MDFT	Polyamidoamine Epoxy	1	8-10 MDFT
Glass Fused Bolted Steel Tank	Refer to Section 13-07, for coating of water storage tank					

13-14.J. Items Delivered with Factory Applied Primer:

For items delivered with a factory applied primer and requiring painting under this Section, the factory applied primer may be used in lieu of field applied primer only under the following conditions:

1. The Engineer approves the use of the factory applied primer in lieu of field applied primer.

2. The factory applied primer is certified by the Coatings Manufacturer as compatible with the field applied finish coat.
3. The Coatings Manufacturer's recommended recoat time for the factory applied primer has not been exceeded.

If all of the above conditions are not met, the Coatings Installer shall re-prepare all surfaces to be painted in strict accordance with Coatings Manufacturer's recommendations and primer applied, in accordance with this Section.

13-14.K. Table Definitions:

SF/Gal: Square foot of coverage per gallon of coating used.

MDFT: mil dry film thickness

mil: 1/1000 of an inch paint thickness

Ferrous Pipe: Includes Ductile Iron, Cast Iron, Steel, and Galvanized Steel piping

Steel Items: Includes steel and galvanized steel items such as structural steel, bollard posts, and all other steel and galvanized steel items.

Non-Metallic Pipe: Polyvinyl Chloride, Chlorinated Polyvinyl Chloride, Fiberglass Reinforced Plastic, High Density Polyethylene

Exposed: Located above grade, exposed to the atmosphere not submerged.

Submerged: In an area which normally is under water or other liquid or is intermittently under water or other liquid.

Buried: Located below grade, surrounded by backfill.

13-14.L. Surfaces Not Requiring Painting:

Unless otherwise stated or shown below or in other sections, the following areas or items will not require painting or coating:

- Concrete surfaces.
- Reinforcing steel.
- Copper, bronze, brass, Monel, aluminum, chromium plate, and stainless steel surfaces, except where:
 - o Required for electrical insulation between dissimilar metals.
 - o Aluminum and stainless steel are embedded in concrete or masonry, or aluminum is in contact with concrete or masonry.
 - o Color coding of equipment and piping is required.
- Pipe unions or portions of piping systems where painting would make disassembly difficult or impossible.
- Prefinished electrical, mechanical and architectural items such as motor control centers, switchboards, switchgear, panelboards, transformers, disconnect switches, HVAC equipment enclosures, ductwork, acoustical tile, cabinets, louvers, and wall panels.
- Electrical conduits.
- Cathodic protection anodes.
- Fiberglass reinforced plastic (FRP) surfaces with an integral ultra-violet resistant colored gel coat do not require painting, provided the color is as selected.
- Glass, plexiglass or other transparent or translucent material intended to allow passage of light.
- Civil/site materials such as asphalt, gravel, rock, chain-link fence, and plantings.

13-14.M. Recoat times:

Coatings Installer shall observe all requirements of the Coatings Manufacturer regarding recoat times.

13-14.N. Warranty Inspection

Warranty inspection shall be conducted during the eleventh month following completion of the Work. All defective Work shall be repaired by the Contractor in accordance with this Specification and to the satisfaction of the Engineer and at the Contractor's expense.

Any location where paint has peeled, bubbled, or cracked and any location where rusting is evident shall be considered to be a failure of the system. The Contractor shall make repair at all points where failures are observed by removing the deteriorated paint, cleaning the surface, and recoating or repainting with the same system. If the area of failure exceeds 25 percent of the total coated or painted surface, the entire coating or paint system may be required to be removed and repainted in accordance with this specification as determined by the Engineer.

All costs for Contractor's inspection, Manufacturer's inspection and all costs for repair shall be borne by the Contractor.

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SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be Excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

(1) Section 6-02. Office at the Site

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

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

The following designated sections of the Special Provisions are hereby amended to read as follows:

No amendments.

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- o **Proposal** (Page 97)
 - Unit prices filled out per instruction
 - Extended prices calculated correctly
 - Total bid amount calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- o **Fair Employment Practices Certification** (Page 101)
 - Filled out completely per instruction
- o **Worker's Compensation Certificate** (Page 102)
 - Filled out completely per instruction
- o **Certification of Non-Discrimination in Employment** (Page 103)
 - Filled out completely per instruction
- o **List of Proposed Subcontractors** (Page 104)
 - Include California Contractor License Number for each
 - Include DIR Public Works Contractor Registration Number for each
 - Identify what portion of work to be performed
- o **Statement of Experience** (Page 105)
- o **Signature of Bidder** (Page 106)
 - Filled out completely per instruction
 - Authorized signature provided
- o **Bidder's Bond** (Page 107)
 - Filled out completely per instruction
- o **Non-Collusion Affidavit** (Page 108)
 - Filled out completely per instruction
 - Notarized
- o **Addenda Issued**
 - Check the City website for any addenda issued: www.cityofukiah.com/purchasing

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

PROPOSAL

**FOR
PZ2S Water Tank Replacement Project**

Specification No. 20-02 Rev. 1

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In the case of any discrepancy between the unit price and the total set forth for the item, the unit price shall prevail; provided, however, that if the amount set forth as a unit price is ambiguous, unintelligible or uncertain for any reason, or is omitted, or in the case of lump sum items, is not the same amount as the entry in the "Total" column, then the amount set forth in the "Total" column for the item shall prevail in accordance with the following:

1. As to lump sum items, the amount set forth in the "Total" column shall be the unit price;
2. As to unit basis items, the amount set forth in the "Total" column shall be divided by the estimated quantity for the item and the price thus obtained shall be the unit price.

The Total Base Bid shall be the sum of the items in the "Total" column. In case of discrepancy between the sum of the items in the "Total" column and the amount entered as Total Base Bid, the sum of the "Total" column items shall prevail. The bid comparison will be based on the sum of the items in the "total" column for each bidder.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

PZ2S Water Tank Replacement Project

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
1	Mobilization/Demobilization	LS	1	\$ _____	\$ _____
2	Demolition of Existing Welded Steel Water Tank, Concrete Footing and Selective Yard Piping	LS	1	\$ _____	\$ _____
3	Clearing and Grubbing	LS	1	\$ _____	\$ _____
4	Excavation and Soils Export	CY	185	\$ _____	\$ _____
5	Provide and Install Compacted Engineered Fill	CY	150	\$ _____	\$ _____
6	Finish Grading	LS	1	\$ _____	\$ _____

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	QUANTITY	UNIT PRICE	EXTENDED PRICE
7	Erosion Control	LS	1	\$ _____	\$ _____
8	Provide and Install Yard Piping	LS	1	\$ _____	\$ _____
9	Provide and Install Tank Foundation	LS	1	\$ _____	\$ _____
10	Provide and Install Glass Fused Bolted Steel Water Tank	LS	1	\$ _____	\$ _____
11	Provide and Install Tank Cathodic Protection System	LS	1	\$ _____	\$ _____
12	Provide and Install Tank Level Instrumentation	LS	1	\$ _____	\$ _____
13	Provide and Install Overflow Drain Piping and Inlet Box	LS	1	\$ _____	\$ _____
TOTAL BASE BID AMOUNT IN FIGURES→					\$ _____

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

PZ2S Water Tank Replacement Project

(Signature of Bidder)

Business Mailing Address:

Business Location:

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

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this _____ day of _____, 20____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

_____ Date _____

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

LIST OF PROPOSED SUBCONTRACTORS

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

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

STATEMENT OF EXPERIENCE OF BIDDER

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

SIGNATURE(S) OF BIDDER

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

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

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

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

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

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

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on _____ for **PZ2S Water Tank Replacement Project**.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing **PZ2S Water Tank Replacement Project** by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address: _____

Place of Residence: _____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20 ____.

CITY OF UKIAH
Mendocino County, California

AGREEMENT

FOR

PZ2S WATER TANK PROJECT

Specification No. 20-02 Rev. 1

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within Two hundred and twenty (220) calendar days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this _____ day of _____, 20____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this _____ day of _____, 20 ____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____, by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is _____
_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____,
AS PRINCIPAL, and

_____,
AS SURETY,

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

_____ dollars (\$ _____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

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

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

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety)

Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$_____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL**, and

_____, **AS SURETY**,

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

_____ dollars (\$_____)

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

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

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

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

_____(Corporate Principal) Affix
Corporate Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

_____(Corporate Surety) Affix
Corporate Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$_____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

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 ventures, 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



Phone: (707) 459-4518 Email: info@shn-engr.com Web: shn-engr.com

335 S. Main Street, Willits, CA 95490-3977

PRELIMINARY OPINION OF CONSTRUCTION COST CITY OF UKIAH PZ2S WATER TANK REPLACEMENT PROJECT

4/28/2020

416086

Item No.	Estimated Quantity	Description	Unit of Measurement	Unit Price	Total
1	1	Mobilization/Demobilization	LS	\$ 30,000.00	\$ 30,000.00
2	1	Demolition of Existing Welded Steel Water Tank, Concrete Footing and Selective Yard Piping	LS	\$ 35,000.00	\$ 35,000.00
3	1	Clearing and Grubbing	LS	\$ 2,500.00	\$ 2,500.00
4	185	Excavation and Soils Export	CY	\$ 25.00	\$ 4,625.00
5	150	Provide and Install Compacted Engineered Fill	CY	\$ 45.00	\$ 6,750.00
6	1	Finish Grading	LS	\$ 3,500.00	\$ 3,500.00
7	1	Erosion Control	LS	\$ 3,000.00	\$ 3,000.00
8	1	Provide and Install Yard Piping	LS	\$ 25,000.00	\$ 25,000.00
9	1	Provide and Install Tank Foundation	LS	\$ 78,000.00	\$ 78,000.00
10	1	Provide and Install Glass Fused Bolted Steel Water Tank	LS	\$ 416,000.00	\$ 416,000.00
11	1	Provide and Install Tank Cathodic Protection System	LS	\$ 18,000.00	\$ 18,000.00
12	1	Provide and Install Tank Level Instrumentation	LS	\$ 8,000.00	\$ 8,000.00
13	1	Provide and Install Overflow Drain Piping and Inlet Box	LS	\$ 5,000.00	\$ 5,000.00
Estimated Subtotal Base Bid					\$ 635,375.00
10% Contingency					\$ 63,537.50
Total Opinion of Construction Cost					\$ 698,912.50



AGENDA SUMMARY REPORT

SUBJECT: Award Bid to T&T Paving Inc., dba Valley Paving in the Amount of \$114,671 for the Golf Course Storm Drain Project, Specification No. 19-07, and approval of corresponding budget amendment.

DEPARTMENT: Public Works

PREPARED BY: Andrew Stricklin, Engineering Analyst

PRESENTER: Consent Calendar

ATTACHMENTS:

1. Spec 19-07 Golf Course Storm Drain
2. Bid_Results_Export (23)
3. Bid from Schaefer Engineering
4. Subletting and Subcontracting
5. Bid from Valley Paving
6. Valley Paving - Sub-contractor DIR number correction

Summary: The City Council will consider declaring the bid from Schaefer Engineer Inc. as non-responsive, rejecting the bid, and awarding the contract to T&T Paving Inc., dba Valley Paving in the Amount of \$114,671 for the Golf Course Storm Drain Project, Specification No. 19-07, and approval of corresponding budget amendment.

Background: As a result of the February storms in 2019, significant damages were made to a storm drain located at the Ukiah Valley Golf Course. The City's Office of Emergency Management Coordinator submitted necessary documents to FEMA for reimbursement for damages caused by the winter storm. After FEMA and Cal OES visited the site to assess the damages, they agreed the damages were a result of the storm. City staff provided an estimate of the repair costs, which FEMA approved, in the amount of \$162,477.

Of the project costs, FEMA will reimburse the City 75%, Cal OES 18.75%, and the City will be responsible for the remaining 6.25%. Once the project is complete, copy of the invoices will be submitted to Cal OES, and reimbursement funds will be released.

Discussion: City staff designed and completed Plans and Specifications for the Golf Course Storm Drain Project internally and advertised the project for bid on April 27, 2020, with a bid opening on May 14. A copy of Plans and Specifications is included as Attachment 1. The City received bids from fourteen contractors. The bid tabulation is included as Attachment 2.

Schaefer Engineering Inc. was the apparent low bidder, with a bid amount of \$108,338. A copy of Schaefer Engineering's bid is provided as Attachment 3. After review of Schaefer's bid, it was found that the bid is non-responsive, primarily due to the multiple errors or omissions in listing the subcontractor: no location of subcontractor's place of business, no CSLB license number, incorrect public works registration number, and failure to specify the work the subcontractor would perform. Per the Subletting and Subcontracting Fair Practices Act (see Attachment 4), errors in registration or license numbers can be corrected within 24 hours of the bid opening, but are limited to that.

The second lowest bid was received from T & T Paving Inc., dba Valley Paving in the amount of \$114,671.

Please refer to Attachment 5 for a copy of their bid. After review, there was one error identified, which was the listed subcontractor's Public Works Registration number written incorrectly. As identified earlier, this is an error that can be corrected within 24 hours of the bid opening. Please refer to Attachment 6 for an email from the contractor requesting the correction.

It is therefore staff's recommendation to award the bid for Specification No. 19-07 Golf Course Storm Drain Project to T & T Paving Inc., dba Valley Paving in the amount of \$114,671.

A budget amendment is also being requested in the amount of the bid plus 10%, to allow for contingencies for the construction side, and a corresponding budget amendment on the revenue side to show the expected reimbursement.

Recommended Action: Declare the bid from Schaefer Engineer Inc. as non-responsive, reject the bid, and award the contract to T&T Paving Inc., dba Valley Paving in the Amount of \$114,671 for the Golf Course Storm Drain Project, Specification No. 19-07, and approval of corresponding budget amendment.

BUDGET AMENDMENT REQUIRED: Yes.

CURRENT BUDGET AMOUNT: 72022400.80230.18191: \$0

PROPOSED BUDGET AMOUNT: 72022400.43290.18191: -\$94,604; 72022400.43191.18191: -\$23,651; 72000000.91100: -\$7,883; 10000000.95720: \$7,883; 72022400.80230.18191: \$126,138

FINANCING SOURCE: 75% FEMA Public Assistance Grant, 18.75% Cal OES, 6.25% General Fund

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Tim Eriksen, Public Works Director/City Engineer; Andrew Stricklin, Public Works Management Analyst; Mary Horger, Financial Services Manager; David Rapport, City Attorney

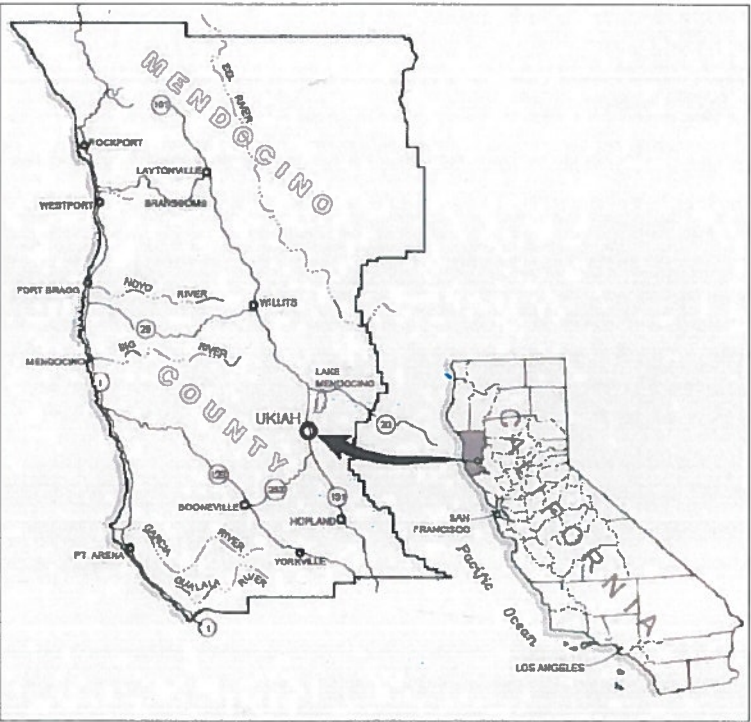
Approved: 
Sage Sangiacomo, City Manager

UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT

SPECIFICATION NO. 19-07

599 PARK BLVD.
UKIAH, CALIFORNIA
JANUARY 2020

AREA MAP



APPROVALS

APPROVED BY: TIMOTHY E. ERIKSEN, P.E.
DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

DATE:

2/6/2020

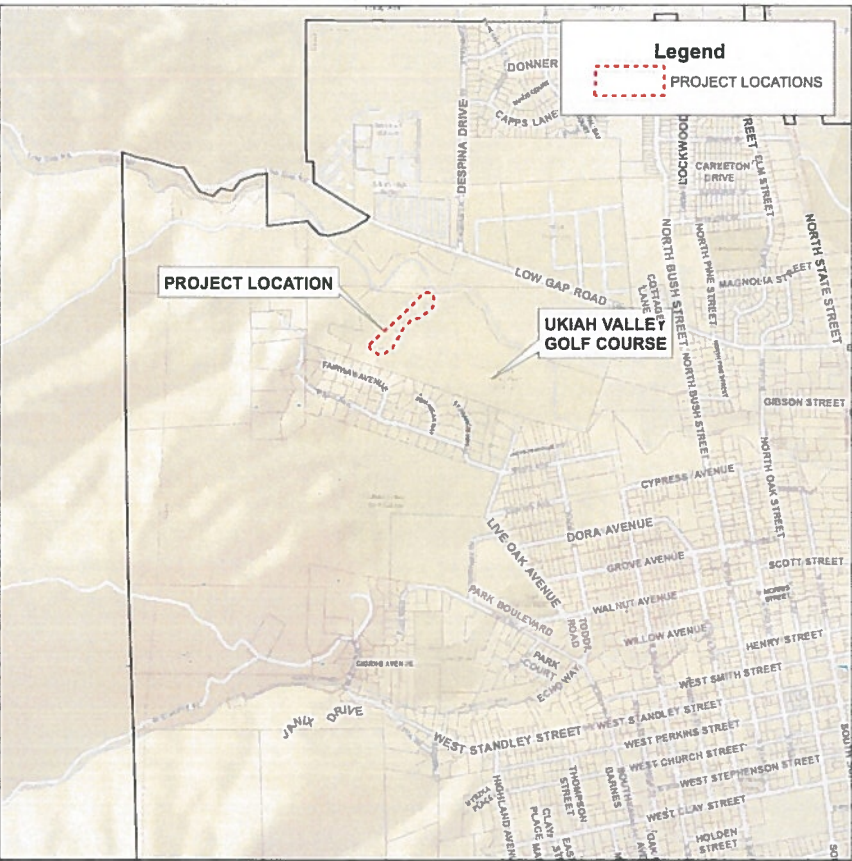
DESIGNED BY: ANDREW R. STRICKLIN
MANAGEMENT ANALYST / PROJECT MANAGER

DATE:

2/6/2020



LOCATION MAPS



CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482

599 PARK BLVD. - VARIOUS LOCATIONS

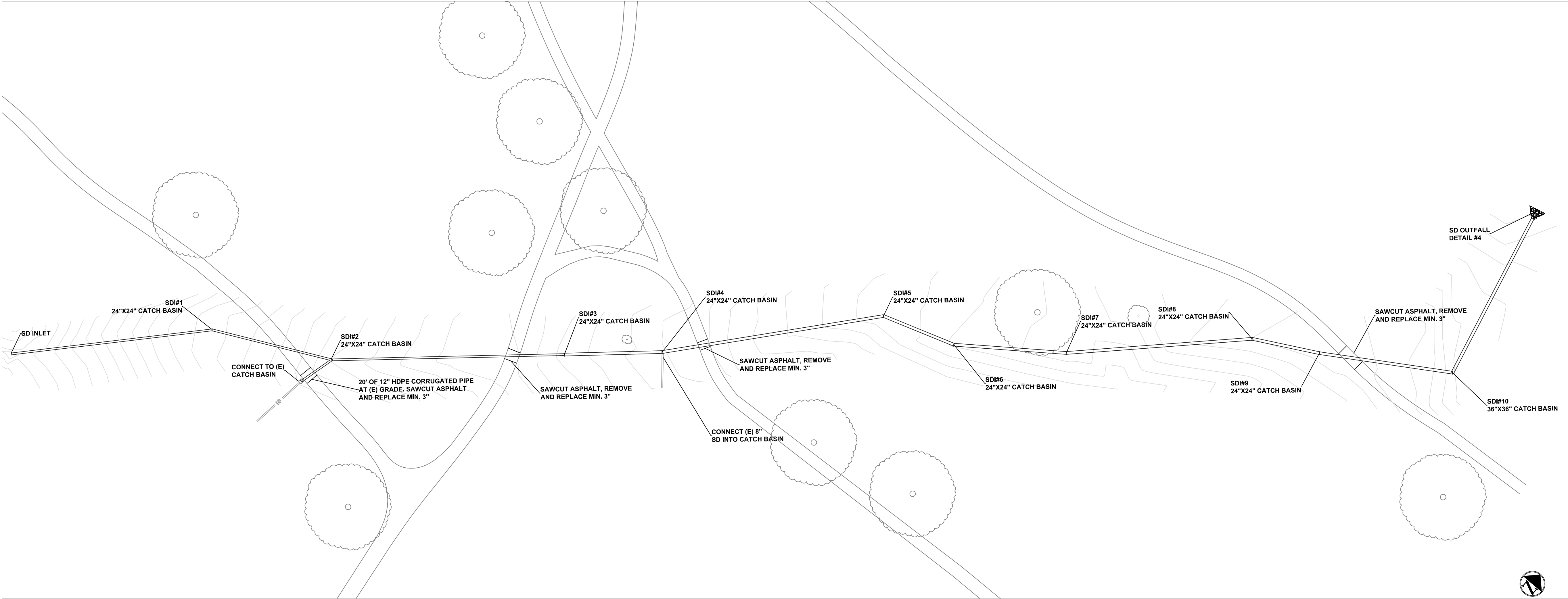
SPECIFICATION NO. 19-07

UKIAH VALLEY GOLF COURSE - STORM DRAIN
REPLACEMENT PROJECT

SCALE: 1" = 30'
DATE: MAY 2019
DRAWING NUMBER:
COVER

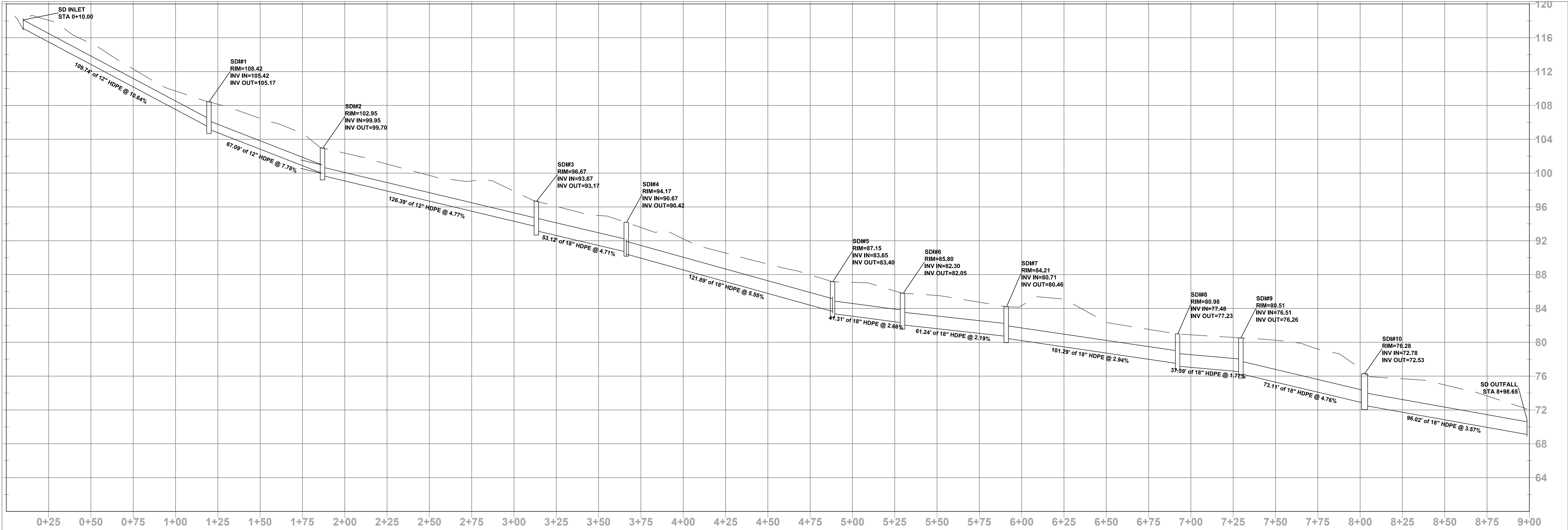
DRAWN: A.S.S.
CHECKED BY: T.E.
DATE: MAY 2019
SPEC. NO. 19-07
DRAWING FILE:
PUBLIC WORKS PROJECT 19-07 GOLF COURSE STORM DRAIN PLAN AND SPECIFICATIONS 80 BACK 8 DWS

LOCATION #2 - WEST/EAST ALIGNMENT



NOTE: THE CONTRACTOR SHALL VERIFY EXISTING CONDITIONS AND LOCATIONS OF EXISTING UTILITIES PRIOR TO BEGINNING CONSTRUCTION.

*CONTRACTOR TO REPLACE GRASS TURF WITH SOD WHERE REMOVED AT TRENCH AND WHERE DESTROYED IN WORK ZONE OR FROM STAGING MATERIALS. SEE SPECIFICATIONS FOR SOD REPLACEMENT MATERIAL.



SCALE : HORIZONTAL 1" = 30'
VERTICAL 1" = 5'

Location 599 PARK BLVD. - VARIOUS LOCATIONS

Project SPECIFICATION NO. 19-07

Title UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT

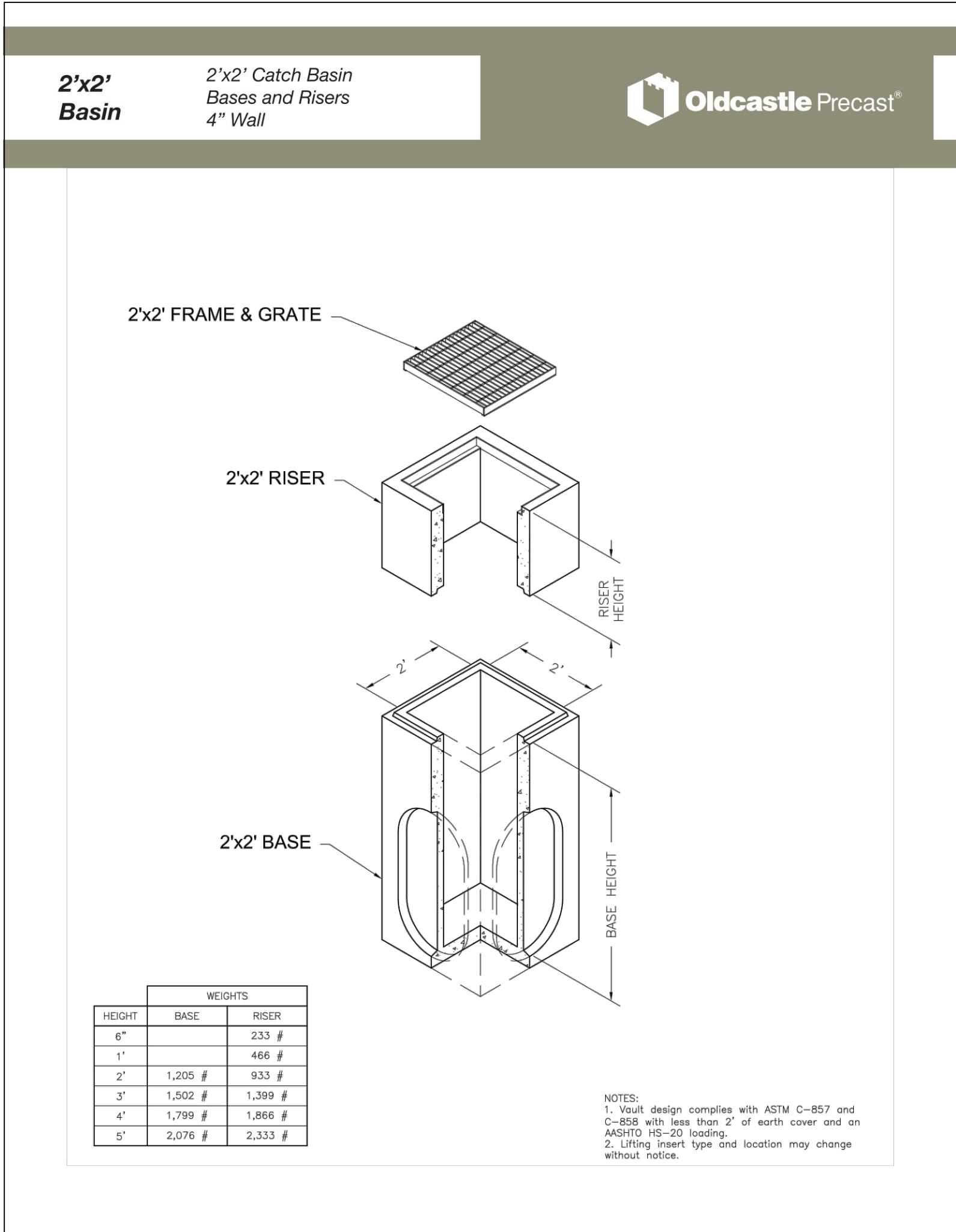
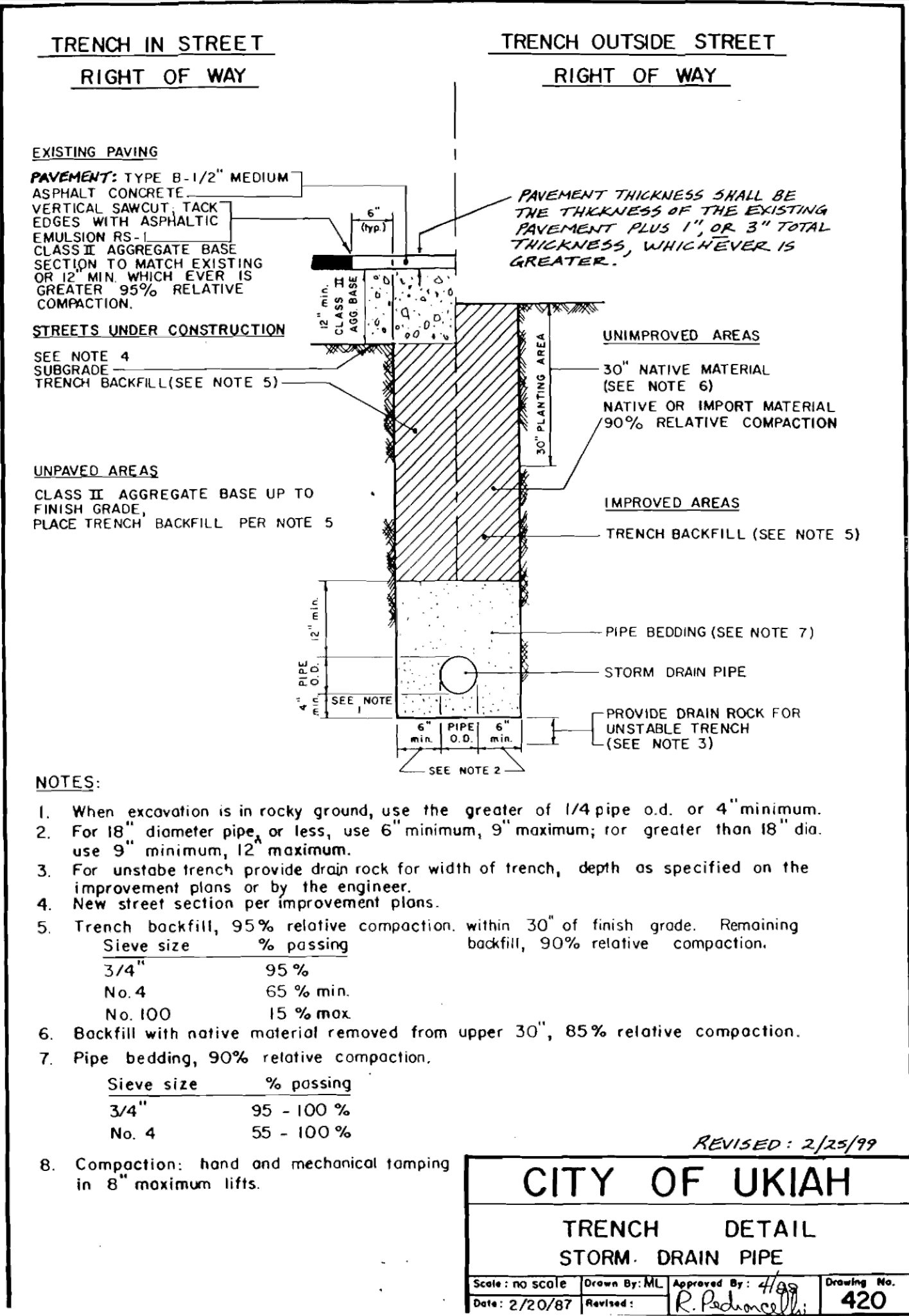
CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482



DRAWN: A.R.S.
CHECKED BY: T.E.
JOB NUMBER: SPEC NO. 19-07
DRAWING FILE: S:\PUBLIC WORKS\PROJECTS\PUBLIC WORKS\2019\SPEC 19-07 GOLF COURSE STORM DRAIN\PLANS AND SPEC\GOLF COURSE SD BACK 8.DWG

SCALE: 1" = 30'
DATE: MAY 2019
DRAWING NUMBER: C1



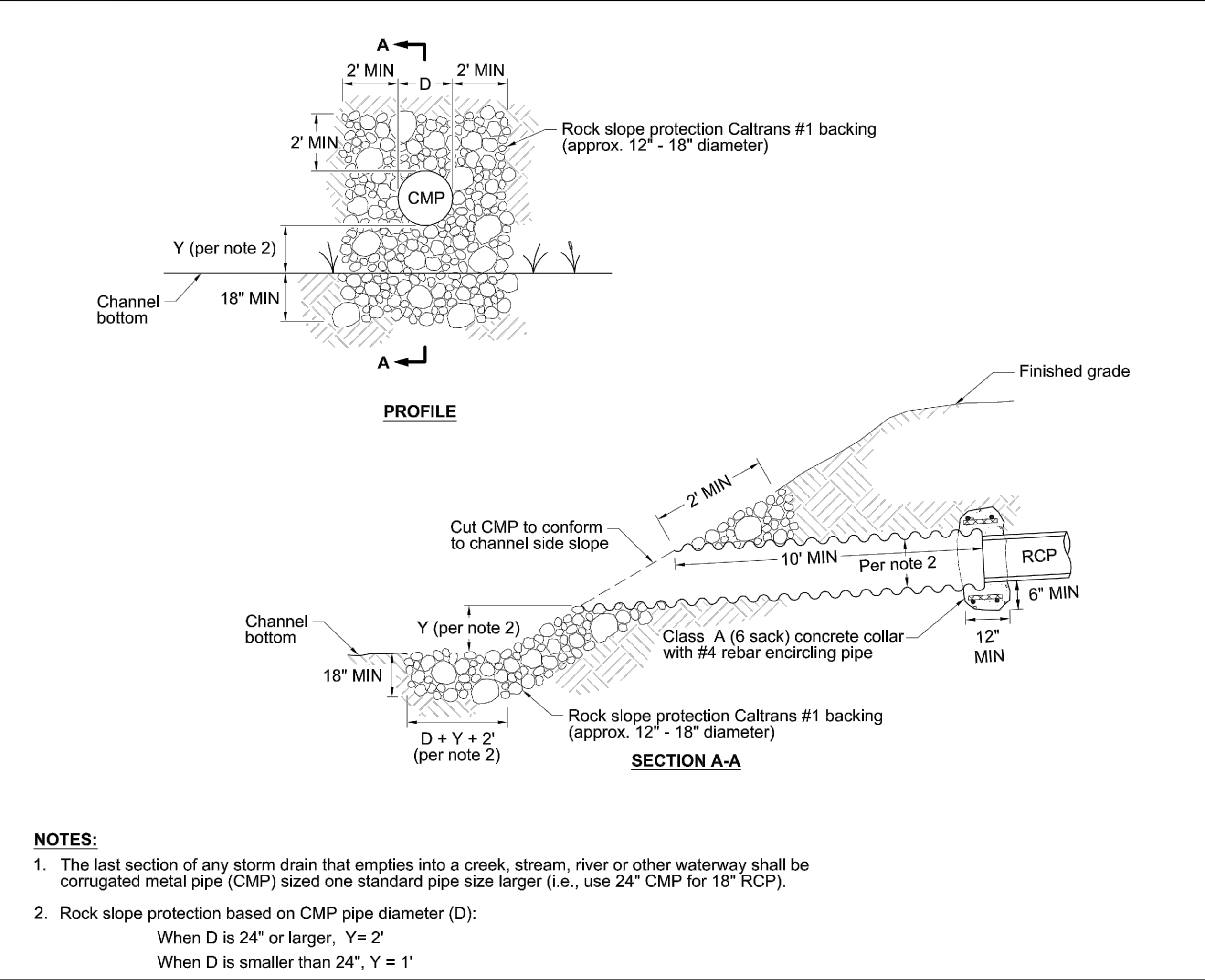
420 TRENCH DETAIL - STORM DRAIN PIPE

NTS

1

24" X 24" CATCH BASIN - 4" WALL

NTS



3

STORM DRAIN OUTFALL

NTS

NTS

4

SIDEWALK STRUCTURAL SECTION

NTS

Location

599 PARK BLVD. - VARIOUS LOCATIONS

Project

SPECIFICATION NO. 19-07

Title

UKIAH VALLEY GOLF COURSE - STORM DRAIN
REPLACEMENT PROJECT

DRAWN:

A.R.S.

CHECKED BY:

T.E.

JOB NUMBER:

SPEC NO. 19-07

DRAWING FILE:

S:\PUBLIC WORKS\PROJECTS\PUBLIC WORKS\19-07 GOLF COURSE STORM DRAIN\PLANS AND SPEC\GOLF COURSE SD BACK 6.DWG

CITY OF UKIAH

300 Seminary Avenue
Ukiah, CA 95482



SCALE:
1" = 30'

DATE:
MAY 2019

DRAWING NUMBER:

D1

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

SPECIAL PROVISIONS
FOR
UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT
SPECIFICATION NO. 19-07

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

Bids Open: May 14, 2020
2:00 p.m.
Office of City Clerk

CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA

CITY COUNCIL:

DOUGLAS F. CRANE – MAYOR
STEPHEN G. SCALMANINI – VICE MAYOR
JIM BROWN – COUNCIL MEMBER
JUAN OROZCO – COUNCIL MEMBER
MAUREEN MULHEREN – COUNCIL MEMBER



SAGE SANGIACOMO – CITY MANAGER

TIM ERIKSEN - DIRECTOR OF PUBLIC WORKS / CITY ENGINEER

MARY HORGER – FINANCIAL SERVICES MANAGER

KRISTINE LAWLER – CITY CLERK

R. ALLEN CARTER - CITY TREASURER

Approved By:

A handwritten signature in blue ink, appearing to read "Tim Eriksen", written over a horizontal line.

Tim Eriksen,
Director of Public Works/City Engineer

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CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA
NOTICE TO BIDDERS FOR UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT
SPECIFICATION NO. 19-07

NOTICE IS HEREBY GIVEN that sealed standard proposals for UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT will be received at the Office of the City Clerk, Ukiah Civic Center **Annex** – located at **411 West Clay Street**, Ukiah California until **2:00 p.m. on May 14, 2020**. Bids shall be addressed to the City Clerk and shall be endorsed UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT. **DUE TO THE CITY'S CURRENT CLOSURE TO THE PUBLIC BECAUSE OF THE COVID-19 EVENT**, bids that are HAND DELIVERED must be placed in the Night Drop Box located to the right of the front doors of the Ukiah Civic Center Annex, at the address listed above. As soon thereafter as possible, the bids will be publicly opened via live streaming at <http://www.cityofukiah.com/meetings/> and read. Bids are required for the entire work described herein. No fax bids will be accepted.

ENGINEER'S ESTIMATE OF QUANTITIES

ITEM NO.	DESCRIPTION	QUANTITY	UNIT
1	MOBILIZATION	1	LS
2	INSTALL 12" HDPE STORM DRAIN PIPE	324	LF
3	INSTALL 18" HDPE STORM DRAIN PIPE	586	LF
4	INSTALL 24"X24" DRAIN INLET	10	EA
5	INSTALL RIPRAP APRON	6	CY
6	REMOVE & REPLACE AC SIDEWALK	84	SF
7	TURF REPLACEMENT	5,500	SF
8	EXISTING STORM DRAIN REMOVAL & DISPOSAL	889	LF
9	EXISTING SD SMALL DRAIN STRUCTURE REMOVAL & DISPOSAL	10	EA

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

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

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

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

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

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

PUBLISH TWO TIMES: April 30, 2020 and May 7, 2020

UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT shall be performed in accordance with the Plans and Special Provisions therefor adopted, to which special reference is hereby made.

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

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

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

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

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

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

The work is to be completed within 20 (twenty) working days. The Contractor will pay to the City the sum of five hundred (\$500.00) dollars per day for each and every calendar day's delay beyond the time prescribed.

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

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

Examination of Site, Drawings, Etc.

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

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

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

Bidder Inquiries and Questions

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

Mary Horger, Financial Services Manager

Fax: (707) 313-3621

Email: mhorger@cityofukiah.com

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

Location of the Work

All of the work to be performed is within the City of Ukiah. Project is located at the Ukiah Valley Golf Course at 599 Park Blvd.

SECTION 1. PROPOSAL REQUIREMENTS AND GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The name and the location of the place of business of each subcontractor who will perform work or labor, or render service to the prime contractor in or about the construction of the work, or to a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work according to detailed drawings contained in the

plans and Special Provisions, in an amount in excess of one-half of 1 percent of the prime contractor's total bid.

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

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

SECTION 2. AWARD AND EXECUTION OF CONTRACT

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

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

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

SECTION 3. SCOPE AND INTENT OF CONTRACT

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

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

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

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

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

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

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

3-06. Interpretation of Special Provisions and Drawings. The Special Provisions and the Contract Drawings are intended to be explanatory of each other. Any work indicated in the Contract Drawings and not in the Special Provisions, or vice versa, is to be executed as if indicated in both. In case of a discrepancy or conflict between the Technical Specifications and Contract Plans, the Technical Specifications shall govern. All work shown on the Contract Drawings, the dimensions of which are not figured, shall be accurately followed to the scale to which the drawings are made, but figured dimensions are in all cases to be followed, where given, though they differ from scaled measurements. Large scale drawings shall be followed in preference to small scale drawings. Should it appear that the work to be done, or any of the matters relative thereto, are not sufficiently detailed or explained in these contract documents, including the contract drawings, the Contractor shall apply to the Engineer for such further explanations as may be necessary and shall conform thereto as part of this contract, so far as may be consistent with the terms of this contract. In the event of any doubt or questions arising respecting the true meaning of the Special Provisions, reference shall be made to the Engineer and his or her decision thereon shall be final. If the Contractor believes that a clarification or interpretation justifies an increase in the contract price or contract time, the Contractor must comply with the written notice provisions of Sections 9-05 and 10-07 of these Special Provisions. Contractor's attention is directed to Section 12-06 of the Technical Specifications regarding the Standard Specifications and Standard Plans.

3-07. Liability of City Officials. No city official, nor the Engineer, nor any authorized assistant of any of them, shall be personally responsible for any liability arising under this contract.

3-08. Dispute Resolution. Claims of \$375,000 or less by the Contractor that arise under this Contract are subject to the mandatory dispute resolutions provisions in Public Contract Code Sections 20104-20104.6.

SECTION 4. BONDS

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

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

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

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

SECTION 5. INSURANCE REQUIREMENTS FOR CONTRACTORS

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

5-01. Minimum Scope of Insurance

Coverage shall be at least as broad as:

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

5-02. Minimum Limits of Insurance

Contractor shall maintain limits no less than:

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

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

5-04. Other Insurance Provisions

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

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

4. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled by either party, except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City.
5. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of Civil Code.

5-05. Acceptability of Insurers

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

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

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

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

SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6-21. Wage Rates.

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

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

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

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

7. Apprentices.

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

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

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

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

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

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

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

6-24. Public Notification. The contractor shall be responsible for all public notification regarding construction work including detours, lane and street closures, hours of operations, and notification of effected commercial businesses within 1000 feet of the construction. For any business impacted by construction, the contractor shall provide adequate sized on-site signage indicating that businesses are open during construction. The contractor shall prepare public noticing via the newspaper, radio announcements, notification of the emergency vehicle agencies, public transit, Ukiah Unified School District and St. Mary's School, that the project streets will be affected by potential detours and street closures, with recommended alternate routes of travel. Through street access will be restricted to businesses and residents only during construction closures. Location of Street Closures signage shall be positioned to give motorists the ability to use alternate routes prior to coming to a dead end road closed for construction. All proposed detours, closures and traffic control methods shall be submitted to the Engineer for approval prior noticing to the public. All public noticing shall be performed a minimum of one week prior to instituting traffic control, and lane or street closures. The tentative construction schedule shall be included in the public noticing. The contractor shall submit all public notice language to the City Engineer for approval prior to publication of notices. All road closures, detour routes, and traffic control including temporary lane closure plans shall be submitted by the Contractor to the City Engineer for approval prior to public noticing and use.

SECTION 7. RESPONSIBILITIES AND RIGHTS OF CITY

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

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

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

If the Special Provisions, the Engineer's instruction, laws, ordinances, or any public authority require any work to be specially tested or approved, the Contractor shall give the Engineer timely notice of its readiness for inspection and, if the inspection is by an authority other than the Engineer, of the date fixed for such inspection. Inspections by the Engineer shall be promptly made at the source of supply where practicable. If any work shall

be covered up without approval or consent of the Engineer, it must, if required by the Engineer, be uncovered for examination and properly restored at the Contractor's expense.

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

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

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

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

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

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

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

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

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

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

interests by causing such work to be done and such material to be furnished as shall provide such protection as the Engineer may consider necessary and adequate.

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

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

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

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

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

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

SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT

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

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

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

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

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

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

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

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

SECTION 9. PROSECUTION OF WORK

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

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

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

occur in the prosecution of the work on account of the reasonable interference of other contractors employed by the City which do not necessarily prevent the completion of the whole work within the time herein specified.

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

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

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

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

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

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

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

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

9-09. Hours of Labor. Eight (8) hours of labor shall constitute a legal day's work and the Contractor or any subcontractor shall not require or permit more than eight hours of labor in a day from any person employed by

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

SECTION 10. PAYMENT

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

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

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

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

10-03. Substitution of Securities.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

10-09. Compensation to the City for Extension of Time. In case the work called for under this contract is not completed within the time limit stipulated herein, the City shall have the right as provided hereinabove, to extend the time of completion thereof. If the time limit be so extended, the City shall have the right to charge to the Contractor and to deduct from the final payment for the work the actual cost to the City of engineering,

inspection, superintendence and other overhead expenses which are directly chargeable to the contract and which accrue during the period of such extension, except that the cost of final unavoidable delays shall not be included in such charges.

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

SECTION 11. MISCELLANEOUS

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

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

11-03. Litigation and Forum Selection. Contractor and City stipulate and agree that any litigation relating to the enforcement or interpretation of this contract, arising out of Contractor's performance or relating in any way to the work shall be brought in Mendocino County and that venue will lie in Mendocino County.

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

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

11-04. Waiver. The Contractor shall strictly comply with all notices and other contract requirements. Waiver by the City of any failure of the Contractor to comply with any term of the contract, including the notice provisions, shall not be deemed a waiver of a subsequent breach.

TECHNICAL SPECIFICATIONS

SECTION 12. GENERAL INFORMATION

12-01. Location and Scope of Work. The work involves the replacement of storm drain lines and basins at the Ukiah Valley Golf Course as the result of storm damage.

The vicinity of the work shall be protected from injury by Contractor during construction and until completion of the work. Contractor shall be liable for all damages to such facilities.

There are existing underground irrigation utilities located within the project limits. It is the Contractor's responsibility to verify the horizontal and vertical locations of all utilities by potholing or other locating method approved by the engineer a minimum of 7 working days in advance of doing water main work. Any conflicts shall be brought to the attention of the Engineer.

Incidental items of construction necessary to complete the whole work in a satisfactory and acceptable manner as shown on the Project Plans and as provided for in the Special provisions and not specifically referred to in this section will be understood to be furnished by the Contractor. All areas or fixtures disturbed by the Contractor's activities shall be restored to their original condition.

The Contractor should familiarize himself with the local conditions of the project sites. Failure to do so will in no way relieve him of the responsibility for performing any of the work or operations required as a part of this contract.

12-02. Arrangement of Technical Specifications. The Technical Specifications are arranged in sections covering the various phases of work as follows:

Section No.	Title
12	General Information
13	Construction Details
14	Exclusions from General Conditions
15	Amendments to General Conditions

12-03. Arrangement of Plans. The Plans consist of three (3) sheets, which are bound as a separate document and are hereby made a part of the Contract Documents.

12-04. Business Licenses. The Contractor and any subcontractors shall each secure and maintain a valid City of Ukiah Business License prior to the start of any portion of the work.

12-05. Permits The Contractor shall provide, procure, and pay for all permits including encroachment permits required to carry on and complete this work. The City will issue a no fee encroachment permit to the Contractor allowing him to perform work within City right of way after the Contract documents have been executed and insurance certificate and endorsements have been approved by the City.

12-06. Standard Specifications and Standard Plans. Standard Specifications and Standard Plans of the California State Department of Transportation May 2006, are hereby made a part of these Technical Specifications, and are hereinafter referred to as "Standard Specifications" and "Standard Plans." The 2015 Standard Specifications and Standard Plans of the California State Department of Transportation are hereby made a part of these Special Provisions.

Whenever in the California Standard Specifications and the California Standard Plans the following terms are used, they shall be understood to mean and refer to the following:

Department of Transportation – The City Council.

Director of Public Works – The City of Ukiah Director of Public Works.

Engineer – The Engineer, designated by the City Council, acting either directly or through properly authorized agents, such agents acting within the scope of the particular duties entrusted to them.

Laboratory – The designated laboratory authorized by the City of Ukiah to test materials and work involved in the contract.

State – The City of Ukiah

Other terms appearing in the California Standard Specifications and the California Standard Plans shall have the intent and meaning specified in Section I, Definition of Terms of the California Standard Specifications.

In case of discrepancy between the contract documents, the order of precedence from the highest to lowest is as follows:

1. (City) Special Provisions
2. (City) Project Plans
3. City Standard Plans and Details
4. California Standard Plans
5. California Standard Specifications

12-07. Temporary Facilities. All temporary facilities are the responsibility of the Contractor. The removal of said facilities shall be the responsibility of the Contractor. The Contractor shall be responsible for any and all damages to existing facilities which are a result of the work.

12-08. Public Convenience and Safety. The Contractor shall conduct operations so as to cause the least possible obstruction and inconvenience to public traffic. The Contractor shall, at his or her expense, furnish such flag persons and furnish, erect, construct and maintain such fences, barriers, lights, signs, detours, pedestrian walkways, driveway ramps and bridging as may be necessary to give adequate warning to the public that work is in progress and that dangerous conditions exist, to provide access to abutting properties and to permit the flow of pedestrian and vehicular traffic to safely and expeditiously pass the work.

12-09. Maintaining Traffic. Attention is directed to Section 7-1.08, "Public Convenience," 7-1.09, "Public Safety," 12-2.02, "Flagging Costs," and 12-3 "Traffic-Handling Equipment and Devices" of the California Standard Specifications.

Streets shall be open to through vehicular traffic during non-working hours. All public traffic shall be permitted to pass through the work with as little inconvenience and delay as possible.

When leaving a work area and entering a roadway carrying public traffic, the Contractor's equipment, whether empty or loaded, shall in all cases yield to public traffic.

The full width of the traveled way shall be opened for use by public traffic on Saturdays, Sundays, and designated City holidays, after 3:00 pm, Fridays and the day preceding designated City holidays, and when construction operations are not actively in progress.

Minor deviations from the requirements of this section concerning hours of work which do not significantly change the cost of the work may be permitted upon the written request of the Contractor if in the opinion of the Engineer public traffic will be better served and the work expedited. Such deviations shall not be adopted until the Engineer has indicated his written approval. All other modifications will be made by contract change order.

Whenever the Contractor's operations obliterate pavement delineation (lane lines, either pavement markers or painted lines or both, or temporary delineation), such pavement delineation shall be replaced by either permanent or temporary delineation before opening the traveled way to public traffic. Temporary delineation shall consist of reflective traffic line tape applied in pieces not less than 4 inches long nor less than 4 inches wide spaced not more than 10 feet apart on curves nor more than twenty (20) feet apart on tangents. Reflective traffic line tape shall be applied in accordance with the manufacturer's instruction. Full compensating for temporary delineation shall be considered as included in the prices paid for the contract items of work that obliterated the existing delineation and no separate payment will be made.

Payment: Full costs for "Maintaining Traffic", including "Flagging Costs", shall be considered as part of the lump sum payment for Traffic Control and no additional compensation will be made.

12.10. Traffic Control System. Not used

12.11. Stream Pollution. The Contractor shall exercise every reasonable precaution to prevent muddying or silting of live streams, and the Contractor's attention is called to the fact that the terms of this contract do not relieve him or her of responsibility for compliance with Sections 5650 and 12015 of the Fish and Game Code or other applicable statutes relating to pollution prevention or abatement.

The Contractor's attention is also directed to Section 13 "Water Pollution Control," of the Standard Specifications for the control of pollution to adjacent drainage courses during the construction of the project.

Water Pollution Control shall be performed in accordance with Section 13, Water Pollution Control, of the Standard Specifications and these technical specifications. In addition, construction activities shall comply with:

1. The California Water Quality Control Board, North Coast Region Order No. R1-2015-0030, National Pollutant Discharge Elimination System Municipal Storm Water Permit.
2. The California Stormwater Quality Association Storm Water BMP Handbook for Construction (CASQA Handbook). BMPs shall be selected, installed and maintained in accordance with the latest edition. A copy of the handbook can be viewed at <http://www.casqa.org/>.

Water removed from excavations shall be discharged to the publicly owned sanitary sewer under the conditions set forth by the City.

Full compensation for Water Pollution Control as specified in Section 13, "Water Pollution Control" and complying with all requirements referenced in this section and for doing all work necessary protect the adjacent drainage courses from pollution shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

12.12. Warranties. Unless otherwise indicated, the Contractor shall warrant all materials provided and work performed under this contract for a period of one year from the date of final acceptance. He shall replace promptly and at his own expense any materials and/or workmanship which fail during this warranty period.

12.13. Utilities. No water, sewer or electrical services will be provided by the owner. It is the Contractor's sole responsibility to arrange such services as necessary.

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

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

12.16. Existing Utilities. In general, the locations of existing utilities are indicated on the drawings and/ or will be marked on the ground at the site. The accuracy of completeness of this information is not guaranteed, however and unless otherwise indicated on the Project Plans or in these Special Provisions, or unless otherwise cared for by the owner thereof, all water, gas or sewer lines, lighting, power or telephone conduits, structures, house connections lines and other surface or subsurface structures of any nature that may be affected by the work shall be maintained by the Contractor and shall not be disturbed, disconnected or damaged by him or her during the progress of the work; provided, that should the Contractor in the performance of the work disturb, disconnect or damage any of the above, all expenses of whatever nature arising from such disturbance or the replacement or repair thereof shall be borne by the Contractor.

12.17. Cooperation. Attention is directed to Section 7-1.14 of the California Standard Specifications.

Other construction work by other forces relocation power lines, telephone lines and pipe lines, and

construction other improvement, may be in progress within and adjacent to the limits of this contract at the time work under these Special Provisions is being performed.

The Contractor for the work herein specified shall cooperate with the force engaged in performing other work as above described to the end that such forces may conduct their operations with as little inconvenience and delay as possible, and the Contractor shall permit such forces passage through the work as is reasonable and necessary to transport their materials and equipment to the site of their operations.

Full compensation for conforming to the requirements of this article shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

12-18. Notification of Underground Service Alert (USA) and Location of Existing Facilities. The Contractor shall notify Underground Service Alert (USA) two (2) working days prior to any excavation.

USA dial (toll free) 1 (800) 227-2600

The Contractor will be required to work around public and private utility facilities and other improvements that are to remain in place within the construction area and he will be held liable to the owners of such facilities or interference with service from his operations.

Contractor shall investigate, confirm and/or determine the exact locations of existing utilities, and verify clearances between existing and proposed utilities at crossings and/or known potential conflicts. The Contractor shall determine elevations and alignments of existing utilities at connection points.

The Contractor shall determine elevations and alignments of existing sewer laterals, at the back of sidewalk, if a new proposed sewer main is at a higher elevation than the existing sewer main.

The Contractor shall provide all relevant information in writing to the Engineer immediately upon discovery of any conflict. Any delay in notification to the Engineer may delay direction and/or corrective action and a delay claim due and for this reason shall not be considered by the City. The Contractor shall not proceed with any work that is in conflict until direction is provided by the Engineer and shall redirect crews to other contract work. All the information required to be obtained per this Section and any other information not noted but relative to the project shall be provided to the Engineer on a set of Plans when the investigative effort is complete.

Full compensation for complying with this section shall be considered as included in the contract prices paid for various items of work, which price shall include full compensation for furnishing all labor, materials, tools and equipment, and doing all the work involved in verifying existing utility locations, including but not limited to: potholing to verify potential conflicts, grades and alignments of existing facilities to be connected to; excavation; backfill; notification; and coordination and redirection of crews to other contract work if required, as specified herein, and no additional allowance will be made therefor.

13 CONSTRUCTION DETAILS

13-01. Preservation of Property. The Contractor shall conform to the provisions of Section 7-1.11, "Preservation of Property" of the Standard Specifications and to these Special Provision. All costs to the Contractor for protecting, removing, modifying, relocating and restoring existing improvements shall be considered as included in the contract prices paid for the various items of work and no additional allowances will be made therefore.

Protect existing surveying control points and monuments within the project areas. Any disturbed survey control points and monuments shall be reset by a Land Surveyor registered in the State of California.

Payment: Full compensation for complying with this section of the Special Provisions shall be considered as included in the prices paid for the various contract items of work, and no separate compensations will be allowed therefore.

13-02. Watering. Developing water supply and applying shall conform to the provisions in Section 17 of the Standard Specifications and these Special Provisions. Water shall not be obtained from any of the nearby property owners without their written permission.

Payment: Full compensation for developing and applying water conforming to the above requirements shall be considered as included in the prices paid for the various contract items of work requiring water, and no additional compensation will be allowed therefore.

13-03. Surplus Material. All material removed or excavated during the course of construction will be surplus. All surplus material will be the property of the Contractor and be disposed of outside the right-of-way.

13-04. Dust Control. Dust control shall conform to the provisions in Section 10 of the Standard Specifications and these Special Provisions.

Full compensation for dust control shall be considered as included in the prices paid for the various contract items of work, and no additional compensation will be allowed therefore.

13-05. Mobilization. This item consists of preparatory work and operations as noted in Section 11-1.01, "Mobilization", of the Caltrans Standard Specifications.

Mobilization shall include the obtaining of all permits, moving onto the site of all equipment, temporary Buildings, if needed, and other construction facilities as required for the proper performance and completion of the work.

Mobilization shall include but not be limited to the following principal items:

1. Signed Contract by the City and the Contractor.
2. Completion of all tasks and submittal of all documents (bonds, insurance, schedule, etc.) required as conditions of issuing the Notice to Proceed.
3. Moving onto the site of all Contractors' equipment required for operations.
4. Installing temporary construction water supply, power, wiring and lighting facilities, as required.
5. Providing field office trailers if needed by the Contractor.
6. Providing all on-site communication facilities, including telephones, and radio pagers.
7. Obtaining all required permits.
8. Having all OSHA required notices and establishment of safety programs.
9. Attendance at Pre-Construction Conference of Contractor's principal construction personnel.
10. Beginning work on the project or at the subject site as applicable, including submittal of required Construction Schedule to Engineer.

Payment: Mobilization will be measured and paid for as a lump sum which price shall include all labor, materials, and equipment and incidentals, and for doing all work involved in mobilization and specified herein.

13-06. Clearing and Grubbing. Clearing and grubbing shall conform to the provisions in Section 16, "Clearing and Grubbing," of the Caltrans Standard Specifications, the City Standards and these Special Provisions. Concrete removal shall conform to applicable provisions of Section 15-3 of the Standard Specifications and these Special Provisions.

The Contractor's attention is directed to Section 7-1.11, "Preservation of Property" of the Caltrans Standard Specifications.

Sawcut: Where no joint exists between concrete or asphalt concrete to be removed and concrete or asphalt concrete to remain in place, the concrete or asphalt concrete shall be cut in a neat line to a minimum depth of 2 inches with a power driven saw before the concrete or asphalt concrete is removed. All sawcutting operations shall be "wet" for dust control purposes.

Full compensation for concrete saw cutting and removal of concrete will be considered as included in the prices paid for various contract items of work, which price shall include full compensation for furnishing all labor, materials, tools and equipment and doing all work involved in concrete saw cutting and removal of sidewalk, curb & gutter, as specified herein, and as directed by the Engineer and no additional allowance will be made therefor.

All improvements which are not planned to be removed as part of this work, but are damaged or destroyed by reason of the Contractor's operations shall be replaced in kind or restored to a condition as good as when the Contractor encountered the work at the Contractor's expense.

The Contractor shall dispose of all debris off site and in a legal manner.

Payment: Full compensation for clearing and grubbing shall be considered as included in the prices paid for the various contract items of work and no additional allowance will be made therefore.

13-07. Earthwork. Excavation shall conform to the applicable provisions of Section 19 of the Standard Specifications, with the following modifications and additional requirements:

Excavation shall include embankment construction, disposal of excess material, and other work as specified herein.

The Contractor shall furnish an excavation and paving plan with requested locations for reference point locations. The Engineer shall provide reference points and cut sheets for the excavation of the roadway. The Contractor shall furnish a qualified grade setter to insure that the subgrade conforms to the lines and grades established by the Engineer.

The Contractor shall note that there are trees near areas intended for excavation. The Contractor's operation, including the size of the equipment, shall be such, so as to insure that existing trees are not damaged. Where limited clearance under the trees prevents the use of an excavator, excavation shall be performed by an alternate method as approved by the Engineer. Alternate methods may include handwork, or similar use of smaller equipment.

Where tree roots are encountered during roadway excavation the Contractor shall cut the roots off six inches below the planned subgrade. Each cut shall be clean with no torn bark or splintered wood remaining on the root and shall be accomplished by use of a saw appropriate for the size of the root to be cut.

13-08. Not Used

13-09. Contaminated Material.

The contractor shall maintain awareness of potential signs of soil and groundwater contamination throughout the project limits and shall notify the City immediately upon discovery. Conditions indicative of contamination may be either visual (staining in soil, sheen on water surface) or olfactory (petroleum hydrocarbon odors.)

Upon the discovery of suspected contaminated materials, the Contractor shall immediately provide 40 hour OSHA-HAZWOPER certified workers in the contaminated area. The Contractor shall also provide a field Site Safety Officer that is also an 8-hour OSHA-HAZWOPER Supervisor trained to directly oversee the contaminated materials removal and handling operation. All workers in this circumstance must have their initial and annual renewal refresher training, medical clearance and personal protection equipment in accordance with 8CCR Section 5192.

13-10. Sidewalk. Asphalt concrete sidewalk which is to be installed or reconstructed in accordance with the plans or are damaged by the work shall be constructed in conformance to the City Standard Plans and the State Standard Plans and details shown the plans and as specified herein.

All concrete which is to be removed from sidewalks shall be removed to the nearest transverse score mark across the full width of sidewalk or construction joint as directed by the Engineer. Joints between old and new concrete shall be neat and free of defects. Sawcutting may be required to achieve this effect.

All soft or spongy material shall be removed and replaced with suitable material as required by the Engineer.

Concrete sidewalk shall be cured in accordance with the requirements of Section 90-7 of the Standard Specifications except that the Contractor may substitute other than a pigmented sealer upon the approval in writing of such substituted sealer by the Engineer.

Payment: Asphalt Concrete Sidewalk shall be paid for at the contract price per square foot, which price shall include full compensation for furnishing and applying curing materials, removing discoloring, furnishing all labor, materials, tools and equipment and doing all the work involved in constructing sidewalk complete in place as specified, including furnishing and placing expansion joint filler, constructing weakened plane joints, excavating, and backfilling.

13-11. Storm Drain Pipe. All storm drains and related appurtenances shall be constructed in accordance with the Standard Specifications, the City of Ukiah Standard Plans, the Plans and these Special Provisions.

Materials. Storm drain pipe shall conform to the provisions of the Standard Specifications, the City of Ukiah Specifications, the Plans and these Special Provisions.

Storm drain pipe shall be High Density Polyethylene (HDPE). HDPE storm drain pipe shall conform to the provisions of Section 64, "Plastic Pipe" of the Standard Specifications. HDPE pipe shall be type S corrugated polyethylene pipe with a smooth inner lining and corrugated outer wall.

Excavation and Backfill. Excavation and backfill shall be in accordance with the Standard Specifications, the City of Ukiah Standard Plans, the Plans, these Special Provisions and as directed by the Engineer.

Prior to the start of excavation for storm drain installation, the contractor shall pothole to determine the exact horizontal and vertical location of all crossing utilities. Potholing shall consist of excavating with hand tools to whatever depth necessary in the proposed trench line for a distance of up to two feet on either side of the apparent utility crossings as indicated by the plans and by the USA mark-outs until the exact location of all utilities is established. If a marked utility cannot be located within four feet on either side of the USA mark-out, the Contractor shall immediately contact Underground Service Alert to re-mark the utility and notify the Engineer.

Trenches shall not be open longer than the time required to place the pipe and backfill to the adjoining grade. Trenches shall be backfilled the same day within allowable working hours.

If, during excavation for any storm drain pipe, material is encountered which is unsuitable as a foundation for such culvert or structure, such unsuitable material shall be removed to a depth as required by the Engineer and the resulting space shall be refilled with approved material.

Laying Pipe: Unless otherwise specifically permitted by the Engineer, all pipes shall be laid upgrade.

All pipe joints shall be sealed with use of a rubber gasket. A joint lubricant recommended by the pipe manufacturer shall be used on gasket sealed pipe.

Video Inspection of Storm Drain Pipe: All new and modified storm drain pipes and structures shall be inspected by an independent pipe video inspection service.

Measurement. Storm drain pipe, of the various types and sizes, will be measured by the lineal foot from center of structure to center of structure of connection point.

No separate measurement will be made for video inspection.

Payment. Storm Drain will be paid for at the contract price per lineal foot for specified types and sizes as installed, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work involved in placing storm drain as specified.

Full compensation for removing and disposal of existing storm drain pipe to be replaced as shown on the plans shall be considered as included in the contract prices paid per lineal foot for storm drain pipe and no additional allowance will be made therefore.

13-12. Drainage Structures. Drainage structures shall conform to the provisions in Section 70, "Miscellaneous Facilities," of the Standard Specifications, City Standards and these Special Provisions.

Storm drain catch basin construction shall conform to the requirements of City Standard Nos. 403, 406 and 408, or as specified on the Plans. At the option of the Contractor, catch basins bases may be poured in place or furnished and install as precast units at the option of the Contractor.

Drop inlets shall be of the type and size as specified on the Plans. At the option of the Contractor, drop inlets and bases may be poured in place or furnished and installed as precast units.

Concrete used for drainage structures shall conform to the provisions in Section 90-10, "Minor Concrete," of the Standard Specifications. Portland Cement Concrete shall be Class A, conforming to the provision of Section 90, "Portland Cement Concrete," of the Standard Specifications. Reinforcement shall be Grade 60 conforming to the provisions of Section 52, "Reinforcement," of the Standard Specifications.

Connection of storm drain lines to existing storm drain structures shall conform to the requirements of Section 51-1.135, "Mortar," of the Standard Specifications and these Special Provisions.

The Contractor shall break into the side of existing structures using a roto-hammer or other device approved by the Engineer. Sufficient concrete shall be removed to adequately connect the new storm drain without removing excess concrete material. No damage shall be done beyond the tie-in location as shown on the plans. Bar reinforcing and/or wire mesh reinforcing shall be neatly cut and removed. All waste concrete and reinforcing shall be removed in accordance with Section 7-1.13, "Disposal of Materials Outside the Highway Right-of-Way," of the Standard Specifications.

The new storm drain line shall be installed such that it does not protrude into the existing drainage structure. The void around the new storm drain line shall be filled with mortar. The mortar inside the existing drainage structure shall be troweled smooth so there is a clean smooth connection.

Measurement. Drainage Structures, of various types, will be measured by each. No separate measurement will be made for connecting storm drain lines to existing drainage structures, miscellaneous iron and steel, and Class 2 aggregate base under drainage structures.

Payment. Drainage Structures, of the various types, will be paid for at the contract price per each for specified types and sizes as installed, which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work involved in placing drainage structures as specified.

13-13. Soil and Groundwater Disposal.

13-13 (A) General: Bidder's attention is directed to the fact that the proposed project is located in an area that contains no known subsurface petroleum hydrocarbon contamination.

13-13 (B) Soil: None of the excavated material shall be disposed of on the work site. All material excavated from trenches in the project area shall be the property of the Contractor. Prior to disposal of any excess material from the work site, the Contractor shall submit to the Engineer written authorization for such disposal and entry permission signed by the approved disposal site. Contractor shall comply with all disposal regulations such as City, County, and/or State permits and license, as may be required.

13-13 (C) Water: Groundwater may be encountered during the course of excavation. If it is encountered, the

Contractor shall immediately notify the City. The Contractor shall **remove all water** which accumulates in the excavation during the progress of work until the pipe or other structures are installed and until backfilling has progressed to a sufficient height to anchor the work against possible flotation or leakage. At all times, the Contractor shall have a minimum of 2 working pumps available for immediate use at all times.

Water accumulated in excavations shall be discharged to the sanitary sewer under the supervision of City staff. Said water shall be disposed of in a manner as to cause no injury to public or private property, or be a menace to public health. Sediment shall be removed from any water to be disposed of, prior to discharge, by placing the pump inlet hose into a sump filled with clean gravel, or a perforated bucket filled with clean gravel. The outlet of the pump shall have a filter sock installed to retain residual sediment.

If any odor, sheen or other visual discrepancy is noted during excavation or discharge, stop pumping and immediately notify the Engineer. Pumped groundwater will not be allowed into any watercourse or storm drain system.

Contractor shall be responsible for constructing, operating and maintaining all necessary features to complete the work including furnishing, installing and maintaining all pumping and other equipment required to dewater any trenches containing water as may be encountered during performance of the work. Dewatering plan for each occurrence shall be approved by the Engineer prior to implementation. At the permanent conclusion of dewatering operations, all dewatering equipment shall be removed from the job site.

Payment: Full compensation for disposal of all excavated material and trenchwater, including, but not limited to, transportation costs and soil disposal fees and providing all necessary equipment and labor (including back-up pumping equipment) shall be considered as included in the contract prices paid for various contract items of work and no additional compensation will be allowed therefor. The City will pay discharge fees for the necessary disposal of trenchwater.

13-14. Landscape Replacement.

Onsite Materials: Existing onsite excavated surplus material may be acceptable fill or top soil material, if approved by the City's representative and upon submittal of a horticultural soils report and possible amending of existing soil to match criteria specified in this section for import top soil. Excavated surplus material not required for fill material or top soil shall be removed and legally disposed of offsite.

Imported Topsoil Material:

- A. Imported topsoil material shall be of friable sandy-loam texture free of refuse, roots, heavy or stiff clays, rocks over 1" in diameter, 15% by volume rock between 1/8" and 1", sticks, other deleterious matter.
- B. Imported topsoil acidity range (Ph) shall be between 6.5 to 7.5, containing a minimum of 4% and a maximum of 25% organic matter.
- C. Imported topsoil shall be free of all noxious weeds and other seeds.
- D. Imported topsoil shall be amended as per soils report (refer to paragraph 1.08 B), at no additional cost to the City.
- E. Topsoil shall be stock piled on site in an area free of rock and other deleterious materials. City reserves the right to reject topsoil once placed in proper location refer to per Part 3 - Execution if deleterious materials mixed in to topsoil.

Sod Planting: Sod varieties shall be 80% Rye Grass and 20% Blue Grass Mix. The topsoil needed will be compost for root growth to the sod.

- 1. Sod shall be healthy, weed free, and obtained from a certified sod growing nursery or farm. Sod shall not have netting material.
- 2. Grading and Rolling: Carefully smooth all surfaces to be sodded. Roll area to expose soil depressions or surface irregularities. Regrade as required.
- 3. Fertilizing: Spread turf fertilizer (16-6-8) onto the soil evenly at the rate of four (4) pounds per 1,000 square feet of lawn area.
- 4. Laying sod: Lay first strip of sod along a straight line (use a string in irregular areas). Butt joints tightly, but do not overlap edges. Gaps in sod will not be acceptable. On second strip, stagger joints. Use a sharp knife to cut sod to fit curves, edges and irrigation heads.

5. Watering: Do not lay whole lawn before watering. When a conveniently large area has been sodded, water lightly to prevent drying. Continue to lay sod and to water until installation is complete.
6. Rolling sod: After laying all sod, roll lightly to eliminate irregularities and to form good contact between sod and soil. Avoid a very heavy roller or excessive initial watering which may cause roller marks.
7. Irrigation: Water thoroughly the completed lawn surface. Soil should be moistened at least eight (8) inches deep. Repeat irrigation at regular intervals to keep sod moist at all times until rooted. After sod is established, decrease frequency and increase amount of water per application as necessary.
8. Replacement: Replace all dead or dying sod with equal material as directed by the City.

Measurement. Landscaping will be measured as a square foot price including all materials and labor required to replace grass turf with specified sod and use of compost topsoil.

Payment. Landscape sod, of the specified type, and compost topsoil will be paid for at the contract price per square foot which price shall include full compensation for furnishing all labor, materials, tools, and equipment and doing all the work involved in placing sod as specified.

SECTION 14. EXCLUSIONS FROM GENERAL CONDITIONS

14-01. Provisions to be excluded from General Conditions. The following designated provisions of the General Conditions are hereby determined to be inapplicable to the proposed work and, therefore, are hereby excluded from the terms of the Notice to Bidders, Proposal, Agreement and other contract documents as though entirely omitted from said General Conditions:

- (1) Section 6-02. Office at the Site

No other exclusions.

SECTION 15. AMENDMENTS TO GENERAL CONDITIONS

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

The following designated sections of the Special Provisions are hereby amended to read as follows:

- (1) Add the following to **SECTION 6. RESPONSIBILITIES AND RIGHTS OF CONTRACTOR**

6-25. Equal Employment Opportunity. During the performance of this contract, the contractor agrees as follows:

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.

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.

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.

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.

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.

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.

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.

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.

6-26. Federal Water Pollution Act

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.

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.

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.

6-27. Suspension and Debarment

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.

6.28. Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended)

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 Page 58 for signed certification.

6.29. Access to Records

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.

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.

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.

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.

6.30. 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.

6.31. 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.

6.32. 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.

6.33. 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.

6.34. Contracting with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

The Contractor in procuring subcontractors must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. Affirmative steps include: (a) Solicitation lists; (b) Solicited when sources are available; (c) Dividing total requirements, when economical feasible, to allow maximum participation; (d) and Use Small Business Administration and Minority Business Development Agency. Please refer to Page 59 for signed certification.

(2) Add the following to **SECTION 8. WORKMANSHIP, MATERIALS and EQUIPMENT**

8-07. Procurement of Recovered Materials.

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.

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>.

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

(3) Add the following to **SECTION 9. PROSECUTION OF WORK**

9-10. Compliance with the Contract Work Hours and Safety Standards Act.

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.

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 (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.

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 (2) of this section.

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 1 through 4 of this section.

BID SUBMITTAL CHECKLIST

The following is a checklist to assist you in your submission of your bid documents. Please make sure you include the following when submitting your bid documents to reduce the risk of having your bid rejected:

Did you include?...

- **Proposal** (Page 45)
 - Unit prices filled out per instruction
 - Extended prices calculated correctly
 - Total bid amount calculated correctly
 - Sign the proposal, and provide complete information
 - CLSB No. and expiration date
 - Department of Industrial Relations Public Works Contractor Registration Number
- **Fair Employment Practices Certification** (Page 49)
 - Filled out completely per instruction
- **Worker's Compensation Certificate** (Page 50)
 - Filled out completely per instruction
- **Certification of Non-Discrimination in Employment** (Page 51)
 - Filled out completely per instruction
- **List of Proposed Subcontractors** (Page 52)
 - Include California Contractor License Number for each
 - Include DIR Public Works Contractor Registration Number for each
 - Identify what portion of work to be performed
- **Statement of Experience** (Page 53)
- **Signature of Bidder** (Page 54)
 - Filled out completely per instruction
 - Authorized signature provided
- **Bidder's Bond** (Page 55)
 - Filled out completely per instruction
- **Non-Collusion Affidavit** (Page 56)
 - Filled out completely per instruction
 - Notarized
- **Iran Contracting Act Certification** (Page 57)
- **44 C.F.R. PART 18 – Certification Regarding Lobbying** (Page 58)
- **Certification – Effort to Contract with Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms** (Page 59)

Addenda – Check the City's website for any addenda that may have been issued:

www.cityofukiah.com/purchasing

**CITY OF UKIAH
MENDOCINO COUNTY, CALIFORNIA**

**PROPOSAL FOR
UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT**

SPECIFICATION NO. 19-07

The undersigned, as bidder,
declares that he or she has examined thoroughly all of the contract documents herein contained, that this proposal is made without collusion with any other person, firm or corporation and that all laws and ordinances relating to the interest of public officers in this contract have been complied with in every respect.

AND he or she proposes and agrees, if this proposal is accepted,

- 1) that he or she will contract with the City of Ukiah, Mendocino County, California, in the form of the copy of the agreement herein contained
 - a) to provide all necessary machinery, tools, apparatus and other means of construction;
 - b) to furnish all materials;
 - c) to provide all superintendence, overhead expenses and all labor and expenses of whatever nature necessary to complete the job in conformity with the specifications and drawings and other contract provisions herein or reasonably implied hereby or as necessary to complete the work in the manner and within the time named herein and according to the requirements and to the reasonable satisfaction of the City Engineer;
 - d) to pay all charges of freight transportation and hauling;
- 2) that he or she indemnifies the City against any loss or damage arising from any act of the undersigned as Contractor; and
- 3) that he or she will accept as full payment therefor the following sums:

BIDDING SCHEDULE

In case of discrepancy between words and figures, the words shall prevail. In any discrepancy between unit prices and extended amounts for a bid item using unit prices (specified unit price multiplied by specified quantity for bid item does not equal the extended amount for the item), the specified unit price will control and will be used by the City to compare bids in selecting the lowest bid and in awarding the contract. If the specified total bid amount does not equal the total of the extended amounts for all bid items, the City will use the total of the extended amounts for each bid item (adjusted, if necessary, so that the extended amount equals the specified unit price multiplied by the specified quantity for that bid item) to compare bids in selecting the lowest bid.

The Unit prices for the various Construction Items below include all costs associated with the General Conditions, Special Provisions, Requirements of the Construction Contract, and represent the total, complete, in-place cost for each specific Construction Item in accordance with the Construction Documents, including all elements, work components, accessories, and connections, shown in applicable details or required to yield a complete, sound and functional component or system appropriate for its intended function, whether or not such is specifically described or listed in any description of measurement or payment. The total amount of the Construction items below shall represent the total and complete cost of the fully functional Project. All work not specifically listed below be required to complete the work of the various construction items and the cost of such shall be considered as included throughout the various unit prices indicated. Lowest bid will be based on the lowest Base Bid.

NAME OF BIDDER:

SPEC #:

19-07

PROJECT NAME:

UVGC – STORM DRAIN REPLACEMENT PROJECT

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$	\$
2	INSTALL 12" HDPE STORM DRAIN PIPE	324	LF	\$	\$
3	INSTALL 18" HDPE STORM DRAIN PIPE	586	LF	\$	\$
4	INSTALL 24"X24" DRAIN INLET	10	EA	\$	\$
5	INSTALL RIPRAP APRON	6	CY	\$	\$
6	REMOVE & REPLACE AC SIDEWALK	84	SF	\$	\$
7	TURF REPLACEMENT	5,500	SF	\$	\$
8	EXISTING STORM DRAIN REMOVAL & DISPOSAL	889	LF	\$	\$
9	EXISTING SD SMALL DRAIN STRUCTURE REMOVAL & DISPOSAL	10	EA	\$	\$
TOTAL BID					\$

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of _____, 20____.

Licensed in accordance with an act providing for the registration of California Contractors License No. _____, expiration date _____.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: _____

Signature of bidder or bidders, with business name, address, phone number and fax number:

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: _____

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

UVGC – STORM DRAIN REPLACEMENT PROJECT

(Signature of Bidder)

Business Mailing Address:

Business Location:

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

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this _____ day of _____, 20____

Signature of Bidder, with Business Address:

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

_____ Date _____

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

LIST OF PROPOSED SUBCONTRACTORS

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

[illegible]

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

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

SIGNATURE(S) OF BIDDER

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

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

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

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

License No. _____, License Expiration Date _____.

Signature(s) of Bidder: _____

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

Business address: _____

Place of residence: _____

Dated: _____

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, _____

_____, as PRINCIPAL and

_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on May 14, 2020 for UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this _____ day of _____, A.D. 20_____.

_____(Seal)

_____(Seal)

_____(Seal)

Principal

_____(Seal)

_____(Seal)

_____(Seal)

Surety

Address: _____

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

Signature(s) of Bidder

Business Address:_____

Place of Residence:_____

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20 ____.

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed _____

Titled _____

Firm _____

Date _____

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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, _____, 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

Name and Title of Contractor's Authorized Official

Date

**Certification Regarding Effort to Contract with Small and Minority Businesses,
Women's Business Enterprises, and Labor Surplus Area Firms**

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

The Bidder in procuring subcontractors has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms will be used when possible. Affirmative steps include: (a) Solicitation lists; (b) Solicited when sources are available; (c) Dividing total requirements, when economical feasible, to allow maximum participation; (d) and Use Small Business Administration and Minority Business Development Agency.

Witness my hand this _____ day of _____, 20____

Signature of Bidder, with Business Address:

CITY OF UKIAH
Mendocino County, California

AGREEMENT

**FOR
UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT
SPECIFICATION NO. 19-07**

THIS AGREEMENT, made this _____ day of _____, 20____, by and between the City of Ukiah, Mendocino County, California, hereinafter called the City and _____ hereinafter called the Contractor,

WITNESSETH:

WHEREAS, the City has caused to be prepared in accordance with law, specifications, drawings and other contract documents for the work herein described and shown and has approved and adopted these contract documents, specifications and drawings and has caused to be published in the manner and for the time required by law a notice to bidders inviting sealed proposals for doing the work in accordance with the terms of this contract and

WHEREAS, the Contractor, in response to the notice to bidders, has submitted to the City a sealed proposal accompanied by a proposal guaranty in an amount of not less than 10 percent of the bid price for the construction of the proposed work in accordance with the terms of this contract and

WHEREAS, the City, in the manner prescribed by law, has publicly opened, examined and canvassed the proposals submitted and as a result has determined and declared the Contractor to be the lowest and best regular responsible bidder for the work and for the sums named in the proposal,

NOW, THEREFORE, THIS AGREEMENT WITNESSETH:

Article 1. Work to be Done and Contract Days Allowed.

That the Contractor shall provide all necessary machinery, tools, apparatus and other means of construction; shall furnish all materials, superintendence, overhead, expenses, all labor and expenses of whatever nature necessary for completion of the work in conformity with the Special Provisions and other contract documents hereto attached and according to such instructions as may be given by the Engineer. The Contractor shall complete the work within 20 (twenty) working days. Contract days shall be counted starting with the 10th day following receipt of notice that the contract has been executed by the City. Contractor, at his or her option, may begin work prior to start of counting contract days, however, in no event shall the Contractor start work without giving notification to the Engineer at least 72 hours prior to the start of work, without obtaining an encroachment permit from the City, or without having submitted certificates of insurance that have been accepted and approved by the Engineer

Article II. Contract Prices.

That the City shall pay the Contractor the prices stated in the proposal submitted by the Contractor, for complete performance of the contract by the Contractor. The Contractor hereby agrees to accept the prices as full compensation for all material and appliances necessary to the work, for all labor and use of tools and other implements necessary to execute the work contemplated in this contract; for all loss or damage arising out of the nature of the work or from the action of the elements, or from any unforeseen obstructions or difficulties which may be encountered in the prosecution of the work; for all risks of every description connected therewith; for all expenses of the work, as herein specified; for all liability and other insurance, for all overhead and other expenses incident to the work; all according to the Contract Drawings, the Special Provisions, the Details, the instructions and the requirements of the City.

Article III. Labor Discrimination.

Attention is directed to Section 1735 of the Labor Code, which reads as follows:

"No discrimination shall be made in the employment of persons upon public works because of the race, color, national origin or ancestry, or religion of such persons and every contractor for public works violating this section is subject to all the penalties imposed for a violation of this chapter."

In connection with the performance of work under this contract, the Contractor agrees as follows:

- (a) The Contractor will not willfully discriminate against any employee or an applicant for employment because of race, color, religion, ancestry, or national origin. The Contractor will take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, ancestry, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the awarding authority setting forth the provisions of this Fair Employment Practice section.
- (b) The Contractor will send to each labor union or representative of workers with which he or she has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the awarding authority, advising the said labor union or worker's representative of the Contractor's commitments under this section, to employees and applicants for employment.
- (c) The Contractor will permit access to his or her records of employment, employment advertisements, application forms and other pertinent data and records by the Fair Employment Practices Commission, City of Ukiah or any other appropriate agency of the State of California designated by the awarding authority, for the purposes of investigation to ascertain compliance with the Fair Employment Practices section of this contract.
- (d) A finding of willful violation of the Fair Employment Practices section of this Contract or of the Fair Employment Practices Act shall be regarded by the awarding authority as a basis for determining the Contractor to be not a "responsible bidder" as to future contracts for which such Contractor may submit bids, for revoking the Contractor's pre-qualification rating, if any and for refusing to establish, reestablish or renew a pre-qualification rating for the Contractor.

The City of Ukiah shall deem a finding of willful receipt of written notice from the Fair Employment Practices Act to have occurred upon that it has investigated and determined that the Contractor has violated the Fair Employment Practices Act and has issued an order under Labor Code Section 1426 or obtained an injunction under Labor Code Section 1429.

Upon receipt of such written notice from the Fair Employment Practices Commission, the City shall notify the Contractor that unless he or she demonstrates to the satisfaction of the awarding authority within a stated period that the violation has been corrected, his or her pre-qualification rating will be revoked at the expiration of such period.

- (e) The Contractor agrees that should the City determine that the Contractor has not complied with the Fair Employment Practices section of this Contract, then pursuant to Labor Code Section 1735 and 1775 the Contractor shall, as a penalty to the City, forfeit for each calendar day or portion thereof, for each person who was denied employment as a result of such non-compliance, the penalties provided in the Labor Code for violation of prevailing wage rates. Such monies may be recovered from the Contractor. The City may deduct any such damages from any monies due the Contractor.
- (f) Nothing contained in this Fair Employment Practices section shall be construed in any manner of fashion so as to prevent the City or the State of California from pursuing any other remedies that may be available at law.
- (g) Prior to awarding the Contract, the Contractor shall certify to the awarding authority that he or she has or will meet the following standards for affirmative compliance, which shall be evaluated in each case by the awarding authority:
 - (1) The Contractor shall provide evidence, as required by the City that he or she has notified all supervisors, foremen and other personnel officers in writing of the content of the anti-discrimination clause and their responsibilities under it.
 - (2) The Contractor shall provide evidence, as required by the City, that he or she has notified all sources of employees' referrals (including unions, employment agencies, advertisements, Department of Employment) of the content of the anti-discrimination clause.
 - (3) The Contractor shall file a basic compliance report, as required by the City. Willfully false statements made in such reports shall be punishable as provided by law. The compliance report shall also spell out the sources of the work force and who has the responsibility for determining whom to hire, or whether or not to hire.
 - (4) Personally, or through his or her representatives, the Contractor shall, through negotiations with the unions with whom he or she has agreements, attempt to develop an agreement which will:
 - a. Spell out responsibilities for nondiscrimination in hiring, referral, upgrading and training.
 - b. Otherwise implement an affirmative anti-discrimination program in terms of the unions' specific areas of skill and geography to the end that qualified minority workers will be available and given and equal opportunity for employment.
 - (5) The Contractor shall notify the City of opposition to the anti-discrimination clause by individuals, firms or organizations during the period of its pre-qualification.
- (h) The Contractor will include the provisions of the foregoing paragraphs 1 through 5 in every first tier subcontract so that such provisions will be binding upon each such subcontractor.
- (i) The "Fair Employment Practices Certification" must be completed and signed prior to the time of submitting the bid.

Article IV. Parts of the Contract.

That the complete contract consists of the following documents, all of which shall be considered a part of this agreement.

1. Notice to Bidders
2. Wage Rates
3. General Conditions
4. Technical Specifications
5. Proposal
6. Fair Employment Practices Certification
7. Agreement
8. Contract Bonds
9. Contract Drawings and Construction Details
10. Standard Drawings
11. Indemnification Agreement

IN WITNESS WHEREOF, this contract being executed in duplicate and the parties having caused their names to be signed by authority of their duly authorized office this ____ day of _____, 20 ____.

CITY OF UKIAH, MENDOCINO COUNTY, CALIFORNIA

By: _____
CITY MANAGER, CITY OF UKIAH

Attest: _____
CITY CLERK, CITY OF UKIAH

By: _____
CONTRACTOR

Attest: _____

Title: _____

The foregoing contract is approved as to form and legality this ____ day of _____, 20 ____.

CITY ATTORNEY, CITY OF UKIAH

INDEMNIFICATION AGREEMENT

This Indemnification Agreement is made and entered in Ukiah, California, on _____, 20____,
by and between the City of Ukiah (Ukiah) and _____ (Contractor).

Contractor is

_____ for Ukiah.

As a condition of issuing the work order, attached hereto, Ukiah requires assurance that Contractor will protect Ukiah from damage or damage claims which arise from its performance of the work.

Accordingly, Contractor agrees as follows:

1. **Indemnification.** Contractor shall indemnify and hold harmless Ukiah and its officers, agents, and employees from and against any claim, loss, or damage, including the legal and other costs of defending against any claim of damage or loss which arises out of the Contractor's negligent or wrongful performance under the work order attached hereto, except for claims, losses, or damages resulting from the sole and exclusive negligence or other wrongful conduct of Ukiah or its officers, agents and employees.

CONTRACTOR

BY: _____

TITLE: _____

CITY OF UKIAH
Mendocino County, California

FAITHFUL PERFORMANCE BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

AS PRINCIPAL, and

AS SURETY,

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

_____ dollars (\$ _____)
for the payment of which sum we bind ourselves, our heirs, executors, administrators, and successors, jointly and severally.

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

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

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$_____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

CITY OF UKIAH
Mendocino County, California

MATERIAL AND LABOR BOND

KNOW ALL MEN BY THESE PRESENTS,

That we the undersigned, _____

_____, **AS PRINCIPAL,**
and

_____, **AS SURETY,**

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

dollars (\$_____)

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

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

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

IN WITNESS WHEREOF, the aforesaid Principal and Surety have executed this instrument and affixed their seals hereto, this _____ day of _____, 20_____.

In the presence of:

WITNESS:

_____(SEAL)
(Individual Principal)

(Business Address)

(City/State/Zip Code)

WITNESS:

_____(SEAL)
(Corporate Principal)

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Principal) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

ATTEST:

(Corporate Surety) Affix
Corporate
Seal

(Business Address)

(City/State/Zip Code)

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

The total amount of premium charges is \$_____..

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

(CERTIFICATE AS TO CORPORATE PRINCIPAL)

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

_____ Affix Corporate Seal

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

GOLF COURSE STORM DRAIN, Spec 19-07																			
Owner:City of Ukiah																			
Bid Opening: 2020-05-14						Schaefer Engineering Inc		Valley Paving		Coleman Environmental Engineering		Wyllatti Resource Management		Mendocino Construction Services		WIPF CONSTRUCTION		Rege Construction, Inc.	
						PO Box 8699 santa rosa SANTA ROSA, CA 95407		PO Box 559 Redwood Valley, CA 95470		PO Box 1020 Upper Lake, CA 95485		23601 Cemetery Lane COVELO, CA 95428		P O BOX 1517 Willits, CA 95490		PO Box 234 Ukiah, CA 95482		600 Santana Drive Cloverdale, CA 95425	
				Bid Status:Non-Responsive		Bid Status:Valid		Bid Status:Non-Responsive		Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review	
Base Bid																			
Item #	Item Description	Quantity	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	MOBILIZATION	1	LS	\$6,200.00	\$6,200.00	\$6,500.00	\$6,500.00	\$4,830.00	\$4,830.00	\$12,020.00	\$12,020.00	\$14,450.00	\$14,450.00	\$3,000.00	\$3,000.00	\$8,815.00	\$8,815.00		
2	INSTALL 12"QUOT; HDPE STORM DRAIN PIPE	324	LF	\$45.00	\$14,580.00	\$38.00	\$12,312.00	\$50.00	\$16,200.00	\$59.62	\$19,316.88	\$73.00	\$23,652.00	\$68.00	\$22,032.00	\$52.69	\$17,071.56		
3	INSTALL 18"QUOT; HDPE STORM DRAIN PIPE	586	LF	\$56.00	\$32,816.00	\$47.50	\$27,835.00	\$55.50	\$32,523.00	\$59.72	\$34,995.92	\$90.00	\$52,740.00	\$73.00	\$42,778.00	\$53.53	\$31,368.58		
4	INSTALL 24"x24" DRAIN INLET	9	EA	\$2,100.00	\$18,900.00	\$2,000.00	\$18,000.00	\$2,720.00	\$24,480.00	\$2,806.05	\$25,254.45	\$2,332.00	\$20,988.00	\$2,000.00	\$18,000.00	\$2,012.74	\$18,114.66		
5	INSTALL RIPRAP APRON	6	CY	\$1,000.00	\$6,000.00	\$172.00	\$1,032.00	\$414.00	\$2,484.00	\$259.51	\$1,557.06	\$200.00	\$1,200.00	\$150.00	\$900.00	\$566.80	\$3,400.80		
6	REMOVE & REPLACE AC SIDEWALK	84	SF	\$33.50	\$2,814.00	\$78.00	\$6,552.00	\$60.70	\$5,098.80	\$73.57	\$6,179.88	\$60.00	\$5,040.00	\$30.00	\$2,520.00	\$62.32	\$5,234.88		
7	TURF REPLACEMENT	12000	SF	\$1.75	\$21,000.00	\$2.40	\$28,800.00	\$2.00	\$24,000.00	\$1.90	\$22,800.00	\$1.00	\$12,000.00	\$3.15	\$37,800.00	\$2.40	\$28,800.00		
8	EXISTING STORM DRAIN REMOVAL & DISPOSAL	889	LF	\$2.00	\$1,778.00	\$10.00	\$8,890.00	\$10.56	\$9,387.84	\$2.69	\$2,391.41	\$2.00	\$1,778.00	\$5.00	\$4,445.00	\$18.57	\$16,508.73		
9	EXISTING SD SMALL DRAIN STRUCTURE REMOVAL & DISPOSAL	10	EA	\$75.00	\$750.00	\$175.00	\$1,750.00	\$620.00	\$6,200.00	\$262.51	\$2,625.10	\$50.00	\$500.00	\$175.00	\$1,750.00	\$492.52	\$4,925.20		
10	INSTALL 36"x36" DRAIN INLET	1	EA	\$3,500.00	\$3,500.00	\$3,000.00	\$3,000.00	\$0.00	\$0.00	\$2,806.05	\$2,806.05	\$3,425.00	\$3,425.00	\$3,000.00	\$3,000.00	\$2,729.60	\$2,729.60		
Total Bid					\$108,338.00		\$114,671.00		\$125,203.64		\$129,946.75		\$135,773.00		\$136,225.00		\$136,969.01		
Listed Subs				Park Avenue Turf		Park Avenue Turf		Park Avenue Turf		Applan UDBE SWPPS		MSI/Miks Services		Zamora Sod Farm		Johnson's Custom Landscaping			
				R O Construction		Gregg Simpson Trucking		Ghiolotti Construction Company, Inc.		Diamond D Construction, LLC		Souza General Engineering		Gene Wixson Enterprises		Oak Grove Construction			
						11 Highland Street Ukiah, CA 95482		246 Ghiolotti Avenue Santa Rosa, CA 95407		650 Blue Oak Drive Ukiah, CA 95482		3105 Skillman Ln PETALUMA, CA 94952				431 Payran St Suite 101 Petaluma, CA 94952			
				Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review		Bid Status:Under Review	
Base Bid																			
Item #	Item Description	Quantity	UOM	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total	Unit Price	Item Total
1	MOBILIZATION	1	LS	\$7,000.00	\$7,000.00	\$2,500.00	\$2,500.00	\$14,000.00	\$14,000.00	\$9,581.00	\$9,581.00	\$17,000.00	\$17,000.00	\$19,174.00	\$19,174.00	\$7,150.00	\$7,150.00		
2	INSTALL 12"QUOT; HDPE STORM DRAIN PIPE	324	LF	\$59.00	\$19,116.00	\$80.00	\$25,920.00	\$75.00	\$24,300.00	\$70.96	\$22,991.04	\$87.00	\$28,188.00	\$71.00	\$23,004.00	\$115.00	\$37,260.00		
3	INSTALL 18"QUOT; HDPE STORM DRAIN PIPE	586	LF	\$72.00	\$42,192.00	\$100.00	\$58,600.00	\$75.00	\$43,950.00	\$71.67	\$41,998.62	\$89.00	\$52,154.00	\$95.00	\$55,670.00	\$100.00	\$58,600.00		
4	INSTALL 24"x24" DRAIN INLET	9	EA	\$2,490.00	\$22,410.00	\$2,500.00	\$22,500.00	\$2,110.00	\$18,990.00	\$2,529.22	\$22,762.98	\$2,750.00	\$24,750.00	\$1,920.00	\$17,280.00	\$1,860.00	\$16,740.00		
5	INSTALL RIPRAP APRON	6	CY	\$880.00	\$5,280.00	\$200.00	\$1,200.00	\$650.00	\$3,900.00	\$180.17	\$1,081.02	\$1,315.00	\$7,890.00	\$1,100.00	\$6,600.00	\$630.00	\$3,780.00		
6	REMOVE & REPLACE AC SIDEWALK	84	SF	\$39.00	\$3,276.00	\$50.00	\$4,200.00	\$48.00	\$4,032.00	\$64.89	\$5,450.76	\$52.00	\$4,368.00	\$60.00	\$5,040.00	\$127.50	\$10,710.00		
7	TURF REPLACEMENT	12000	SF	\$1.65	\$19,800.00	\$1.60	\$19,200.00	\$2.60	\$31,200.00	\$3.69	\$44,280.00	\$1.58	\$18,960.00	\$1.97	\$23,640.00	\$2.00	\$24,000.00		
8	EXISTING STORM DRAIN REMOVAL & DISPOSAL	889	LF	\$20.00	\$17,780.00	\$10.00	\$8,890.00	\$3.00	\$2,667.00	\$6.54	\$5,814.06	\$3.30	\$2,933.70	\$8.00	\$7,112.00	\$17.00	\$15,113.00		
9	EXISTING SD SMALL DRAIN STRUCTURE REMOVAL & DISPOSAL	10	EA	\$528.00	\$5,280.00	\$150.00	\$1,500.00	\$175.00	\$1,750.00	\$192.00	\$1,920.00	\$97.50	\$975.00	\$628.10	\$6,281.00	\$950.00	\$9,500.00		
10	INSTALL 36"x36" DRAIN INLET	1	EA	\$3,300.00	\$3,300.00	\$3,500.00	\$3,500.00	\$4,000.00	\$4,000.00	\$3,904.00	\$3,904.00	\$4,370.00	\$4,370.00	\$5,741.00	\$5,741.00	\$5,305.00	\$5,305.00		
Amount					\$145,434.00		\$148,010.00		\$148,789.00		\$159,783.48		\$161,588.70		\$169,542.00		\$188,158.00		
Listed Subs				JCO Construction		Park Avenue Turf		Neary Landscape						C Bryan Graves PE		Park Avenue Turf			
														LACO Associates					
														Park Avenue Turf					

NAME OF BIDDER:
SPEC #:
PROJECT NAME:

Schaefer Engineering Inc

19-07

UVGC – STORM DRAIN REPLACEMENT PROJECT

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$ 6,200	\$ 6,200
2	INSTALL 12" HDPE STORM DRAIN PIPE	324	LF	\$ 45.00	\$ 14,580
3	INSTALL 18" HDPE STORM DRAIN PIPE	586	LF	\$ 56.00	\$ 32,816
4	INSTALL 24"X24" DRAIN INLET	409	EA	\$ 2,100	\$ 18,900
5	INSTALL RIPRAP APRON	6	CY	\$ 1000	\$ 6000
6	REMOVE & REPLACE AC SIDEWALK	84	SF	\$ 33.50	\$ 2,814
7	TURF REPLACEMENT	5,500 12,000	SF	\$ 1.75	\$ 21,000
8	EXISTING STORM DRAIN REMOVAL & DISPOSAL	889	LF	\$ 2.00	\$ 1,778
9	EXISTING SD SMALL DRAIN STRUCTURE REMOVAL & DISPOSAL	10	EA	\$ 75.00	\$ 750
10	INSTALL 36"X36" DRAIN INLET	1	EA	\$ 3,500	\$ 3,500
TOTAL BID					\$ 108,338

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of May 14, 2020.

Licensed in accordance with an act providing for the registration of California Contractors License No. 969434, expiration date 01-31-23.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: 1000008927

Signature of bidder or bidders, with business name, address, phone number and fax number:

John Schaefer Schaefer Engineering Inc 4521 Langner ave Santa Rosa CA 95407
707 849-1975 Fax 707 237-2789

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

John Schaefer President 4521 Langner ave Santa Rosa CA 95407

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

UVGC – STORM DRAIN REPLACEMENT PROJECT



(Signature of Bidder)

Business Mailing Address:

4521 Langner ave

Santa Rosa CA 95407

Business Location:

Same as above

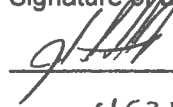
(The bidder shall execute the certification of this page prior to submitting his or her proposal.)

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this 14 day of May, 2020

Signature of Bidder, with Business Address:

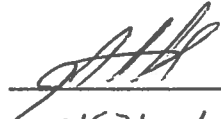


4521 Langner ave
Santa Rosa CA 95407

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

 Date 5-14-20
4521 Langner ave
Santa Rosa CA 95407

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

LIST OF PROPOSED SUBCONTRACTORS

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

Park ave Turf - 1500000/606

STATEMENT OF EXPERIENCE OF BIDDER

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

Westminster Woods Drainage and lawn Replacement cost \$140,000
for Gold Ridge conservation district 2017

Storm drains and pond building for gold ridge conservation
district in 2016 for a price of \$556,000⁰⁰

rainwater catchment project county of Sonoma conservation
district year of 2017 cost of 60,000

SIGNATURE(S) OF BIDDER

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

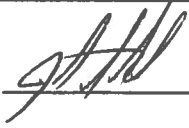
The names of all persons interested in the foregoing proposal as principals are as follows:

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

Schaefer Engineering Inc
John Schaefer President

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

License No. 969434, License Expiration Date 1-31-23.

Signature(s) of Bidder: 

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

Business address: 4521 Langner ave
Santa Rosa CA 95407

Place of residence: _____
Same as above

Dated: 5-14-20

CITY OF UKIAH
Mendocino County, California

BOND No. 72265256

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, Schaefer Engineering Inc.
_____, as PRINCIPAL and
WESTERN SURETY COMPANY
_____, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on May 14, 2020 for UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day of May,
A.D. 20 20.

Schaefer Engineering Inc. (Seal)

_____, (Seal)

[Signature] (Seal)

Principal

WESTERN SURETY COMPANY (Seal)

_____, (Seal)

ROBERT F. SMITH (Seal)

Surety

Address: 151 N. Franklin, 17th Floor, Chicago, IL 60606



* Please See attached
Notary 5.14.20 PW

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

SS.

On

May 14, 2020

DATE

, before me,

Rebecca G Walters

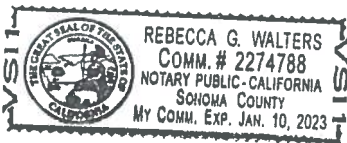
Notary Public,

personally appeared

JOHN BERNARD SCHAEFER

, 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.

Rebecca G Walters

PLACE NOTARY SEAL IN ABOVE SPACE

NOTARY'S SIGNATURE

OPTIONAL INFORMATION

The information below is optional. However, it may prove valuable and could prevent fraudulent attachment of this form to an unauthorized document.

CAPACITY CLAIMED BY SIGNER (PRINCIPAL)

- ☐ INDIVIDUAL
☐ CORPORATE OFFICER _____ TITLE(S)
☐ PARTNER(S)
☐ ATTORNEY-IN-FACT
☐ GUARDIAN/CONSERVATOR
☐ SUBSCRIBING WITNESS
☐ OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

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

RIGHT
THUMBPRINT
OF
SIGNER

OTHER



Western Surety Company

POWER OF ATTORNEY - CERTIFIED COPY

Bond No. 72265256

Know All Men By These Presents, that WESTERN SURETY COMPANY, a corporation duly organized and existing under the laws of the State of South Dakota, and having its principal office in Sioux Falls, South Dakota (the "Company"), does by these presents make, constitute and appoint ROBERT F SMITH

its true and lawful attorney(s)-in-fact, with full power and authority hereby conferred, to execute, acknowledge and deliver for and on its behalf as Surety, bonds for:

Principal: Schaefer Engineering Inc.

Obligee: City of Ukiah

Amount: \$1,000,000.00

and to bind the Company thereby as fully and to the same extent as if such bonds were signed by the Vice President, sealed with the corporate seal of the Company and duly attested by its Secretary, hereby ratifying and confirming all that the said attorney(s)-in-fact may do within the above stated limitations. Said appointment is made under and by authority of the following bylaw of Western Surety Company which remains in full force and effect.

"Section 7. All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

If Bond No. 72265256 is not issued on or before midnight of August 14, 2020, all authority conferred in this Power of Attorney shall expire and terminate.

In testimony whereof, Western Surety Company has caused these presents to be signed by its Vice President, Paul T. Bruflat, and its corporate seal to be affixed this 14th day of May, 2020.



WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

On this 14th day of May, in the year 2020, before me, a notary public, personally appeared Paul T. Bruflat, who being to me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of WESTERN SURETY COMPANY and acknowledged said instrument to be the voluntary act and deed of said corporation.



Notary Public - South Dakota

My Commission Expires June 23, 2021

I the undersigned officer of Western Surety Company, a stock corporation of the State of South Dakota, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable, and furthermore, that Section 7 of the bylaws of the Company as set forth in the Power of Attorney is now in force.

In testimony whereof, I have hereunto set my hand and seal of Western Surety Company this 14th day of May, 2020.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

To validate bond authenticity, go to www.cnasurety.com > Owner/Obligee Services > Validate Bond Coverage.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGEMENT

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 Marin)

On 5/13/20
DATE

before me, J. Cano, Notary Public
INSERT NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC

personally appeared, Robert Smith

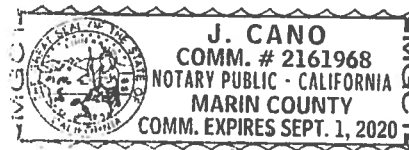
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s),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

J. Cano
NOTARY PUBLIC SIGNATURE

(SEAL)



OPTIONAL INFORMATION

THIS OPTIONAL INFORMATION SECTION IS NOT REQUIRED BY LAW BUT MAY BE BENEFICIAL TO PERSONS RELYING ON THIS NOTARIZED DOCUMENT.

TITLE OR TYPE OF DOCUMENT bidder's bond

DATE OF DOCUMENT _____ NUMBER OF PAGES _____

SIGNERS(S) OTHER THAN NAMED ABOVE _____

SIGNER'S NAME _____ SIGNER'S NAME _____

RIGHT THUMBPRINT

RIGHT THUMBPRINT

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.



Signature(s) of Bidder

Business Address: 4521 Langner ave
Santa Rosa CA 95407

Place of Residence: Same as above

NOTARIZATION

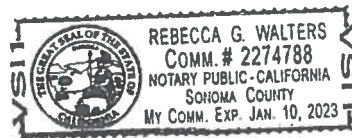
Subscribed and sworn to before me this 14 day of May, 2020



Notary Public in and for the County of Sonoma, State of California.

My Commission Expires 01.10., 2023


Notary Public



IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed 

Titled President

Firm Schaefer Engineering Inc

Date 5-14-20

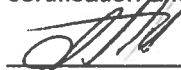
Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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, Schaefer Engineering Inc, 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

John Schaefer President

Name and Title of Contractor's Authorized Official

5-14-20

Date

**Certification Regarding Effort to Contract with Small and Minority Businesses,
Women's Business Enterprises, and Labor Surplus Area Firms**

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

The Bidder in procuring subcontractors has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms will be used when possible. Affirmative steps include: (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (b) Assuring that small and minority and women's businesses are solicited whenever they are potential sources of products or services to be bid; (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs items.

Witness my hand this 14 day of May, 2020

Signature of Bidder, with Business Address:


4521 Langner ave
Santa Rosa CA 95407

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PUBLIC CONTRACT CODE - PCC**DIVISION 2. GENERAL PROVISIONS [1100 - 22355]** (*Division 2 enacted by Stats. 1981, Ch. 306.)***PART 1. ADMINISTRATIVE PROVISIONS [1100 - 9203]** (*Heading of Part 1 added by Stats. 1982, Ch. 1120, Sec. 2.)***CHAPTER 4. Subletting and Subcontracting [4100 - 4114]** (*Chapter 4 added by Stats. 1986, Ch. 195, Sec. 42.1.)***4100.** This chapter may be cited as the "Subletting and Subcontracting Fair Practices Act."(*Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

4101. The Legislature finds that the practices of bid shopping and bid peddling in connection with the construction, alteration, and repair of public improvements often result in poor quality of material and workmanship to the detriment of the public, deprive the public of the full benefits of fair competition among prime contractors and subcontractors, and lead to insolvencies, loss of wages to employees, and other evils.

(*Added by Stats. 1986, Ch. 195, Sec. 42.1.)***4103.** Nothing in this chapter limits or diminishes any rights or remedies, either legal or equitable, which:

(a) An original or substituted subcontractor may have against the prime contractor, his or her successors or assigns.

(b) The state or any county, city, body politic, or public agency may have against the prime contractor, his or her successors or assigns, including the right to take over and complete the contract.

(*Added by Stats. 1986, Ch. 195, Sec. 42.1.)*

4104. Any officer, department, board, or commission taking bids for the construction of any public work or improvement shall provide in the specifications prepared for the work or improvement or in the general conditions under which bids will be received for the doing of the work incident to the public work or improvement that any person making a bid or offer to perform the work, shall, in his or her bid or offer, set forth:

(a) (1) The name, the location of the place of business, the California contractor license number, and public works contractor registration number issued pursuant to Section 1725.5 of the Labor Code of each subcontractor who will perform work or labor or render service to the prime contractor in or about the construction of the work or improvement, or a subcontractor licensed by the State of California who, under subcontract to the prime contractor, specially fabricates and installs a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in an amount in excess of one-half of 1 percent of the prime contractor's total bid or, in the case of bids or offers for the construction of streets or highways, including bridges, in excess of one-half of 1 percent of the prime contractor's total bid or ten thousand dollars (\$10,000), whichever is greater.

(2) An inadvertent error in listing the California contractor license number or public works contractor registration number provided pursuant to paragraph (1) shall not be grounds for filing a bid protest or grounds for considering the bid nonresponsive if the corrected contractor's license number is submitted to the public entity by the prime contractor within 24 hours after the bid opening and provided the corrected contractor's license number corresponds to the submitted name and location for that subcontractor.

(3) (A) Subject to subparagraph (B), any information requested by the officer, department, board, or commission concerning any subcontractor who the prime contractor is required to list under this subdivision, other than the subcontractor's name, location of business, the California contractor license number, and the public works contractor registration number, may be submitted by the prime contractor up to 24 hours after the deadline established by the officer, department, board, or commission for receipt of bids by prime contractors.

(B) A state or local agency may implement subparagraph (A) at its option.

(b) The portion of the work that will be done by each subcontractor under this act. The prime contractor shall list only one subcontractor for each portion as is defined by the prime contractor in his or her bid.

(Amended by Stats. 2017, Ch. 28, Sec. 90. (SB 96) Effective June 27, 2017.)

4104.5. (a) The officer, department, board, or commission taking bids for construction of any public work or improvement shall specify in the bid invitation and public notice the place the bids of the prime contractors are to be received and the time by which they shall be received. The date and time shall be extended by no less than 72 hours if the officer, department, board, or commission issues any material changes, additions, or deletions to the invitation later than 72 hours prior to the bid closing. Any bids received after the time specified in the notice or any extension due to material changes shall be returned unopened.

(b) As used in this section, the term "material change" means a change with a substantial cost impact on the total bid as determined by the awarding agency.

(c) As used in this section, the term "bid invitation" shall include any documents issued to prime contractors that contain descriptions of the work to be bid or the content, form, or manner of submission of bids by bidders.

(Amended by Stats. 2002, Ch. 204, Sec. 1. Effective January 1, 2003.)

4105. Circumvention by a general contractor who bids as a prime contractor of the requirement under Section 4104 for him or her to list his or her subcontractors, by the device of listing another contractor who will in turn sublet portions constituting the majority of the work covered by the prime contract, shall be considered a violation of this chapter and shall subject that prime contractor to the penalties set forth in Sections 4110 and 4111.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

 **4106.** If a prime contractor fails to specify a subcontractor or if a prime contractor specifies more than one subcontractor for the same portion of work to be performed under the contract in excess of one-half of 1 percent of the prime contractor's total bid, the prime contractor agrees that he or she is fully qualified to perform that portion himself or herself, and that the prime contractor shall perform that portion himself or herself.

If after award of contract, the prime contractor subcontracts, except as provided for in Sections 4107 or 4109, any such portion of the work, the prime contractor shall be subject to the penalties named in Section 4111.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107. A prime contractor whose bid is accepted may not:

(a) Substitute a person as subcontractor in place of the subcontractor listed in the original bid, except that the awarding authority, or its duly authorized officer, may, except as otherwise provided in Section 4107.5, consent to the substitution of another person as a subcontractor in any of the following situations:

(1) When the subcontractor listed in the bid, after having had a reasonable opportunity to do so, fails or refuses to execute a written contract for the scope of work specified in the subcontractor's bid and at the price specified in the subcontractor's bid, when that written contract, based upon the general terms, conditions, plans, and specifications for the project involved or the terms of that subcontractor's written bid, is presented to the subcontractor by the prime contractor.

(2) When the listed subcontractor becomes insolvent or the subject of an order for relief in bankruptcy.

(3) When the listed subcontractor fails or refuses to perform his or her subcontract.

(4) When the listed subcontractor fails or refuses to meet the bond requirements of the prime contractor as set forth in Section 4108.

(5) When the prime contractor demonstrates to the awarding authority, or its duly authorized officer, subject to the further provisions set forth in Section 4107.5, that the name of the subcontractor was listed as the result of an inadvertent clerical error.

(6) When the listed subcontractor is not licensed pursuant to the Contractors License Law.

(7) When the awarding authority, or its duly authorized officer, determines that the work performed by the listed subcontractor is substantially unsatisfactory and not in substantial accordance with the plans and specifications, or that the subcontractor is substantially delaying or disrupting the progress of the work.

(8) When the listed subcontractor is ineligible to work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code.

(9) When the awarding authority determines that a listed subcontractor is not a responsible contractor.

Prior to approval of the prime contractor's request for the substitution, the awarding authority, or its duly authorized officer, shall give notice in writing to the listed subcontractor of the prime contractor's request to substitute and of the reasons for the request. The notice shall be served by certified or registered mail to the last known address of the subcontractor. The listed subcontractor who has been so notified has five working days within which to submit written objections to the substitution to the awarding authority. Failure to file these written objections constitutes the listed subcontractor's consent to the substitution.

If written objections are filed, the awarding authority shall give notice in writing of at least five working days to the listed subcontractor of a hearing by the awarding authority on the prime contractor's request for substitution.

(b) Permit a subcontract to be voluntarily assigned or transferred or allow it to be performed by anyone other than the original subcontractor listed in the original bid, without the consent of the awarding authority, or its duly authorized officer.

(c) Other than in the performance of "change orders" causing changes or deviations from the original contract, sublet or subcontract any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which his or her original bid did not designate a subcontractor.

(Amended by Stats. 2009, Ch. 500, Sec. 58. (AB 1059) Effective January 1, 2010.)

4107.2. No subcontractor listed by a prime contractor under Section 4104 as furnishing and installing carpeting, shall voluntarily sublet his or her subcontract with respect to any portion of the labor to be performed unless he or she specified the subcontractor in his or her bid for that subcontract to the prime contractor.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107.5. The prime contractor as a condition to assert a claim of inadvertent clerical error in the listing of a subcontractor shall within two working days after the time of the prime bid opening by the awarding authority give written notice to the awarding authority and copies of that notice to both the subcontractor he or she claims to have listed in error and the intended subcontractor who had bid to the prime contractor prior to bid opening.

Any listed subcontractor who has been notified by the prime contractor in accordance with this section as to an inadvertent clerical error shall be allowed six working days from the time of the prime bid opening within which to submit to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error. Failure of the listed subcontractor to file the written notice within the six working days shall be primary evidence of his or her agreement that an inadvertent clerical error was made.

The awarding authority shall, after a public hearing as provided in Section 4107 and in the absence of compelling reasons to the contrary, consent to the substitution of the intended subcontractor:

(a) If (1) the prime contractor, (2) the subcontractor listed in error, and (3) the intended subcontractor each submit an affidavit to the awarding authority along with such additional evidence as the parties may wish to submit that an inadvertent clerical error was in fact made, provided that the affidavits from each of the three parties are filed within eight working days from the time of the prime bid opening, or

(b) If the affidavits are filed by both the prime contractor and the intended subcontractor within the specified time but the subcontractor whom the prime contractor claims to have listed in error does not submit within six working days, to the awarding authority and to the prime contractor, written objection to the prime contractor's claim of inadvertent clerical error as provided in this section.

If the affidavits are filed by both the prime contractor and the intended subcontractor but the listed subcontractor has, within six working days from the time of the prime bid opening, submitted to the awarding authority and to the prime contractor written objection to the prime contractor's claim of inadvertent clerical error, the awarding authority shall investigate the claims of the parties and shall hold a public hearing as provided in Section 4107 to determine the validity of those claims. Any determination made shall be based on the facts contained in the declarations submitted under penalty of perjury by all three parties and supported by testimony under oath and subject to cross-examination. The awarding authority may, on its own motion or that of any other party, admit testimony of other contractors, any bid registries or depositories, or any other party in possession of facts which may have a bearing on the decision of the awarding authority.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4107.7. If a contractor who enters into a contract with a public entity for investigation, removal or remedial action, or disposal relative to the release or presence of a hazardous material or hazardous waste fails to pay a subcontractor registered as a hazardous waste hauler pursuant to Section 25163 of the Health and Safety Code within 10 days after the investigation, removal or remedial action, or disposal is completed, the subcontractor may

serve a stop notice upon the public entity in accordance with Chapter 4 (commencing with Section 9350) of Title 3 of Part 6 of Division 4 of the Civil Code.

(Amended by Stats. 2010, Ch. 697, Sec. 43. (SB 189) Effective January 1, 2011. Operative July 1, 2012, by Sec. 105 of Ch. 697.)

4108. (a) It shall be the responsibility of each subcontractor submitting bids to a prime contractor to be prepared to submit a faithful performance and payment bond or bonds if so requested by the prime contractor.

(b) In the event any subcontractor submitting a bid to a prime contractor does not, upon the request of the prime contractor and at the expense of the prime contractor at the established charge or premium therefor, furnish to the prime contractor a bond or bonds issued by an admitted surety wherein the prime contractor shall be named the obligee, guaranteeing prompt and faithful performance of the subcontract and the payment of all claims for labor and materials furnished or used in and about the work to be done and performed under the subcontract, the prime contractor may reject the bid and make a substitution of another subcontractor subject to Section 4107.

(c) (1) The bond or bonds may be required under this section only if the prime contractor in his or her written or published request for subbids clearly specifies the amount and requirements of the bond or bonds.

(2) If the expense of the bond or bonds required under this section is to be borne by the subcontractor, that requirement shall also be specified in the prime contractor's written or published request for subbids.

(3) The prime contractor's failure to specify bond requirements, in accordance with this subdivision, in the written or published request for subbids shall preclude the prime contractor from imposing bond requirements under this section.

(Amended by Stats. 1991, Ch. 754, Sec. 1.)

4109. Subletting or subcontracting of any portion of the work in excess of one-half of 1 percent of the prime contractor's total bid as to which no subcontractor was designated in the original bid shall only be permitted in cases of public emergency or necessity, and then only after a finding reduced to writing as a public record of the awarding authority setting forth the facts constituting the emergency or necessity.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4110. A prime contractor violating any of the provisions of this chapter violates his or her contract and the awarding authority may exercise the option, in its own discretion, of (1) canceling his or her contract or (2) assessing the prime contractor a penalty in an amount of not more than 10 percent of the amount of the subcontract involved, and this penalty shall be deposited in the fund out of which the prime contract is awarded. In any proceedings under this section the prime contractor shall be entitled to a public hearing and to five days' notice of the time and place thereof.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4111. Violation of this chapter by a licensee under Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code constitutes grounds for disciplinary action by the Contractors State License Board, in addition to the penalties prescribed in Section 4110.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4112. The failure on the part of a contractor to comply with any provision of this chapter does not constitute a defense to the contractor in any action brought against the contractor by a subcontractor.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4113. As used in this chapter, the word "subcontractor" shall mean a contractor, within the meaning of the provisions of Chapter 9 (commencing with Section 7000) of Division 3 of the Business and Professions Code, who contracts directly with the prime contractor.

"Prime contractor" shall mean the contractor who contracts directly with the awarding authority.

(Added by Stats. 1986, Ch. 195, Sec. 42.1.)

4114. The county board of supervisors, when it is the awarding authority, may delegate its functions under Sections 4107 and 4110 to any officer designated by the board.

The authorized officer shall make a written recommendation to the board of supervisors. The board of supervisors may adopt the recommendation without further notice or hearing, or may set the matter for a de novo hearing

before the board.

(Amended by Stats. 1989, Ch. 43, Sec. 1.)

NAME OF BIDDER:
SPEC #:
PROJECT NAME:

T&T Paving Inc. dba: Valley Paving
19-07
UVGC – STORM DRAIN REPLACEMENT PROJECT

ITEM NO.	DESCRIPTION	QTY	UNIT	UNIT PRICE	EXTENDED PRICE
1	MOBILIZATION	1	LS	\$ 6,500.00	\$ 6,500.00
2	INSTALL 12" HDPE STORM DRAIN PIPE	324	LF	\$ 38.00	\$ 12,312.00
3	INSTALL 18" HDPE STORM DRAIN PIPE	586	LF	\$ 47.50	\$ 27,835.00
4	INSTALL 24"X24" DRAIN INLET	409	EA	\$ 2,000.00	\$ 18,000.00
5	INSTALL RIPRAP APRON	6	CY	\$ 172.00	\$ 1,032.00
6	REMOVE & REPLACE AC SIDEWALK	84	SF	\$ 78.00	\$ 6,552.00
7	TURF REPLACEMENT	5,500 12,000	SF	\$ 2.40	\$ 28,800.00
8	EXISTING STORM DRAIN REMOVAL & DISPOSAL	889	LF	\$ 10.00	\$ 8,890.00
9	EXISTING SD SMALL DRAIN STRUCTURE REMOVAL & DISPOSAL	10	EA	\$ 175.00	\$ 1,750.00
10	INSTALL 36"X36" DRAIN INLET	1	EA	\$ 3,000.00	\$ 3,000.00
TOTAL BID					\$ 114,671.00

We, the undersigned, acknowledge that the City Council has reserved the right to reject any or all bids and to determine which proposal is, in its opinion, the lowest responsible bid of a responsible bidder and that which it deems in the best interest of the City to accept. We, the undersigned, further agree, if this proposal shall be accepted, to sign the agreement and to furnish the required bonds with satisfactory surety, or sureties, within fifteen (15) calendar days after written notice that the contract is ready for signature; and, if the undersigned shall fail to contract, as aforesaid, it shall be understood that he or she has abandoned the contract and that, therefore, this proposal shall be null and void and the proposal guaranty accompanying this proposal, or the amount of said guaranty, shall be forfeited to and become the property of the City. Otherwise, the proposal guaranty accompanying this proposal shall be returned to the undersigned.

Witness our hands this day of May 14, 2020.

Licensed in accordance with an act providing for the registration of California Contractors License No. 674411, expiration date July 31, 2021.

THE CONTRACTOR'S LICENSE NUMBER AND EXPIRATION DATE STATED HEREIN ARE MADE UNDER PENALTY OF PERJURY.

Department of Industrial Relations Public Works Contractor Registration Number: 1000008895

Signature of bidder or bidders, with business name, address, phone number and fax number:

T&T Paving, Inc. dba: Valley Paving

2601 Road E/PO Box 559 Redwood Valley, CA 95470

Phone: (707) 485-7505 Fax: (707) 485-8747

Kathy Ault Corp. Secty

Notice: In the case of a corporation, give below the addresses of the principal office thereof and names and addresses of the President, Secretary, Treasurer.

T&T Paving, Inc. dba: Valley Paving 2601 Road E Redwood Valley, CA 95470

James Thompson, Pres. 2575 Road E Redwood Valley, CA 95470

Kathy Ault, Secty/Treas. 2555 Road E Redwood Valley, CA 95470

FAIR EMPLOYMENT PRACTICES CERTIFICATION

TO: City of Ukiah

The undersigned, in submitting a bid for performing the following work by Contract, hereby certifies that he or she has or will meet the standards of affirmative compliance with the Fair Employment Practices requirements of the Special Provisions contained herein.

UVGC – STORM DRAIN REPLACEMENT PROJECT

Kathy Ault CORP SECTY
(Signature of Bidder)

Business Mailing Address:

PO Box 559

Redwood Valley, CA 95470

Business Location:

2601 Road E

Redwood Valley, CA 95470

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

WORKER'S COMPENSATION CERTIFICATE

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

Witness my hand this 14 day of May, 2020

Signature of Bidder, with Business Address:

T&T Paving, Inc. dba: Valley Paving

Kathy Ault CORP SECTY

2601 Road E/PO Box 559

Redwood Valley, CA 95470

CERTIFICATION OF NONDISCRIMINATION IN EMPLOYMENT

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

Signature and address of Bidder:

T&T Paving, Inc. dba: Valley Paving

Date May 14, 2020

Kathy Auet corp Secy

2601 Road E/PO Box 559

Redwood Valley, CA 95470

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

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

3075 Old Gravenstein Hwy, Sebastopol, CA 95472

DIR: 15000001606

CSLB: 759431

STATEMENT OF EXPERIENCE OF BIDDER

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

Project: Panda Retail Center - \$349,392

Excavating, Grading, Paving, Site Work

Mark Heaphy, Proj Mgr. Hilbers, Inc. (530) 682-9555

Project: Ukiah Valley Medical Center Emergency Dept. Addition - \$1,096,219

Excavating, Grading, Paving

Jane Lund, Proj Mgr. Herrero Builders (415) 717-7328

SIGNATURE(S) OF BIDDER

Accompanying this proposal is Bidders Bond

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

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

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

T&T Paving, Inc. dba: Valley Paving

James Thompson, Pres.

Kathy Ault, Secty/Treas.

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

License No. 674411, License Expiration Date July 31, 2021.

Signature(s) of Bidder: T&T Paving, Inc. dba: Valley Paving

Kathy Ault corp secty

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

Business address: 2601 Road E
Redwood Valley, CA 95470

Place of residence: 2555 Road E
Redwood Valley, CA 95470

Dated: May 14, 2020

CITY OF UKIAH
Mendocino County, California

BIDDER'S BOND

KNOW ALL MEN BY THESE PRESENTS,

That we, T & T Paving, Inc. dba Valley Paving

2601 Road E, Redwood Valley, CA 95470, as PRINCIPAL and

Philadelphia Indemnity Insurance Company, as SURETY,

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

THE CONDITION OF THIS OBLIGATION IS SUCH,

That whereas the Principal has submitted the above mentioned bid to the City of Ukiah, as aforesaid, for certain construction specifically described as follows, for which bids are to be opened at the Office of the City Clerk, Ukiah Civic Center, Ukiah, California, on May 14, 2020 for UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT.

NOW, THEREFORE, If the aforesaid Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him or her for signatures, enters into a written contract, in the prescribed form, in accordance with the bid and files two bonds with the City of Ukiah, one to guarantee faithful performance and the other to guarantee payment for labor and materials, as required by law, then this obligation shall be null and void; otherwise, it shall be and remain in full force and virtue.

IN WITNESS WHEREOF, we have hereunto set our hands and seals on this 14th day of May, A.D. 2020.

T & T Paving, Inc. dba Valley Paving (Seal)

Kathy Ault (Seal)
(Seal)

Principal

Philadelphia Indemnity Insurance Company (Seal)

Sherryl L. Quint (Seal)

Sherryl L. Quint, Attorney-In-Fact (Seal)

Surety

Address: One Bala Plaza, Suite 100

Bala Cynwyd, PA 19004-0950

One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That **PHILADELPHIA INDEMNITY INSURANCE COMPANY** (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint **Christian B. Downey, Joseph A. Menicucci, Sherryl L. Quint, Susan J. Vance of Downey and Company** its true and lawful Attorney-in-fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed \$50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED: That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) Appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED: That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27TH DAY OF OCTOBER, 2017.

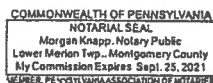
(Seal)



Robert D. O'Leary Jr.

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the **PHILADELPHIA INDEMNITY INSURANCE COMPANY**; that the seal affixed to said instrument is the Corporate seal of said Company; that the said Corporate Seal and his signature were duly affixed.



(Notary Seal)

Notary Public:

Morgan Knapp

residing at:

Bala Cynwyd, PA

My commission expires:

September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant thereto on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this 14th day of May 2020.



Edward Sayago

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY

NON-COLLUSION AFFIDAVIT

Note: Bidder shall execute the affidavit on this page prior to submitting his or her bid.

To City Council, City of Ukiah:

The undersigned in submitting a bid for performing UKIAH VALLEY GOLF COURSE - STORM DRAIN REPLACEMENT PROJECT by contract, being duly sworn, deposes and says:

that he or she has not, either directly or indirectly, entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free competitive bidding in connection with such contract.

TYT PAVING, INC.

dba VALLEY PAVING

Kathy Ault, CORP. SECTY
Signature(s) of Bidder

Business Address: 2601 ROAD E

P.O. Box 559

REDWOOD VLY, CA 95470

Place of Residence: 2555 ROAD E

REDWOOD VLY, CA 95470

NOTARIZATION

Subscribed and sworn to before me this _____ day of _____, 20____.

Please see attached
California Notary Form

Notary Public in and for the County of _____, State of California.

My Commission Expires _____, 20____.

Please see attached
California Notary Form

CALIFORNIA JURAT

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.

JURAT

State of California

County of Mendocino

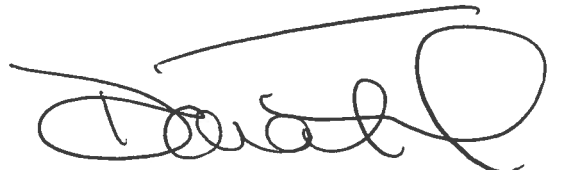
Subscribed and sworn to (or affirmed) before me on

14 day of May, 2020

by Kathy Ault

who proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.




Notary Public

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED BELOW:

DATE OF DOCUMENT 5/14/2020 TITLE OR TYPE OF DOCUMENT _____

Non Collusion Affidavit

IRAN CONTRACTING ACT CERTIFICATION
(Public Contract Code Section 2200 et seq.)

As required by California Public Contract Code Section 2204, the Contractor certifies subject to penalty for perjury that the Contractor is not:

- (i) identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203; or
- (ii) a financial institution that extends, for 45 days or more, credit in the amount of \$20,000,000 or more to any other person or entity identified on the current list of persons and entities engaging in investment activities in Iran prepared by the California Department of General Services in accordance with subdivision (b) of Public Contract Code Section 2203, if that person or entity uses or will use the credit to provide goods or services in the energy sector in Iran.

Signed Kathy Ault

Titled Corp. Secty

Firm T&T Paving, Inc. dba: Valley Paving

Date May 14, 2020

Note: In accordance with Public Contract Code Section 2205, false certification of this form shall be reported to the California Attorney General and may result in civil penalties equal to the greater of \$250,000 or twice the Contract amount, termination of the Contract and/or ineligibility to bid on contracts for three years.

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, T&T Paving, Inc. dba: Valley Paving, 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.

Kathy Ault
Signature of Contractor's Authorized Official

Kathy Ault, Secty/Treas.

Name and Title of Contractor's Authorized Official

May 14, 2020

Date

**Certification Regarding Effort to Contract with Small and Minority Businesses,
Women's Business Enterprises, and Labor Surplus Area Firms**

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

The Bidder in procuring subcontractors has taken all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms will be used when possible. Affirmative steps include: (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (b) Assuring that small and minority and women's businesses are solicited whenever they are potential sources of products or services to be bid; (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and (f) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs items.

Witness my hand this 14 day of May, 2020

Signature of Bidder, with Business Address:

T&T Paving, Inc. dba: Valley Paving

Kathy Ault corp secy

2601 Road E

Redwood Valley, CA 95470

Park Avenue DIR # - Message (HTML)

File Message Help Tell me what you want to do

Ignore Delete Archive Reply Reply All Forward More Meeting CAPPO Team Email Reply & Delete To Manager Done Create New Move OneNote Actions Mark Unread Categorize Follow Up Translate Find Related Select Read Aloud Speech Zoom Insights

Delete Respond Quick Steps Move Tags Editing Speech Zoom

Fri 5/15/2020 1:07 PM
valleypaving@comcast.net
Park Avenue DIR #

To Mary Horger
You replied to this message on 5/15/2020 1:11 PM.

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

Mary,

Per our phone conversation earlier, please be advised that the correct DIR number for Park Avenue Turf is #1000009606. Please let me know if you need anything further or have any questions.

Thank you,
Kathy Ault
Corp. Secty/Off. Mgr.



AGENDA SUMMARY REPORT

SUBJECT: Hearing on Consideration and Possible Adoption of Resolution Certifying EIR for Landfill Closure and Post-Closure Maintenance Plan and Approval of Plan.

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

PRESENTER: Tim Eriksen, Public Works Director/City Engineer and Steven Brown of SMB Environmental.

ATTACHMENTS:

1. Reso Adopt EIR MMRP- Final
2. Findings of Fact

Summary: Council will conduct a Public Hearing on the consideration and possible adoption of Resolution certifying the EIR for the Landfill Closure and Post-Closure Maintenance Plan and Approval of Plan.

Background: The plan to close the City of Ukiah Landfill and monitor and maintain it after closure required review under the California Environmental Quality Act (CEQA.) As the lead agency, the City has arranged for the completion of a draft Environmental Impact Report (DEIR) for this project and closed the 45-day public comment period on the DEIR. As required by CEQA, responses to comments received on the DEIR have been prepared and are contained in a proposed Final EIR (FEIR). Collectively the DEIR and FEIR are referred to as the EIR.

The City Council must consider whether to certify the EIR as complete and in compliance with CEQA, and approve submission of the Closure Plan and Post Closure Maintenance Plan to CalRecycle and the North Coast Regional Water Quality Control Board for their final approval as responsible agencies under CEQA.

A notice for the May 20, 2020, City Council meeting was published on May 9, 2020, fulfilling the 10 day notice publication requirement in the City's locally adopted CEQA Guidelines.

The 40-acre project site is located within the 283.5 acre parcel located at 3100 Vichy Springs Road and also known as Mendocino County Assessor's Parcel No. 178-130-01. A more complete description of the location is contained in the EIR.

The following documents are posted on and can be downloaded from:

<https://cityofukiah.app.box.com/v/UkiahLandfillClosureProject/folder/111009724919>

(1) The Final EIR - City of Ukiah Landfill Closure Project, which includes the comments on the DEIR and the response to comments, and revisions to the DEIR made in response to the comments received during the 45 day public comment period; (2) the Final Closure and Post Closure Maintenance Plan (April 2019); and (3) the proposed Ukiah Landfill Closure Project – Findings of Fact.

Discussion: During the 45-day public review period (November 13 through December 31, 2019, and then

extended through January 9, 2020) the City received a total of four (4) comment letters on the DEIR and a letter from the State of California's Governor's Office of Planning and Research (i.e. State Clearinghouse) confirming the end of the 45-day public review period. The comment letters consist of a letter from CalRecycle (labelled in the FEIR letter "A"), a letter from the North Coast Regional Water Quality Control Board (labelled letter "B"), and two letters from Vichy Springs Resort (labelled letters "C" and "D"). The City also received verbal comments from Vichy Springs Resort at the Public Hearing which was held on December 18, 2019, as well as its two written comment letters. The verbal comments from Vichy Springs' legal counsel at the hearing did not include substantive comments not contained in the Vichy Springs' comment letters. As a result, the FEIR only addresses the comments contained in the written comment letters from Vichy Springs.

The responses to the comment letters are contained in Chapter 3 of the Final EIR (pages 3-1 to 3-17). The revisions to the DEIR made in response to the comments are contained in Chapter 4 (pages 4-1 to 4-14). A table found on page 2-1 in Chapter 2 of the FEIR contains the letter designation for each comment letter. Each comment in each letter is assigned a number (e.g., B-1 in California Water Board letter (B) is the first comment to which the FEIR responds).

The purpose of the hearing is to receive a presentation from Steven Brown of SMB Environmental who prepared the DEIR and FEIR and consider any comments from members of the public concerning the response to comments and the proposed revisions to the DEIR contained in the FEIR. Public comments can be submitted in writing prior to or at the hearing or made verbally during the hearing. The purpose of the hearing is not to receive comments or evidence concerning the DEIR, since the 45-day public comment period on the DEIR closed on January 9, 2020.

The EIR finds that there are no significant adverse environmental impacts from the proposed project that cannot be reduced to a less than significant impact. It finds that an artificial cover with artificial grass turf has no significant adverse environmental impacts, including to aesthetics or viewsheds, and is superior to a clay cover under natural grass vegetation, both based on its environmental impacts as compared to the impacts of the clay cover and in achieving the project's objectives.

The comments from Vichy Springs dispute these findings. The response to those comments are set forth in Chapter 3 of the FEIR at pages 3-5 to 3-14 and 3-14 to 3-17.

The FEIR revises the DEIR to make relatively minor changes shown in redline/strikeout format at pages 4-1 to 4-33 in response to the comments received during the public comment period and in a separate section 4.2.2 at pages 4-24 to 4-30, to compare the artificial turf cover with the natural clay cover.

The resolution in Attachment 1 adopts the Findings of Fact, attached to this ASR as Attachment 2 which contains the findings of fact that support certification of the EIR in accordance with CEQA requirements

Recommended Action: Take two actions in the following order: (1) adopt the Resolution attached as Attachment 1 adopting the Statement of Facts (Attachment 2), which makes findings of fact and certifies as complete the final EIR for the Closure and Post-Closure Maintenance Plan and (2) approve the Closure and Post-Closure Maintenance Plan.

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

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADOPTING AN ENVIRONMENTAL IMPACT REPORT, MITIGATION MONITORING AND REPORTING PROGRAM, AND CEQA FINDINGS OF FACT IN ACCORDANCE WITH THE CALIFORNIA ENVIRONMENTAL QUALITY ACT FOR THE PUBLIC WORK'S UKAH LANDFILL CLOSURE PROJECT

WHEREAS, the City of Ukiah (City) prepared an Environmental Impact Report for the Public Works Ukiah Landfill Closure Project (Proposed Project) in accordance with the requirements of the California Environmental Quality Act of 1970, as amended ("CEQA"), and state and local guidelines implementing CEQA; and

WHEREAS, the City is the CEQA Lead Agency on the Proposed Project, and the City Council is the decision-making body for the Proposed Project; and

WHEREAS, the City's Ukiah Landfill is located approximately three miles east of the City of Ukiah within the unincorporated area of Mendocino County; and

WHEREAS, waste disposal operations at the Ukiah Landfill began in 1955 at the eastern end of the landfill footprint and progressed upslope and westward; and

WHEREAS, the Ukiah Landfill occupies approximately 40-acres of a 283.5-acre parcel having a maximum width of approximately 1,000-feet in the north-south direction and a maximum length of about 3,500-feet in the east-west direction; and

WHEREAS, dwellings around the Ukiah Landfill property include a group of structures owned by the Vichy Springs Resort that are located within 500-feet of the City's south property line, but are well over 1,250 feet from the actual Ukiah Landfill area that is also separated visually by an elevation barrier/ridge; and

WHEREAS, the method of operation during the Landfill's development was a fill and cover approach in a canyon/gully terrain; and

WHEREAS, the Landfill operated as a nonhazardous Class III solid waste disposal site servicing the City of Ukiah and the surrounding area; and

WHEREAS, the types of waste received included garbage, rubbish, demolition and construction waste, brush, stumps, large appliances diverted as scrap metal and street refuse; and

WHEREAS, the Landfill ceased operations in September 2001; and

WHEREAS, the City's Public Works Department oversees the City's efforts to properly close the landfill according to the applicable regulatory standards to protect the public health and safety and the environment; and

WHEREAS, since the closing of operations in 2001, the City and its engineer (EBA Engineers) have been working with the various regulatory agencies and has evaluated numerous alternatives; and

WHEREAS, the City has selected an engineered alternative using an artificial tufted synthetic cover system instead of the clay layer and natural cover prescribed by 27 CCR § 21090 ("prescriptive clay layer") as the Proposed Project due to a variety of technical and cost considerations resulting in part from being located on steep 2:1 vertical to horizontal slopes; and

WHEREAS, the City prepared an EIR to evaluate its potential impacts pursuant to CEQA; and

WHEREAS, the City issued a Notice of Preparation (NOP) of the EIR February 2, 2017 (SCH #2017022009); and

WHEREAS, the NOP was circulated to the public, local, state, and federal agencies, and other interested parties to solicit comments on the Proposed Project during the 30-day comment period; and

WHEREAS, during the scoping period, the City held two (2) scoping meetings on February 15, 2017 to discuss the Proposed Project and to solicit public input as to the scope and content of the EIR; and

WHEREAS, the NOP and comments received are available for review in the Public Draft EIR; and

WHEREAS, in accordance with Sections 15087 and 15105 of the State CEQA Guidelines, the Public Draft EIR was circulated for public review and comment to lead and responsible agencies, as well as members of the public, for 45- days (November 13 through December 31, 2019 and was then extended through January 9, 2020); and

WHEREAS, the Public Draft EIR disclosed that the construction of the Proposed Project would result in short-term/temporary construction related impacts that can be reduced to less-than-significant impacts with the implementation of mitigation measures and best construction practices as identified in the Public Draft EIR; and

WHEREAS, operations of the Proposed Project would also generally result in less-than-significant impacts and/or any potentially significant impacts that can be reduced to less-than-significant levels with the implementation of mitigation measures and best practices as identified in the Public Draft EIR; and

WHEREAS, in connection with the approval of a project involving the preparation of a Public Draft EIR that identifies one or more significant environmental effects, CEQA requires the decision-making body of the lead agency to incorporate feasible mitigation measures that would reduce those significant environment effects to a less-than-significant level; and

WHEREAS, the Proposed Project will not individually or cumulatively have an adverse effect on wildlife resources, as defined in Section 711.2 of the California Department of Fish and Game Code; and

WHEREAS, whenever a lead agency approves a project requiring the implementation of measures to mitigate or avoid significant effects on the environment, CEQA also requires a lead agency to adopt a Mitigation Monitoring and Reporting Program (MMRP) to ensure compliance with the mitigation measures during project implementation; and

WHEREAS, the Public Draft EIR found that the Proposed Project does not directly create or induce growth in the Ukiah area because it does not provide a significant number of additional permanent jobs nor does it approve land development; and

WHEREAS, the Public Draft EIR found that the Proposed Project would not have any cumulatively considerable effects; and

WHEREAS, the during the 45-day Public Review Period the City received four (4) comment letters – two (2) from public agencies and two (2) from Vichy Springs Resort on the Public Draft EIR; and

WHEREAS, none of the comments, nor the City's responses change any of the outcomes or conclusions in the Public Draft EIR which would require the re-circulation or cancellation of the Public Draft EIR; and

WHEREAS, the City prepared a Final EIR document that responded to all of the comments received during the 45-day public review period and also prepared a Mitigation Monitoring and Reporting Program (MMRP) to ensure compliance with the identified mitigation measures identified and proposed in the Public Draft EIR, and

WHEREAS, all of the commenters on the Public Draft EIR have been given a copy of the Final EIR with the City's responses to those comments and have been invited to this City Council

Meeting to express any issues and concerns they may have; and

WHEREAS, no public (or other) comments were received from the four public agencies in regard to the City's responses to their comments in the Final EIR.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF UKIAH AS FOLLOWS:

THE CITY COUNCIL does hereby make the following findings: (1) it has independently reviewed, analyzed and based its decision on the whole of the record, which includes those items identified in Public Resources Code Section 21167.6(e), including, but not limited to, the Public Draft and Final EIR, the staff reports and other information in the administrative record. The City Council has considered the information contained therein, prior to acting upon or approving the Project, (2) the Public Draft and Final EIR prepared for the Proposed Project has been completed in compliance with CEQA and consistent with state and local guidelines implementing CEQA, and (3) the Public Draft and Final EIR represents the independent judgment and analysis of the City as lead agency for the Proposed Project. The City Council designates the City's Director of Public Works Department as the custodian of documents and records of proceedings on which this decision is based.

THE CITY COUNCIL does hereby adopt the MMRP prepared for the Proposed Project. The Public Draft, Final EIR, and MMRP are: (1) on file with the City at its Public Works Department at 300 Seminary Avenue, Ukiah, California 95482 and (2) available for inspection by any interested person.

THE CITY COUNCIL does hereby adopt the CEQA Findings of Fact that has been prepared for the Proposed Project. The CEQA Findings of Fact are: (1) on file with the City at its Public Works Department at 300 Seminary Avenue, Ukiah, California 95482 and (2) available for inspection by any interested person.

THE CITY COUNCIL does hereby authorize the Director of Public Works to file the Notice of Determination with the California State Clearinghouse and the Mendocino County Recorder-Clerk, along with a check for \$3,393 for the required California Fish and Wildlife Filing Fee (\$3,343) and the Mendocino County Processing Fee (\$50) within five (5) days of this resolution as required by CEQA.

THE CITY COUNCIL does hereby approve and adopt and directs the Public Works Department to submit to CalRecycle and the North Coast Regional Water Quality Control Board for approval the Final Closure and Postclosure Maintenance Plan for the City of Ukiah Landfill Mendocino County (April 2019), prepared by EBA Engineering which is: (1) on file with the City at its Public Works Department at 300 Seminary Avenue, Ukiah, California 95482 and available for inspection by any interested person.

PASSED AND ADOPTED this 20th day of May, 2020, by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk

Attachments:

- 1) Final Environmental Impact Report with Mitigation Monitoring and Reporting Program
- 2) CEQA Findings of Fact

Final Environmental Impact Report City of Ukiah's Landfill Closure Project

SCH#: 2017022009



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1.0 Introduction

The City of Ukiah (City), Department of Public Works - Solid Waste Division, has prepared this Environmental Impact Report (EIR) in accordance with the California Environmental Quality Act (CEQA) to provide the public and responsible agencies with information about the potential environmental effects of the City's proposed Ukiah Landfill Closure Project (Proposed Project/Project). The Findings of Fact (Findings) presented herein address the environmental effects associated with the Proposed Project that are described and analyzed within the Final EIR. These Findings have been made pursuant to California Environmental Quality Act (CEQA; California Public Resources Code Section 21000 et seq.), specifically Public Resources Code Sections 21081 and 21081.6, as well as the CEQA Guidelines (14 CCR 15000 et seq.) Sections 15091 and 15093.

Public Resources Code Section 21081 and CEQA Guidelines Section 15091 require that the City as the Lead Agency for this Project, prepare written findings for any identified significant environmental effects along with a brief explanation of the rationale for each finding. Specific findings under CEQA Guidelines Section 15091(a) are:

1. Changes or alterations have been required in, or incorporated into, the project which avoid or substantially lessen the significant environmental effects as identified in the Final EIR.
2. Such changes or alterations are within the responsibility and jurisdiction of another public agency and not the agency making the finding. Such changes have been adopted by such other agency or can and should be adopted by such other agency.
3. Specific economic, legal, social, technological, or other considerations, including provision of employment opportunities for highly trained workers, make infeasible the mitigation measures or project alternatives identified in the Final EIR.

Further, in accordance with Public Resources Code Section 21081 and CEQA Guidelines Section 15093, whenever significant effects cannot be mitigated to below a level of significance, the City as the decision-making agency is required to balance, as applicable, the benefits of the project against its unavoidable environmental risks when determining whether to approve the project. If the benefits of a project outweigh the unavoidable adverse environmental effects, the adverse effects may be considered "acceptable," in which case the lead agency must adopt a formal statement of overriding considerations.

The Final EIR identified potentially significant environmental effects that could result from construction and implementation of the Proposed Project. Those effects were related to air quality, biological resources, and cultural, paleontological and tribal resources. However, with the implementation of appropriate mitigation measures identified in the Draft EIR and the Mitigation Monitoring and Reporting Program (MMRP) in the final EIR, all of the potential impacts could be avoided and/or reduced to less-than-significant levels. The Draft and Final EIR did not find any significant unmitigable impacts and thus a statement of overriding considerations is not necessary nor required.

2.0 Project Goals and Objectives

The overall purpose of the Proposed Project is to close the Ukiah Landfill in accordance with the applicable regulatory standards. Specifically, the components and systems required for closure of the landfill include the final cover and grading design to control stormwater, potential infiltration and accommodate future settlement, landfill slope stability, construction quality assurance, drainage and erosion control systems, landfill gas control and monitoring systems, groundwater/surface water monitoring systems, and site security.

3.0 Project Description

As described in Chapter 2, Project Description of the Draft EIR, the Ukiah Landfill is located approximately three miles east of the City of Ukiah within the unincorporated area of Mendocino County. The Landfill is an approximately 40-acre part of a 283.5-acre parcel of land and has a physical address of 3100 Vichy Springs Road, Ukiah, California in the southeast ¼ of Section 10, Township 15 north, Range 12 west, Mount Diablo Base and Meridian. The property is further identified by Mendocino County Assessor's Parcel Number 178-130-01.

Closure of the Ukiah Landfill will be performed in accordance with the applicable regulatory standards. The components and systems required for closure of the landfill include the final cover and grading design to control stormwater, potential infiltration and accommodate future settlement, landfill slope stability, construction quality assurance, drainage and erosion control systems, LFG control and monitoring systems, groundwater/surface water/leachate monitoring systems, and site security. As outlined in 27 CCR, §20950, the primary performance goal for final closure is to minimize the infiltration of water into the waste, thereby minimizing the production of leachate and LFG. The proposed final cover design for the Landfill areas will consist of the following layers, from top to bottom:

- Minimum 5/8-inch thick sand infill layer;
- Specialized tufted geotextile;
- 50-millimeter linear low-density polyethylene (LLDPE) geomembrane liner; and
- A minimum two-foot thick foundation layer.

This final cover design for the Landfill areas is an engineered alternative final cover consistent with 27 CCR, §20080.

4.0 Purpose of the EIR

The purpose of this EIR is to provide the public and responsible and trustee agencies with information about the potential environmental effects of the Proposed Project. This Draft EIR was prepared in compliance with the California Environmental Quality Act (CEQA) (Public Resources Code Section 21000et seq.) of 1970 (as amended), and the CEQA Guidelines (California Code of Regulations, Title 14). As described in CEQA guidelines Section 15121(a), an EIR is a public information document that assesses potential environmental effects of the Proposed Project, and identifies mitigation measures and alternatives to the Proposed Project that would reduce or avoid adverse environmental impacts. CEQA requires that state and local government agencies consider the environmental consequences of projects over which they have discretionary authority.

5.0 Findings of Fact

Having received, reviewed, and considered the information in the Draft and Final EIR for this Project, as well as the supporting administrative record, the City hereby makes findings pursuant to, and in accordance with, Sections 21081, 21081.5, and 21081.6 of the Public Resources Code.

5.1 Environmental Effects Found Not to be Significant

Through the preparation of the Draft 2016 Initial Study/Mitigated Negative Declaration (IS/MND) it was determined that an EIR should be prepared for this Proposed Project. Subsequently and through project scoping and the environmental analysis contained within the Draft and Final EIR, it was determined that the Proposed Project would not result in a potential significant effect on the environment with respect to aesthetics/visual resources; agricultural and forestry resources; energy resources; geology, soils, and

seismicity; greenhouse gases; hydrology and water quality; hazards and hazardous materials; land use and planning; mineral resources; noise; population and housing; public services; recreation; traffic and transportation; utilities and service systems; growth inducing effects; and cumulative effects. A summary of the reasons for this determination can be found in the Draft and Final EIR. No further findings are required for these subject areas.

5.2 Findings for Significant but Mitigated Effects

The following findings have been made for the significant environmental effects identified in the Draft EIR related to air quality; biological resources; and cultural, paleontological, and tribal resources.

Air Quality

Implementation of the Proposed Project could result in temporary potentially significant impacts to air quality as follows:

Impact 3.2-2: Construction of the Proposed Project Could Result in a Cumulatively Considerable Net Increase of any Criteria Pollutant Under an Applicable Federal or State Ambient Air Quality Standard.

Impact 3.2-6: Would Construction of the Proposed Project Result in Other Emissions (Such as Naturally Occurring Asbestos) Adversely Affecting a Substantial Number of People.

Finding:

Changes or alterations have been required in, or incorporated into, the Proposed Project which would avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. (*Section 15091(a)(1)*).

Mitigation Measures:

Pursuant to CEQA Guidelines Section 15091, the following mitigation measures have been included in the Mitigation Monitoring and Reporting Program (MMRP) that is to be adopted concurrently with these findings.

Mitigation Measure 3.2-1: Fugitive Dust Control Measures: The following airborne dust control measures shall be required during all construction operations, grading of roads, or the clearing of land (MCAQMD Rule 1-430- Fugitive Dust Emissions):

- All visibly dry disturbed soil road surfaces shall be watered to minimize fugitive dust emissions.
- All unpaved surfaces, unless otherwise treated with suitable chemicals or oils, shall have a posted speed limit of 10 miles per hour.
- Earth or other material that has been transported by trucking or earth moving equipment, erosion by water, or other means onto paved streets shall be promptly removed.
- Asphalt, oil, water or suitable chemicals shall be applied on materials stockpiles, and other surfaces that can give rise to airborne dusts.
- All earthmoving activities shall cease when sustained winds exceed 15 miles per hour.
- The operator shall take reasonable precautions to prevent the entry of unauthorized vehicles onto the site during non-work hours.
- The operator shall keep a daily log of activities to control fugitive dust.

Mitigation Measure 3.2-6: Develop and Submit NOA Dust Mitigation Plan. Prior to construction of the Proposed Project (if an exemption is not granted because it is determined that NOA is not found on the project site), the City shall submit a NOA Dust Mitigation Plan to the MCAQMD and comply with NOA requirements of the MCAQMD and Title 17 California Code of Regulations §93105. Specifically, the MCAQMD requires that the following control measures are implemented at the start and maintained throughout the duration of the construction or grading activity (one acre or greater), in accordance with Title 17 California Code of Regulations §93105:

- Submittal of an Asbestos Dust Mitigation Plan in accordance with Section 93105(e)(4)
- All Asbestos Dust Mitigation Plan requirements must be implemented and maintained throughout project.
- Stabilize disturbed areas after construction.
- Report and record all geologic survey and sampling analysis results.
- All fill removed from areas containing NOA must be disposed of in accordance with all applicable laws and regulations.
- Approved dust suppressants are to be used on all unpaved surfaces annually.
- Construction within ¼ mile of a school, hospital, or other sensitive receptors can occur only with a District permit.
- Discovery of NOA after start of a project requires stoppage of work, notification to the District and implementation of NOA requirements for the project size prior to restarting of work.
- All on-site workers must be notified of the presence or possible presence of NOA per OSHA requirements.

Significance after Mitigation:

With the incorporation of the above mitigation measures, significant environmental effects to air quality would be reduced to less-than-significant.

Biological Resources

Implementation of the Proposed Project could result in temporary potentially significant impacts to biological resources as follows:

Impact 3.3-1: Construction of the Proposed Project could have a substantial adverse effect, either directly or through habitat modifications, on any species identified as a candidate, sensitive, or special-status species in local or regional plans, policies, or regulations, or by the California Department of Fish and Wildlife or U.S. Fish and Wildlife Service.

Impact 3.3-3: Construction of the Proposed Project could have a substantial adverse effect on federally protected waters of the U.S. as defined by Section 404 of the federal Clean Water Act or protected waters of the state as defined by Section 1600 et seq. of the California Fish and Game Code (including, but not limited to, marshes, vernal pools, and coastal wetlands) through direct removal, filling, hydrological interruption, or other means.

Finding:

Changes or alterations have been required in, or incorporated into, the Proposed Project which would avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. (*Section 15091(a)(1)*).

Mitigation Measures:

Pursuant to CEQA Guidelines Section 15091, the following mitigation measures have been included in the Mitigation Monitoring and Reporting Program (MMRP) that is to be adopted concurrently with these findings.

Mitigation Measure 3.3-1a: Conduct A Preconstruction Survey for Special Status Wildlife Species. A qualified biologist shall conduct a pre-construction survey for state and federal special status wildlife species no more than 10-days prior to construction. A combination of visual and trapping surveys may be performed with authorization from CDFW and/or USFWS. If a wildlife special species such as the western pond turtle, and/or the yellow-legged frog is found near any proposed construction areas, impacts on individuals and their habitat shall be avoided to the extent feasible. If occupied habitat can be avoided, an exclusion zone shall be established around the habitat and temporary suitable/authorized fencing shall be installed around the buffer area with "Sensitive Habitat Area" signs posted and clearly visible on the outside of the fence. If avoidance is not possible and the species is determined to be present in work areas, the biologist with approval and permits from CDFW may capture the wildlife special status species prior to construction activities and relocate them to nearby, suitable habitat a minimum of 300-feet from the work area. Exclusion fencing shall then be installed if feasible to prevent them from reentering the work area. For the duration of work in these areas, the biologist shall conduct regular follow-up visits during and throughout construction activities to monitor effectiveness.

Mitigation Measure 3.3-1b: Conduct Bird Breeding and Nesting Surveys. For construction activities that occur between February 1 and August 31, preconstruction breeding and nesting bird surveys shall be conducted by a qualified biologist prior to and within 3-days of any initial ground-disturbance activities to prevent birds from nesting between the survey and the start of construction. Typically, nesting birds can build a nest in approximately 4 days. Surveys shall be conducted within all suitable nesting habitat within 250-feet of the activity. All active, non-status passerine nests identified at that time shall be protected by a 75-100-foot radius minimum exclusion zone. Active raptor or special-status species nests shall be protected by a buffer with a minimum radius of 200-feet. CDFW and USFWS recommend that a minimum 500-foot exclusion buffer be established around active special-status species nests. The following considerations apply to this mitigation measure:

- Survey results are valid for 7-days from the survey date. Should ground disturbance commence later than 7-days from the survey date, surveys should be repeated. If no breeding birds are encountered, then work may proceed as planned.
- Exclusion zone sizes may vary, depending on habitat characteristics and species, and are generally larger for raptors and colonial nesting birds. Each exclusion zone would remain in place until the nest is abandoned or all young have fledged.
- The non-breeding season is defined as September 1 to January 31. During this period, breeding is not occurring and surveys are not required. However, if nesting birds are encountered during work activities in the non-breeding season, disturbance activities within a minimum of 50-feet of the nest should be postponed until the nest is abandoned or young birds have fledged.

Mitigation Measure 3.3-1c: Conduct a Bat Habitat Assessment of Trees: Removal of trees containing suitable bat roosting habitat comprised of cavities, crevices, and/or exfoliating bark, may cause direct mortality of roosting bats if removed during maternity season (April 15 to August 31) prior to self-sufficient volancy of pups, or in winter during torpor or hibernation (October 16 to February 28). Removal of larger mature trees has the potential of causing direct mortality of solitary tree-roosting species such as western red bat or hoary bat. Minimization Measures identified in Sections 1.3.7, and 1.3.8 will reduce these impacts to less than significant. However,

if the construction timing is changed and construction must occur between April 15 and August 31 or October 15 and February 29, a bat habitat assessment will be conducted.

For those trees with suitable potential habitat, presume presence of roosting bats, then conduct two-step tree removal during seasonal periods of bat activity, so that bats can safely abandon the tree prior to removal. These dates are:

A) between March 1 (or after evening temperatures rise above 45F and 72 hours after rains fall to less than 0.5-inches in 24 hours) and April 15 (maternity season), after which time non-volant pups are present in maternity roosts, and;

B) between September 1, after young are self-sufficiently volant, and October 15 (winter hibernation), or before evening temperatures fall below 45F, and 72 hours prior to onset of rains greater than 0.5-inches in 24 hours.

A qualified bat biologist experienced with two-step removal procedures is required to instruct and provide initial supervision of tree cutting crews on Day 1 so that they do not accidentally remove potential habitat features, which could result in direct mortality of bats. On Day 2, the day following trimming and removal of non-habitat roost features on habitat trees, the tree is removed. Any new tree cutting crew members added to the crew will require instruction and initial supervision by a qualified bat biologist.

Mitigation Measure 3.3-1d: Environmental Awareness Training. All construction personnel shall be given environmental awareness training by the Proposed Project's environmental inspector or biological monitor before the start of construction. The training will familiarize all construction personnel with the federally listed species that may occur in the Action Area, their habitats, general provisions and protections afforded by the Endangered Species Act, measures to be implemented to protect these species, and the project boundaries. This training will be provided to any new worker before they are authorized to perform project work. As part of the environmental awareness training, construction personnel will be notified that no dogs or any other pets under control of construction personnel will be allowed in the Project Area, and that no firearms will be permitted in the Project Area, unless carried by authorized security personnel or law enforcement.

Mitigation Measure 3.3-1e: Biological Monitor. A CDFW-approved Biological Monitor will be present on site for all construction activities that occur within 100-feet of suitable habitats for state and/or federally listed species that may be present during the Proposed Project. The City will submit the Biological Monitor's qualifications to the CDFW for approval 30-days prior to project construction. The Biological Monitor will ensure that all applicable avoidance and minimization measures are implemented during project construction. Specifically, the Biological Monitor will also ensure that:

- All vehicles entering the site are free of debris that may harbor organisms that could be introduced to the site, such as vegetation or mud from other areas.
- Turbidity, sedimentation, and the release of materials such as dust or construction runoff are controlled, and that spill control measures are enacted properly.
- No state or federally listed species and/or their habitats experience unintended effects.

The Biological Monitor will have the authority to stop any work activities that could result in unintended adverse effects to covered species and/or their habitats.

Mitigation Measure 3.3-1f: Staging Areas and Access Routes. Placement of all staging areas, access roads, and other facilities will avoid and limit disturbance-sensitive habitats (e.g., riparian habitat, suitable habitats) as much as possible. All staging and material storage areas, including the locations where equipment and vehicles are parked overnight, will be placed outside of the flood

zone of a watercourse, away from riparian habitat or wetland habitat, and away from any other sensitive habitats. When possible, staging and access areas will be situated in areas that are previously disturbed, such as developed areas, paved areas, parking lots, areas with bare ground or gravel, and areas clear of vegetation.

Mitigation Measure 3.3-3a: Protect Jurisdictional Waters and Sensitive Habitat Areas. The City shall implement the following measures to protect jurisdictional waters and sensitive habitats.

- Request a verification of the pre-construction delineated boundaries from the Corps. Following verification of the delineation boundaries from the Corps, the City shall develop measures to avoid impacts to jurisdictional wetlands.
- After final design, quantify impacts to wetlands and other waters. Submit to the Corps a permit application for discharge of fill material into waters of her United States, pursuant to Section 404 of the Clean Water Act.
- Install and maintain appropriate erosion and sedimentation controls during and following construction.
- Obtain a streambed alteration agreement with the California Department of Fish and Wildlife, pursuant to Section 1601 of the Fish and Game Code, before initiating construction within the 100-year floodplain of any stream crossing.
- Develop and implement mitigation plans for impacts to wetlands. Replace eliminated wetlands at a 1:1 ratio so there is no net loss of wetlands. Temporarily impacted wetlands should be restored onsite. Stockpile topsoil removed from wetlands and store in upland landscape positions. Following construction disturbance, restore the land surface contours and backfill the top 6- to 12-inches with stockpiled topsoil.
- Following Project completion, monitor the site to assess mitigation success. Success criteria should be clearly defined for all measures implemented to mitigate for project impacts to wetlands. Yearly reports should be submitted to the Corps until implementation has been determined to be successful.

Significance after Mitigation:

With the incorporation of the above mitigation measures, significant environmental effects to biological resources would be reduced to less-than-significant.

Cultural, Paleontological, and Tribal Resources

Implementation of the Proposed Project could result in temporary potentially significant impacts to Cultural, Paleontological, and Tribal Resources as follows:

Impact 3-4.2: Construction of the Proposed Project could cause a substantial adverse change in the significance of an archaeological resource pursuant to CEQA Guidelines §15064.5.

Impact 3.4-3: Construction of the Proposed Project could directly or indirectly destroy a unique paleontological resource or site or unique geologic feature.

Impact 3.4-4: Construction of the Proposed Project could disturb any human remains, including those interred outside of formal cemeteries.

Impact 3.4-5: Construction of the Proposed Project could cause a substantial adverse change in the significance of a tribal cultural resource.

Finding:

Changes or alterations have been required in, or incorporated into, the Proposed Project which would avoid or substantially lessen the significant environmental effect as identified in the Draft EIR. (*Section 15091(a)(1)*).

Mitigation Measures:

Pursuant to CEQA Guidelines Section 15091, the following mitigation measures have been included in the Mitigation Monitoring and Reporting Program (MMRP) that is to be adopted concurrently with these findings.

Mitigation Measure 3.4-2: Halt Work if Cultural Resources are Discovered. In the event that any prehistoric or historic subsurface cultural resources are discovered during ground disturbing activities, all work within 100-feet of the resources shall be halted and after notification, the City shall consult with a qualified archaeologist to assess the significance of the find. If any find is determined to be significant (CEQA Guidelines 15064.5[a][3] or as unique archaeological resources per Section 21083.2 of the California Public Resources Code), representatives of the City and a qualified archaeologist shall meet to determine the appropriate course of action. In considering any suggested mitigation proposed by the consulting archaeologist in order to mitigate impacts to historical resources or unique archaeological resources, the lead agency shall determine whether avoidance is necessary and feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is infeasible, other appropriate measures (e.g., data recovery) shall be instituted. Work may proceed on other parts of the project site while mitigation for historical resources or unique archaeological resources is carried out.

Mitigation Measure 3.4-3: Stop Work if Paleontological Remains are Discovered. If paleontological resources, such as fossilized bone, teeth, shell, tracks, trails, casts, molds, or impressions are discovered during ground-disturbing activities, work will stop in that area and within 100-feet of the find until a qualified paleontologist can assess the significance of the find and, if necessary, develop appropriate treatment measures in consultation with the City.

Mitigation Measure 3.4-4: Halt Work if Human Remains are Found. If human remains are encountered during excavation activities conducted for the Proposed Project, all work in the adjacent area shall stop immediately and the Mendocino County Coroner's office shall be notified. If the Coroner determines that the remains are Native American in origin, the Native American Heritage Commission shall be notified and will identify the Most Likely Descendent, who will be consulted for recommendations for treatment of the discovered human remains and any associated burial goods.

Mitigation Measure 3.4-5: Halt Work if Tribal Cultural Resources are Discovered. In the event that any tribal cultural resources are discovered during ground disturbing activities, all work within 100-feet of the resources shall be halted and after notification, the City shall consult with a qualified archaeologist and local tribes to assess the significance of the find. If any find is determined to be significant as a unique tribal cultural resource, the City shall treat the resource with culturally appropriate dignity, taking into account the tribal cultural values and meaning of the resource, including to, but not limited to, the following:

- Protecting the cultural character and integrity of the resource;
- Protecting the traditional use of the resource; and
- Protecting the confidentiality of the resource.

In considering any suggested mitigation proposed by the consulting archaeologist and/or the appropriate tribe in order to mitigate impacts to any tribal cultural resources find, the City shall determine whether avoidance is feasible in light of factors such as the nature of the find, project design, costs, and other considerations. If avoidance is infeasible, other appropriate measures (e.g., data recovery) shall be instituted and coordinated with the appropriate tribe(s). Work may proceed on other parts of the project site while mitigation measures for tribal cultural resources or other unique archaeological resources are carried out.

Significance after Mitigation:

With the incorporation of the above mitigation measures, significant environmental effects to Cultural, Paleontological, and Tribal Resources would be reduced to less-than-significant.

5.3 Findings for Significant and Unavoidable Effects

Public Resources Code 21081 and 21081.5, and CEQA Guidelines Section 15093, require that the City balance economic, legal, social, technological, or other benefit(s) of a proposed project against its unavoidable environmental effects when determining to approve a project. If specific economic, legal, social, technological, or other benefit(s) outweigh the unavoidable adverse environmental effect, the adverse effects may be considered “acceptable”.

The Proposed Project does not have any significant and unavoidable effects.

5.4 Mitigation Monitoring and Reporting Program and Project Design Features

As referenced above in the findings, a MMRP has been prepared for the project and is to be adopted concurrently with these findings and statement of overriding considerations pursuant to Public Resources Code Section 21081(a)(1). The MMRP is a separate stand-alone document that will be used by the City to track compliance with the project mitigation measures. The MMRP will remain available for public review during the compliance period, which includes pre-construction coordination, construction, and post-construction documentation.

6.0 Project Alternatives

CEQA requires that a reasonable range of feasible alternatives be evaluated in an EIR. The CEQA Guidelines, Section 15126.6, *Consideration and Discussion of Alternatives to the Proposed Project*, specify the following:

“(a) Alternatives to the Proposed Project. An EIR shall describe a range of reasonable alternatives to the project, or to the location of the project, which would feasibly attain most of the basic objectives of the project but would avoid or substantially lessen any of the significant effects of the project, and evaluate the comparative merits of the alternatives. An EIR need not consider every conceivable alternative to a project. Rather, it must consider a reasonable range of potentially feasible alternatives that will foster informed decision-making and public participation. An EIR is not required to consider alternatives that are infeasible. The lead agency is responsible for selecting a range of project alternatives for examination and must publicly disclose its reasoning for selecting (and eliminating) those alternatives. There is no ironclad rule governing the nature or scope of the alternatives to be discussed other than the rule of reason. (*Citizens of Goleta Valley v. Board of Supervisors* (1990) 52 Cal.3d 553 and *Laurel Heights Improvement Association v. Regents of the University of California* (1988) 47 Cal.3d 376).”

With respect to the feasibility of alternatives, the CEQA Guidelines state, “among the factors that may be taken into account when addressing the feasibility of alternatives are site suitability, economic viability, availability of infrastructure, general plan consistency, jurisdictional boundaries, and whether an applicant can reasonably acquire, control or otherwise have access to the alternative site.” The CEQA Guidelines also state that the alternatives discussion should not be remote or speculative and need not be presented in the same level of detail as the assessment of the Proposed Project.

Section 15126.6(b) of the CEQA Guidelines provides:

(b) Purpose. Because an EIR must identify ways to mitigate or avoid the significant effects that a project may have on the environment (Public Resources Code Section 21002.1), the discussion of alternatives shall focus on alternatives to the project or its location which are capable of avoiding or substantially lessening any significant effects of the project, even if these alternatives would impede to some degree the attainment of the project objectives, or would be more costly.

The EIR finds that proposed project using the ClosureTurf cover does not have significant adverse environmental impacts, including on viewsheds from public or private property that the Compacted Clay and/or Geo Synthetic Clay Layers with Natural Vegetation could lessen or avoid. Accordingly, the analysis of this alternative properly considers whether the Proposed Project better achieves the project objectives and at less cost than the Proposed Project.

Section 15126.6 (e) of the CEQA Guidelines also requires the analysis of a No Project Alternative. The purpose of describing and analyzing a No Project Alternative is to allow decision-makers the opportunity to compare the impacts of approving the proposed project with the impacts of not approving the proposed project. The CEQA Guidelines state that the No Project Alternative is the circumstance under which the project would not proceed. If the No Project Alternative would not result in the preservation of existing conditions, the consequences of not approving the Proposed Project should also be discussed.

As detailed in Chapter 3 – Environmental Analysis of the Draft EIR and discussed above, the Proposed Project would have several potentially significant impacts to the environment. However, with the implementation of the identified and corresponding mitigation measures, all of the potentially significant impacts can be reduced to less-than-significant levels. CEQA Guidelines §15126.6(c) recommends that an EIR briefly describe the rationale for selecting the alternatives to be discussed. The following factors were considered in identifying and considering a reasonable range of alternatives to the Project:

- Does the alternative accomplish all or most of the primary Project objectives?
- Is the alternative feasible, from an economic, environmental, legal, social and technological standpoint?
- Does the alternative avoid or lessen any significant environmental effects of the Project?

To that end, the Draft EIR identified and considered the following alternatives:

- The CEQA required No Project Alternative
- Compacted Clay and/or Geo Synthetic Clay Layers with Natural Vegetation Closure Alternative
- Relocation of the Ukiah Landfill
- Alternative/Synthetic Specialized Tufted Geotextile Landfill Turf Cover Color

Consistent with CEQA, the City prepared a preliminary evaluation of these alternatives and eliminated all of the alternatives from further consideration, except for the CEQA required No Project Alternative. A summary of this evaluation and the rationale for the elimination of each alternative is disclosed in Chapter 4 of the Draft EIR. The No Action Alternative is not a legally feasible alternative as the Ukiah Landfill would not be properly closed according to state and local regulations and would be susceptible to slope instability, potential water quality impacts to surface water and groundwater resources due to inadequate cover leading to drainage and erosion issues during inclement weather/stormwater, and the potential for inadequate landfill gas control and monitoring leading to air quality issues and impacts. Under the No Action Alternative, the City would be potentially susceptible for a variety of water quality and air quality violations and fines. However, due to CEQA requirements, the No Project Alternative must still be evaluated against the Proposed Project.

Of particular concern to several commenters on the Draft EIR was the elimination of the Compacted Clay and/or Geo Synthetic Clay Layers with Natural Vegetation Closure Alternative. However, the Ukiah Landfill

is located on steep, 2:1 plus, slopes and the potential for a clay and/or geosynthetic clay layer alternative failure is **unreasonably quite high**. Such a failure could result in **significant** water quality **issues to** the unnamed creek alongside the Ukiah Landfill, which drains into Sulfur Creek and then the Russian River. Further, forensic analyses of a number of natural landfill cover slope failures over the last 20-plus years has shown that both Compacted Clay and Geosynthetic Clay Liners fail due to pore water pressure rise in saturated cover soils building up beneath the clay layers; particularly on steep slopes such as the conditions of the Ukiah Landfill. In short, the heavy clay layers assist in the probability of slope failure. Further, CalRecycle has approved numerous alternative landfill covers that are similar to the Proposed Project throughout the State of California and they have proven to be a viable alternative, especially on landfills with steep slopes.

From an environmental perspective, the Compacted Clay and/or Geo Synthetic Clay Layers with Natural Vegetation Closure Alternative would also cause a substantial increase in temporary construction impacts to air quality, noise, and traffic issues over the Proposed Project as it would require the need to excavate and/or import (transport) significant quantities of clay sources and natural vegetation cover soils of to the site and spread them over the 40-acre Ukiah Landfill. Also, from an operational standpoint, this alternative would result in increased maintenance impacts (and costs) from having to maintain the natural grass/vegetation to prevent fires and keep rodents from compromising the clay layer structure, which would then contribute to a substantial increase in traffic, air quality, noise, and other potential environmental impacts.

However, to avoid controversy over whether the Compacted Clay and/or Geo Synthetic Clay Layers with Natural Vegetation Closure is feasible, the City expanded upon its environmental evaluation of that alternative, without determining that it is infeasible. However, as allowed by Section 15126.6(b) of the CEQA Guidelines, the Final EIR takes into consideration whether this alternative would impede to some degree the attainment of the project objectives and would be more costly. Specifically, this alternatives analysis includes a detailed discussion of the Compacted Clay and/or Geo Synthetic Clay Layer Alternative against the Proposed Project and within each of the environmental resource areas/categories. The conclusions are the same. From an environmental perspective, the Compacted Clay and/or Geo Synthetic Clay Layers with Natural Vegetation Closure Alternative would cause an increase in temporary construction impacts to air quality, biological resources, water quality, and noise as compared to the Proposed Project as the alternative would require the need to excavate and/or possibly import (transport) significant quantities of clay sources and natural vegetation cover soils to the site and spread them over the 40-acre Ukiah Landfill. Also, from an operational standpoint, the Compacted Clay and/or Geo Synthetic Clay Layers with Natural Vegetation Closure Alternative would increase maintenance impacts (and costs) from having to maintain and repair slope failures as well as to maintain the natural grass/vegetation to prevent fires and keep rodents from compromising the clay layer structure, which would then contribute to increases in traffic, air quality, noise, and other potential environmental impacts over the Proposed Project.

This further evaluation of the Compacted Clay and/or Geo Synthetic Clay Layers with Natural Vegetation Closure Alternative does not constitute "significant new information", which would require recirculation of the Draft EIR. Significant new information is defined in Section 15088.5(a) of the State CEQA Guidelines as follows:

- (1) A new significant environmental impact would result from the project or from a new mitigation measure proposed to be implemented.
- (2) A substantial increase in the severity of an environmental impact would result unless mitigation measures are adopted that reduce the impact to a level of insignificance.
- (3) A feasible project alternative or mitigation measure considerably different from others previously analyzed would clearly lessen the environmental impacts of the project, but the project's proponents decline to adopt it.

- (4) The Draft EIR was so fundamentally and basically inadequate and conclusory in nature that meaningful public review and comment were precluded.

None of these circumstances has arisen from this expanded evaluation and/or comments on the Draft EIR; therefore, recirculation is not required.

As a result, the Proposed Project and artificial cover alternative remains as the City's selected alternative because it has many advantages over the Compacted Clay and/or Geo Synthetic Clay Layer with Natural Vegetation Closure Alternative and the No Project Alternative as the Proposed Project provides: 1) A proven stable cover on steep slopes due to the elimination of low interface strength pore water pressure and gas relief layers, 2) Decreased exposure to construction-related air quality, noise, and traffic impacts and potential significant and unavoidable long-term water quality impacts to surface and groundwater resources which could lead to significant fines, and 3) significant lower capital and on-going/perpetual maintenance costs. As a result, the Compacted Clay and/or Geo Synthetic Clay Layer with Natural Vegetation Closure Alternative has been considered and evaluated pursuant to CEQA requirements, but is not selected as it does not perform as well as the Proposed Project. The No Project Alternative is not a legally implementable alternative. As a result, the Proposed Project remains the City's selected alternative and is also the Environmentally Superior Alternative.

7.0 Statement of Overriding Consideration

The Proposed Project does not have any significant and unavoidable effects. Therefore, the City does not need, nor is required, to prepare any Statements of Overriding Consideration.

8.0 Statement of Location and Custodian of Documents

Public Resources Code Section 21081.6(a)(2) requires that the City, as the Lead Agency, specify the location and custodian of the documents of other materials that constitute the record of proceedings upon which its decision has been based. The following location is where review of the record may be performed:

The City of Ukiah
300 Seminary Avenue
Ukiah, California 95482-5400

The City has relied on all of the documents contained within the record of proceedings in reaching its decision on the project.



AGENDA SUMMARY REPORT

SUBJECT: Consideration of Adoption of a Resolution Adjusting the Current Fire Prevention Fees to Reflect the Actual Encumbered Costs, and Increase the List of Categories to Reflect Actual Items or Tasks Completed by the Prevention Office.

DEPARTMENT: Fire **PREPARED BY:** Ian Broeske, Fire Marshal, Doug Hutchison, Fire Chief
PRESENTER: Douglas Hutchison, Fire Chief; Ian Broeske, Fire Marshal

ATTACHMENTS:

1. Proposed Fee Schedule 2020
2. Fee Comparison
3. Ukiah Valley Fire Authority Prevention Bureau Summary
4. Explanations
5. Fire Department Fee Schedule Proposal PPT
6. Resolution for Fee Increase 2020- City

Summary: The City Council will consider adoption of a resolution making adjustments and additions to the current fee schedule to recover the actual cost of services provided by the Prevention Office for services and tasks currently provided. The goal of these adjustments and additions is to recover as near the actual costs of services provided by the Prevention Office / Fire Marshal as possible.

Background: The last time Ukiah Valley Fire Authority's (UVFA) fees were adjusted was in 2017. Prior to that, the last adjustment was in 1997. This was a small increase and not nearly enough to cover the fully encumbered costs of the services provided.

Discussion: Ukiah Valley Fire Authority recommends that the new fire fee rate be increased as outlined in Attachment 1 and in the Resolution (Attachment 6). The adjustments are based on the current encumbered rates. It has been noted through research of similar sized fire departments providing the same services that the proposed fees are within industry standards, as shown in Attachment 2. Additionally, the Ukiah Valley Fire District Board has recently approved an identical Fee Schedule.

In the PowerPoint presentation (Attachment 5), there are examples of research that has been put into ensuring the fees are fair and comparable to other Fire Departments and compliant with California State Law.

Key responsibilities of Fire Prevention include: annual inspections of detention facilities, public and private schools, hotels, motels, lodging places, apartment buildings, and other buildings used by the public. An example of the yearly duties of the Fire Prevention Bureau can be seen in Attachment 3. The increase in categories is needed, as some requests for services currently being received are not currently listed such as State Fire Marshal mandates such as Hotels, Motels and Schools. An explanation of each line item can be seen in Attachment 4. Where applicable, operational permits are issued to ensure that specific processes and storage of various materials are in accordance with the fire code.

The fee schedule is the mechanism to recover costs for services for new development and construction permits, operational permits required by the fire code, and consultation services for the public. Fire inspection

fees are recovered to address staff time and associated costs of providing services to the public.

Recommended Action: Adopt, by resolution, the proposed fee schedule to recover as close as possible the encumbered rate as presented and increase the categories of items the actual services performed.

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: Fire Chief Douglas Hutchison

Approved:


Sage Sangiacomo, City Manager

1	Minor Subdivision (4 Lots or Less)					\$495.00	
	Major Subdivision(Over 4 Lots)					\$495.00	
						<i>*plus \$20 per lot</i>	
2	Mobile Home Parks					\$55.00	
	* Per Lot/Space						
3	Site Development Permit					\$165.00	
4	Residential Plan Review					\$165.00	
	<i>* Plans only, required fire sprinkler plans & engineering</i>						
	<i>will be a deferred submittal, which shall require an additional fee (see below).</i>						
5	Commercial New Construction / Building Plan Review						
	<u>Sq. Ft. of Covered Building Area:</u>						
	0 - 500	\$165	<i>Plus \$80 Each Additional 10,000 sq. ft., or Portion Thereof. *Any inspections in addition to a rough and final incur; \$165 per hr. for each site inspection / visit, * May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour Fire Prevention time (165.00 Hr.)</i>				
	501 - 1,999	\$495					
	2,000 - 4,999	\$990					
	5,000 - 10,000	\$1,320					
	10,001 - 25,000	\$1,600					
	25,001 - 50,000	\$1,750					
	50,001 - 75,000	\$2,000					
	75,001 - 100,000	\$2,200					
	100,001 +	\$2,400					
6	Commercial Tenant Improvement Plan Review						
	<i>(Change in Occupancy Type requires "New Construction" Fee Schedule)</i>						
	<u>Sq. Ft. of Covered Building Area:</u>						
	0 - 2,999	\$330	<i>Plus \$80 Each Additional 10,000 sq. ft., or Portion Thereof. *Any inspections in addition to a rough and final incur; \$165 per hr. for each site inspection / visit, * May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour Fire Prevention time (165.00 Hr.)</i>				
	3,000 - 4,999	\$495					
	5,000 - 10,000	\$660					
	10,001 - 25,000	\$770					
	25,001 - 50,000	\$880					
	50,001 - 75,000	\$990					
	75,001 - 100,000	\$1,100					
	100,001 +	\$1,200					
7	Building and Zoning Compliance Review					\$80.00	
8	Re-Submittal of Plans					\$165.00	
	<i>(Charged Each Re-Submittal After Initial Submittal)</i>				<i>*Plus Consultant Fee, If Applicable</i>		
9	Automatic Sprinkler System CFC 105.7.1						
	<i>* May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour of Fire Prevention time (165.00 Hr.).</i>						
	Commercial NFPA 13 Tenant Improvement to Existing Sprinkler System					\$165.00 plus	
	*Less than 10 heads					\$0.00 per head	
	*Greater than 10 heads					\$3.50 per head	
	Commercial and Residential NFPA 13 & 13R					\$330.00 plus	
	*Automatic fire extinguishing systems, less than 100 heads.					\$3.50 per head	
	*Automatic fire extinguishing systems, more than 100 heads.					\$4.50 per head	
	Residential NFPA 13D					\$330.00 plus	
	*Automatic fire extinguishing systems, less than 100 heads.					\$3.50 per head	
	*Automatic fire extinguishing systems, more than 100 heads.					\$4.50 per head	
	Fixed fire-extinguishing System; Installation or modification					\$165.00	

10	Special Extinguishing Systems:			
	Pre-Engineered System		\$165.00	
			<i>*No More than 2 Heads</i>	
			<i>*Plus Consultant Fee, If Applicable</i>	
	Cooking Appliance Hood and Duct; <i>NFPA 17A</i>		\$330.00	
	Spray Booths; <i>CFC 105.6.45</i>		\$330.00	
	All Other Systems		\$330.00	
			<i>*Plus Consultant Fee, If Applicable</i>	
11	Fire Alarm Systems; <i>CFC 105.7.7</i>			
	Minor fire alarm modification (less than 15 devices)		\$220.00	
			<i>plus device fee*</i>	
	New or Major Modification		\$440.00	
	<i>*\$3.50 per device: i.e. panel; power supply; initiating device: heat, smoke, duct, water-flow, pull stations; notification device: strobe, horn, bell; etc.. *\$4.50 if in concealed space</i>		<i>plus device fee*</i>	
	Sprinkler monitoring only (residential)		\$220.00	
	(sprinkler and water-flow monitoring)			
12	Standpipe Systems:			
	<u>Sq. Ft. of Covered Building Area:</u>			
	0 - 4,999	\$275.00	<i>plus \$80 Each Additional 10,000 sq. ft. or Portion Thereof</i> <i>* \$165.00 added per floor of building</i>	
	5,000 - 10,000	\$495.00		
	10,001 - 25,000	\$715.00		
	25,001 - 50,000	\$935.00		
	50,001 - 75,000	\$1,100.00		
	75,001 - 100,000	\$1,350.00		
	100,001 +	\$1,550.00		
13	Fire Code Permits		Annually	
	Aerosol Products; <i>CFC 105.6.1</i>		\$165.00	
	Ammonium Nitrate Storage; <i>NFPA 1.12.8</i>		\$165.00	
	Amusement Buildings; <i>CFC 105.6.2</i>		\$275.00	
	Automotive Wrecking Yard; <i>NFPA 1.12.8</i>		\$165.00	
	Aviation Buildings; <i>CFC 105.6.3</i>		\$165.00	
	Burn Permit		\$25.00	
	Carnivals and Fairs or Special Events; <i>CFC 105.6.4</i>		\$220.00	
	Cellulose nitrate film; <i>CFC 105.6.5</i>		\$165.00	
	Combustible dust-producing operations; <i>CFC 105.6.6</i>		\$165.00	
	Combustible fibers; <i>CFC 105.6.7</i>		\$165.00	
	Compressed gasses; <i>CFC 105.6.8</i>		\$165.00	
	Covered and open Mall buildings, to operate; <i>CFC 105.6.9</i>		\$550.00	
	Crop Maze; <i>NFPA 1.12.8</i>		\$165.00	
	Cooking Appliance Hood and Duct; <i>NFPA 17A</i>		\$110.00	
	Cryogenic fluids; <i>CFC 105.6.10</i>		\$165.00	
	Cutting and Welding <i>CFC 105.6.11</i>		\$165.00	
	Dry Cleaning; <i>CFC 105.6.12</i>		\$165.00	
	Exhibits and Trade Shows; <i>CFC 105.6.13</i>		\$165.00	
	Explosives; <i>CFC 105.6.14</i>			
	Use (Each Occurrence)		\$220.00	

Manufacture, Posses, Store, Sell or Dispose of	\$165.00	
Fire Hydrants and Valves (Each Occurrence); <i>CFC 105.6.15</i>	\$55.00	
Flammable and Combustible liquids, Store or Use; <i>CFC 105.6.16</i>	\$165.00	
Above Ground Fuel Tank	\$165.00	
Floor Finishing; <i>CFC 105.6.17</i>	\$165.00	
Fruit and Crop ripening; <i>CFC 105.6.18</i>	\$165.00	
Fumigation and Insecticidal fogging; <i>CFC 105.6.19</i>	\$55.00	
HPM Facilities; <i>CFC 105.6.21</i>	\$220.00	
High-piled Storage; <i>CFC 105.6.22</i>	\$220.00	
Hot work operations; <i>CFC 105.6.23</i>	\$165.00	
Haunted House; <i>CFC 105.6.37</i>	\$165.00	
Industrial Ovens; <i>CFC 105.6.24</i>	\$165.00	
Laboratories; <i>NFPA 1.12.8</i>	\$165.00	
Lumber yards and Woodworking plants; <i>CFC 105.6.25</i>	\$275.00	
Liquid- or gas-fueled vehicles or equipment in assembly buildings; <i>CFC 105.6.26</i>	\$55.00	
LP-gas; <i>CFC 105.6.27</i>	\$55.00	
Magnesium; <i>CFC 105.6.28</i>	\$165.00	
Marijuana - Medical Center; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana - Medical Infused Product; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Cultivation; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Retail Product Manufacturing; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Retail Store; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Testing Facility; <i>NFPA 1.12.8</i>	\$165.00	
Means of Egress Modifications; <i>NFPA 1.12.8</i>	\$165.00	
Miscellaneous combustible storage; <i>CFC 105.6.29</i>	\$165.00	
Mobile Food preparation Vehicles; <i>CFC 105.6.30</i>	\$110.00	
Motor Fuel-dispensing facilities; <i>CFC 105.6.31</i>	\$165.00	
Open burning; <i>CFC 105.6.32</i>	\$55.00	
Open flames and torches; <i>CFC 105.6.33</i>	\$55.00	
Open flames and candles; <i>CFC 105.6.34</i>	\$55.00	
Organic Coatings; <i>CFC 105.6.35</i>	\$165.00	
Outdoor assembly event; <i>CFC 105.6.36</i>	\$165.00	
Parade Floats; <i>NFPA 1.12.8</i>	\$55.00 Each	
Place of Assembly; <i>CFC 105.6.37</i>		
Less than 300 persons	\$165.00	
Greater than 300 persons	\$440.00	
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>		
Carbon Dioxide Enrichment	\$165.00	
Compressed Gas - Use, Storage	\$165.00	
Extraction Process	\$165.00	
Hazardous Material and Flammable Liquids - Use, Storage	\$165.00	
LPG - Use, Storage	\$165.00	
Other	\$165.00	
Private fire hydrants; <i>CFC 105.6.39</i>	\$25 Each	
Pyrotechnic special effects and material; <i>CFC 105.6.40</i>	\$220 Each Occurrence	
Pyroxylin plastics; <i>CFC 105.6.41</i>	\$165.00	
Refrigeration equipment; <i>CFC 105.6.42</i>	\$165.00	

	Repair garages and motor fuel-dispensing facilities; <i>CFC 105.6.43</i>	\$330.00	
	Rooftop heliports; <i>CFC 105.6.44</i>	\$220.00	
	Spaying and Dipping; <i>CFC 105.6.45</i>	\$165.00	
	Storage of scrap tires and tire byproducts; <i>CFC 105.6.46</i>	\$165.00	
	Temporary membrane structure and tents; <i>CFC 105.6.47</i>	\$165.00	
	Tire-rebuilding plants; <i>CFC 105.6.48</i>	\$165.00	
	Waste handling; <i>CFC 105.6.49</i>	\$165.00	
	Wood Products; <i>CFC 105.6.50</i>	\$165.00	
	Additional Permits under; <i>CFC 105.6.51</i>	\$165.00	
14	Construction Permits		
	Battery System; <i>CFC 105.7.2</i>	\$165.00	
	Capacitor energy storage systems; <i>CFC 105.7.3</i>	\$165.00	
	Compressed Gases; <i>CFC 105.7.4</i>		
	CO2 Dewar	\$220.00	
	Medical Gas/Other	\$550.00	
	Cryogenic Fluids; <i>CFC 105.7.5</i>	\$165.00	
	Fire pumps and related equipment; <i>CFC 105.7.8</i>	\$495.00	
	Flammable and combustible liquids; <i>CFC 105.7.9</i>	\$275.00	
	Fuel cell power system; <i>CFC 105.7.10</i>	\$165.00	
	Gas detection systems; <i>CFC 105.7.11</i>	\$220.00	
	Gates and barricades across fire apparatus access roads; <i>CFC 105.7.12</i>	\$165.00	
	High-piled Combustible storage; <i>CFC 105.7.14</i>	\$220.00	
	Hoop Houses	\$165.00	
	Industrial Ovens; <i>CFC 105.7.15</i>	\$220.00	
	Laboratories; <i>NFPA 1.12.8</i>	\$330.00	
	LP-gas; <i>CFC 105.7.16</i>	\$330.00	
	Marijuana - Medical Center; <i>NFPA 1.12.8</i>	\$165.00	
	Marijuana - Medical Infused Product; <i>NFPA 1.12.8</i>	\$165.00	
	Marijuana Cultivation; <i>NFPA 1.12.8</i>	\$165.00	
	Marijuana Retail Product Manufacturing; <i>NFPA 1.12.8</i>	\$165.00	
	Marijuana Retail Store; <i>NFPA 1.12.8</i>	\$165.00	
	Marijuana Testing Facility; <i>NFPA 1.12.8</i>	\$165.00	
	Motor vehicle repair rooms and booths; <i>CFC 105.7.17</i>	\$165.00	
	Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>		
	Carbon Dioxide Enrichment	\$165.00	
	Compressed Gas - Use, Storage	\$165.00	
	extraction Process	\$165.00	
	Hazardous Material and Flammable Liquids - Use, Storage	\$165.00	
	LPG - Use, Storage	\$165.00	
	Other	\$165.00	
	Private fire hydrants; <i>CFC 105.7.19</i>	\$330.00	
	Smoke control or smoke exhaust systems; <i>CFC 105.7.20</i>	\$220.00	
	Solar photovoltaic power systems; <i>CFC 105.7.21</i>		
	Residential	\$165.00	
	Commercial	\$330.00	
	Special Event Structures; <i>CFC 105.7.22</i>	\$165.00	
	Spraying or dipping; <i>CFC 105.7.23</i>	\$495.00	

	Temporary membrane structures and tents; <i>CFC 105.7.25</i>	\$165.00	
17	Annual State Fire Marshal Mandates	Annually	
	R-1, Hotels / Motels / Apartment Occupancies'		
	3 - 10 units	\$165.00	
	11 - 40 units	\$330.00	
	41 - 50 units	\$440.00	
	51+ units	\$440 for first 50 plus *\$55 for each 10 units over 50	
	R-2.1, Residential Care; <i>HSC 13146.2</i>		
	Less than 50 persons	\$220.00	
	50 or more persons	\$495.00	
	R-4, Residential Care; <i>HSC 13146.2</i>		
	Less than 50 persons	\$220.00	
	50 or more persons	\$495.00	
	E; Education Occupancies		
	K-12 School	\$165.00	
	I-3; Institutions: <i>HSC 13146.1</i>		
	25 persons or less	\$165.00	
	26 persons or more	\$330.00	
18	Occupancy Type Inspections	Annually	
	R-3.1, Occupancies	\$0.00	
	Day Care for more than 6 children aged 2 and over; <i>Education Code Sec. 66700</i>	\$165.00	
	CA Community College; <i>Education Code Sec. 66700</i>	\$330.00	
	I-2.1 Occupancies	\$165.00	
	I-4, Occupancies; Day Cares: <i>HSC 13146</i>	\$165.00	
	L, Occupancies; Laboratories: <i>HSC 13146</i>	\$165.00	
19	Change of Occupancy: <i>NFPA 1.12.8</i>	\$165.00	
20	Inspections & Tests not previously included		
	Engine Company	\$75.00	
		*per Hr. / 1Hr min.	
	Re-inspection or inspection requiring the Prevention Personnel	\$165.00	
		*per Hr. / 1Hr min.	
21	Inspections & Tests after hours when available	\$275.00	
		*per Hr. / 1Hr min.	
22	Expedited Plan Review	\$440.00	
		*plus normal plan review fee	
23	Weed Abatement; Notification and Inspections	\$165.00	
24	Alarm Malfunctions, over 2 in a 12 Month period	3rd - \$150; 4th - \$300; 5th - \$450 6th - \$600; etc..	
25	Investigation Cost Recovery: When deemed negligent, or a violation of the law.	Actual hourly rate for FD members involved.	
26	Suppression Cost Recovery: When deemed negligent, or a violation of the law, or outside of District Boundary	Actual hourly rate for FD members and apparatus involved	

Fee Comparison

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
Minor Subdivision	\$495.00	\$152.00 per Hr. + 25%	\$460.00	\$394.00	\$120.00	\$160.00 per Hr.	NA	\$506.00	\$264.00 per Hr.
Site Development & Use Permit Review	\$165.00	\$152.00 per Hr. + 25%	\$180.00	\$155.00	\$120.00	\$160.00 per Hr.	NA	\$101.00	\$264.00 per Hr.
New Construction Plan Check									
<u>Sq. Ft. of Covered Building Area:</u>									
0 - 500	\$165	\$152.00 per Hr. + 25%	\$1,010.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$202.00	\$245.00
501 - 1,999	\$495	\$152.00 per Hr. + 25%	\$1,010.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$202.00	\$320.00
2,000 - 4,999	\$990	\$152.00 per Hr. + 25%	\$1,010.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$405.00	\$470.00
5,000 - 10,000	\$1,320	\$152.00 per Hr. + 25%	\$1,200.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$665.00	\$720.00
10,001 - 25,000	\$1,600	\$152.00 per Hr. + 25%	\$1,380.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$1,519.00	\$1,470.00
25,001 - 50,000	\$1,750	\$152.00 per Hr. + 25%	\$1,560.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$2,025.00	\$2,270.00
50,001 - 75,000	\$2,000	\$152.00 per Hr. + 25%	\$1,750.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$2,531.00	\$3,570.00
75,001 - 100,000	\$2,200	\$152.00 per Hr. + 25%	\$1,930.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$2,531.00	\$4,870.00
100,001 +	\$2,400	\$152.00 per Hr. + 25%	\$2,130.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$2,531.00	\$4870.00 + \$0.02 per sq. ft.
Tenant Improvement									
<u>Sq. Ft. of Covered Building Area:</u>									
0 - 2,999	\$330	\$152.00 per Hr. + 25%	\$275.00	Third Party Fee	\$80.00	\$160.00 per Hr.	Third Party Fee	\$202.00	\$370.00
3,000 - 4,999	\$495	\$152.00 per Hr. + 25%	\$275.00	Third Party Fee	\$80.00	\$160.00 per Hr.	Third Party Fee	\$303.00	\$470.00
5,000 - 10,000	\$660	\$152.00 per Hr. + 25%	\$460.00	Third Party Fee	\$80.00	\$160.00 per Hr.	Third Party Fee	\$607.00	\$720.00
10,001 - 25,000	\$770	\$152.00 per Hr. + 25%	\$645.00	Third Party Fee	\$80.00	\$160.00 per Hr.	Third Party Fee	\$1,012.00	\$1,470.00
25,001 - 50,000	\$880	\$152.00 per Hr. + 25%	\$830.00	Third Party Fee	\$80.00	\$160.00 per Hr.	Third Party Fee	\$1,215.00	\$2,270.00
50,001 - 75,000	\$990	\$152.00 per Hr. + 25%	\$1,010.00	Third Party Fee	\$80.00	\$160.00 per Hr.	Third Party Fee	\$1,519.00	\$3,570.00
75,001 - 100,000	\$1,100	\$152.00 per Hr. + 25%	\$1,200.00	Third Party Fee	\$80.00	\$160.00 per Hr.	Third Party Fee	\$1,519.00	\$4,870.00
100,001 +	\$1,200	\$152.00 per Hr. + 25%	\$1,380.00	Third Party Fee	\$80.00	\$160.00 per Hr.	Third Party Fee	\$1,519.00	\$4870.00 + \$0.02 per sq. ft.
Standpipe System									
<u>Sq. Ft. of Covered Building Area:</u>									
0 - 4,999	\$275.00	\$608.00	\$275.00	\$504.00	NA	\$160.00 per Hr.	\$2,407.00	\$95.00 per Hr.	\$470.00
5,000 - 10,000	\$495.00	\$608.00	\$460.00	\$504.00	NA	\$160.00 per Hr.	\$2,407.00	\$95.00 per Hr.	\$720.00
10,001 - 25,000	\$715.00	\$608.00	\$640.00	\$504.00	NA	\$160.00 per Hr.	\$2,407.00	\$95.00 per Hr.	\$1,470.00

Fee Comparison

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
25,001 - 50,000	\$935.00	\$608.00	\$830.00	\$504.00	NA	\$160.00 per Hr.	\$2,407.00	\$95.00 per Hr.	\$2,270.00
50,001 - 75,000	\$1,100.00	\$608.00	\$1,010.00	\$504.00	NA	\$160.00 per Hr.	\$2,407.00	\$95.00 per Hr.	\$3,570.00
75,001 - 100,000	\$1,350.00	\$608.00	\$1,200.00	\$504.00	NA	\$160.00 per Hr.	\$2,407.00	\$95.00 per Hr.	\$4,870.00
100,001 +	\$1,550.00	\$608.00	\$1,380.00	\$504.00	NA	\$160.00 per Hr.	\$2,407.00	\$95.00 per Hr.	\$4870.00 + \$0.02 per sq. ft.
Automatic Sprinkler System CFC 105.7.1									
Commercial NFPA 13 Tenant Improvement to Existing Sprinkler System									
*Less than 10 heads	\$165	\$152.00	\$645.00 and up	\$609.00	\$0.10/sq.ft.	\$160.00	\$643.00	\$506.00	\$220.00 plus \$0.05 per sq ft.
*Greater than 10 heads	\$165.00 plus \$3.50 per head	\$438.00 plus \$3.93 per head	\$645.00 and up	plus \$508.00 each 100 heads	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 30	\$1,284.00	\$607.00	\$220.00 plus \$0.05 per sq ft.
Commercial and Residential NFPA 13 & 13R									
*Automatic fire extinguishing systems, less than 100 heads.	\$330.00 plus \$3.50 per head	\$438.00 plus \$6.27 per head	\$550.00 and Up	\$609.00	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 30	\$1,926.00	\$607.00	\$220.00 plus \$0.05 per sq ft.
*Automatic fire extinguishing systems, more than 100 heads.	\$330.00 plus \$4.50 per head	\$438.00 plus \$6.27 per head	\$550.00 and Up	plus \$508.00 each 100 heads	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 31	\$2,407.00	\$709.00	\$220.00 plus \$0.05 per sq ft.
Residential NFPA 13D	\$330.00 plus	\$438.00	\$550.00 and Up	\$609.00	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 32	\$1,926.00	\$202.00	\$608.00
*Automatic fire extinguishing systems, less than 100 heads.	\$330.00 plus \$3.50 per head	\$438.00 plus 3.93 per head	\$550.00 and Up	\$609.00	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 33	\$2,407.00	\$607.00	\$608.00
*Automatic fire extinguishing systems, more than 100 heads.	\$330.00 plus \$4.50 per head	\$438.00 plus \$6.27 per head	\$550.00 and Up	plus \$508.00 each 100 heads	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 34	\$3,210.00	\$709.00	\$608.00
Fixed fire-extinguishing System; Installation or modification	\$165.00	\$464.00	\$185.00	NA	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 35	\$1,605.00	\$202.00	\$220.00 plus \$0.05 per sq ft.
Special Extinguishing Systems:									
Pre-Engineered System	\$165.00	\$438.00	\$185.00	\$606.00	\$0.10/sq.ft.	\$372.00	\$1,605.00	\$95.00 per Hr.	\$220.00 plus \$0.05 per sq ft.
<i>*No More than 2 Heads</i>									
	<i>*Plus Consultant Fee, If Applicable</i>								
Cooking Appliance Hood and Duct; NFPA 17A	\$330.00	NA	\$370.00	\$293.00	\$180.00	\$333.00	\$1,123.00	\$202.00	\$264.00 / Hr.
Spray Booths; CFC 105.6.45	\$330.00	\$423.00	\$460.00	\$630.00	NA	\$152.00	\$1,284.00	\$253.00	\$264.00 / Hr.
All Other Systems	\$330.00	NA	\$460.00	NA	\$180.00	\$297.00	\$1,605.00	\$95.00 per Hr.	\$264.00 / Hr.
	<i>*Plus Consultant Fee, If Applicable</i>								
Fire Alarm Systems; CFC 105.7.7									
Minor fire alarm modification (less than 15 devices)	\$220.00	\$438.00	\$275.00 - \$1380.00	\$254.00	\$0.10/sq.ft.	\$372.00 plus \$2.00 per device	\$643.00	\$202.00	\$220.00 plus \$0.05 per sq ft.

Fee Comparison

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
	<i>plus device fee*</i>	\$3.93				\$2.00			
New or Major Modification	\$440.00	\$438.00	\$275.00 - \$1380.00	\$405.00	\$0.10/sq.ft.	\$372.00 plus \$2.00 per device	\$1,444.00	\$303.00	\$220.00 plus \$0.05 per sq ft.
<i>*\$3.50 per device: i.e. panel; power supply; initiating device: heat, smoke, duct, water-flow, pull stations; notification device: strobe, horn, bell; etc.. *\$4.50 if in concealed space</i>	<i>plus device fee*</i>	\$3.93				\$2.00			
Sprinkler monitoring only (residential)	\$220.00	\$292.00	NA	NA	NA	\$160.00 per Hr.	NA	\$202.00	\$220.00 plus \$0.05 per sq ft.
Fire Code Permits									
Aerosol Products; <i>CFC 105.6.1</i>	\$165.00	\$291.00	\$140.00	\$242.00	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Ammonium Nitrate Storage; <i>NFPA 1.12.8</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	NA
Amusement Buildings; <i>CFC 105.6.2</i>	\$275.00	\$303.00	\$230.00	NA	NA	\$160.00	\$321.00	\$95.00 per Hr.	\$216.00
Automotive Wrecking Yard; <i>NFPA 1.12.8</i>	\$165.00	\$423.00	NA	\$308.00	\$75.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	NA
Aviation Buildings; <i>CFC 105.6.3</i>	\$165.00	\$268.00	\$230.00	\$222.00	\$150.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Burn Permit	\$25.00	NA	\$30.00	\$121.00	NA	NA	NA	\$95.00 per Hr.	NA
Carnivals and Fairs or Special Events; <i>CFC 105.6.4</i>	\$220.00	\$148.00 / \$296.00	\$230.00	NA	NA	\$160.00	NA	\$95.00 per Hr.	\$216.00
Cellulose nitrate film; <i>CFC 105.6.5</i>	\$165.00	\$146.00 / \$358.00	\$140.00	\$121.00 / \$297.00	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Combustible dust-producing operations; <i>CFC 105.6.6</i>	\$165.00	\$371.00	\$140.00	\$222.00	NA	\$152.00	\$321.00	\$95.00 per Hr.	\$297.00
Combustible fibers; <i>CFC 105.6.7</i>	\$165.00	\$358.00	\$140.00	\$297.00	NA	\$152.00	\$321.00	\$95.00 per Hr.	\$216.00
Compressed gasses; <i>CFC 105.6.8</i>	\$165.00	\$353.00	\$140.00	NA	\$75.00	\$160.00 per Hr.	\$432.00	\$95.00 per Hr.	\$216.00
Covered and open Mall buildings, to operate; <i>CFC 105.6.9</i>	\$550.00	\$730.00	\$140.00	\$606.00	\$125.00	\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$297.00
Crop Maze; <i>NFPA 1.12.8</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	NA
Cooking Appliance Hood and Duct; <i>NFPA 17A</i>	\$110.00	\$152.00 / Hr. 1; *1 Hr. minimum	\$140.00	\$293.00	NA	\$333.00	\$758.00	\$202.00	\$264.00 / Hr.
Cryogenic fluids; <i>CFC 105.6.10</i>	\$165.00	CUPA	\$140.00	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Cutting and Welding <i>CFC 105.6.11</i>	\$165.00	\$227.00	\$140.00	NA	NA	\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$264.00 / Hr.
Dry Cleaning; <i>CFC 105.6.12</i>	\$165.00	\$291.00 / \$608.00	\$140.00	NA	\$100.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Exhibits and Trade Shows; <i>CFC 105.6.13</i>	\$165.00	\$148.00	NA	\$123.00	\$75.00	\$160.00	\$321.00	\$95.00 per Hr.	\$297.00
Explosives; <i>CFC 105.6.14</i>									
Use (Each Occurrence)	\$220.00	\$358.00	\$210.00	\$518.00	NA	NA	\$804.00	NA	\$297.00
Manufacture, Posses, Store, Sell or Dispose of	\$165.00	\$624.00	\$140.00	\$378.00	NA	NA	\$804.00	NA	\$297.00
Fire Hydrants and Valves (Each Occurrence); <i>CFC 105.6.15</i>	\$55.00	\$76.00	\$25.00	NA	NA	\$152.00	\$482.00	\$303.00	\$216.00

Fee Comparison

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
Flammable and Combustible liquids, Store or Use; <i>CFC 105.6.16</i>	\$165.00	\$371.00	\$140.00	\$308.00	NA	\$152.00	\$482.00	\$95.00 per Hr.	\$297.00
Above Ground Fuel Tank	\$165.00	CUPA	\$275.00	NA	NA	\$166.00 - \$834.00	\$321.00	\$95.00 per Hr.	NA
Floor Finishing; <i>CFC 105.6.17</i>	\$165.00	\$146.00	\$140.00	\$121.00	\$125.00 / \$425.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Fruit and Crop ripening; <i>CFC 105.6.18</i>	\$165.00	\$180.00	\$140.00	\$150.00	\$100.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Fumigation and Insecticidal fogging; <i>CFC 105.6.19</i>	\$55.00	\$76.00	NA	NA	\$425.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
HPM Facilities; <i>CFC 105.6.21</i>	\$220.00	CUPA	\$230.00	NA	NA	\$160.00 per Hr.	\$482.00	\$95.00 per Hr.	\$297.00
High-piled Storage; <i>CFC 105.6.22</i>	\$220.00	\$423.00	\$230.00	\$252.00 / \$351.00	\$125.00	\$152.00	\$321.00	\$95.00 per Hr.	\$297.00
Hot work operations; <i>CFC 105.6.23</i>	\$165.00	\$227.00	\$140.00	NA	\$150.00	\$152.00	\$321.00	\$95.00 per Hr.	\$216.00
Haunted Houses; <i>CFC 105.6.37</i>	\$165.00								
Industrial Ovens; <i>CFC 105.6.24</i>	\$165.00	\$353.00	\$140.00	\$252.00	NA	\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$216.00
Laboratories; <i>NFPA 1.12.8</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$264.00 / Hr.
Lumber yards and Woodworking plants; <i>CFC 105.6.25</i>	\$275.00	\$497.00	\$185.00	\$413.00	\$200.00	\$152.00	\$321.00	\$95.00 per Hr.	\$297.00
Liquid- or gas-fueled vehicles or equipment in assembly buildings; <i>CFC 105.6.26</i>	\$55.00	\$76.00	\$50.00	\$234.00	\$75.00	NA	NA	\$95.00 per Hr.	\$216.00
LP-gas; <i>CFC 105.6.27</i>	\$55.00	\$65.00	\$140.00	\$57.00	\$125.00	Various	\$321.00 - \$643.00	\$95.00 per Hr.	\$216.00
Magnesium; <i>CFC 105.6.28</i>	\$165.00	\$491.00	\$140.00	\$242.00	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Marijuana - Medical Center; <i>NFPA 1.12.8</i>	\$165.00	\$227.00	NA	NA	\$125.00	NA	NA	NA	\$297.00
Marijuana - Medical Infused Product; <i>NFPA 1.12.8</i>	\$165.00	\$227.00	NA	NA	\$125.00	NA	NA	NA	\$297.00
Marijuana Cultivation; <i>NFPA 1.12.8</i>	\$165.00	\$303.00	NA	NA	\$125.00	NA	NA	NA	\$297.00
Marijuana Retail Product Manufacturing; <i>NFPA 1.12.8</i>	\$165.00	\$455.00	NA	NA	\$125.00	NA	NA	NA	\$297.00
Marijuana Retail Store; <i>NFPA 1.12.8</i>	\$165.00	\$227.00	NA	NA	\$125.00	NA	NA	NA	\$297.00
Marijuana Testing Facility; <i>NFPA 1.12.8</i>	\$165.00	\$303.00	NA	NA	\$125.00	NA	NA	NA	\$297.00
Means of Egress Modifications; <i>NFPA 1.12.8</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$264.00 / Hr.
Miscellaneous combustible storage; <i>CFC 105.6.29</i>	\$165.00	\$268.00	\$140.00	NA	NA	\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$216.00
Mobile Food preparation Vehicles; <i>CFC 105.6.30</i>	\$110.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Motor Fuel-dispensing facilities; <i>CFC 105.6.31</i>	\$165.00	\$287.00	NA	NA	\$75.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Open burning; <i>CFC 105.6.32</i>	\$55.00	\$146.00	\$50.00	\$121.00	NA	NA	\$161.00	NA	\$216.00
Open flames and torches; <i>CFC 105.6.33</i>	\$55.00	\$76.00	\$50.00	NA	NA	\$152.00	NA	\$95.00 per Hr.	\$216.00
Open flames and candles; <i>CFC 105.6.34</i>	\$55.00	\$125.00	\$50.00	NA	NA	NA	NA	\$95.00 per Hr.	\$216.00
Organic Coatings; <i>CFC 105.6.35</i>	\$165.00	\$268.00	\$140.00	\$222.00	NA	NA	NA	\$95.00 per Hr.	\$216.00

Fee Comparison

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
Outdoor assembly event; <i>CFC 105.6.36</i>	\$165.00	\$184.00 / \$423.00	\$140.00	\$153.00 / \$351.00	NA	\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$216.00
Parade Floats; <i>NFPA 1.12.8</i>	\$55.00 Each	NA	\$25.00	NA	\$75.00	NA	NA	NA	\$216.00
Place of Assembly; <i>CFC 105.6.37</i>									
Less than 300 persons	\$165.00	\$184.00	\$14.00	\$153.00	NA	\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$216.00
Greater than 300 persons	\$440.00	\$423.00	NA	\$351.00	NA	\$160.00 per Hr.	\$482.00 - \$643.00	\$95.00 per Hr.	\$216.00
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>									
Carbon Dioxide Enrichment	\$165.00	\$456.00	NA	NA	\$125.00	NA	NA	NA	\$297.00
Compressed Gas - Use, Storage	\$165.00	\$456.00	NA	NA	NA	NA	NA	NA	\$297.00
Extraction Process	\$165.00	\$456.00	NA	NA	\$175.00	NA	NA	NA	\$297.00
Hazardous Material and Flammable Liquids - Use, Storage	\$165.00	\$456.00	NA	NA	\$100.00 + additional Fees	NA	NA	NA	\$297.00
LPG - Use, Storage	\$165.00	\$282.00	NA	NA	NA	NA	NA	NA	\$297.00
Other	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	NA	NA	NA	\$297.00
Private fire hydrants; <i>CFC 105.6.39</i>	\$25 Each	\$76.00	\$25.00	NA	\$80.00	\$57.00	\$482.00	\$95.00 per Hr.	\$216.00
Pyrotechnic special effects and material; <i>CFC 105.6.40</i>	\$220 Each Occurrence	\$358.00	\$210.00	\$297.00	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$176.00 plus *Hr. Standby
Pyroxylin plastics; <i>CFC 105.6.41</i>	\$165.00	\$228.00	\$140.00	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Refrigeration equipment; <i>CFC 105.6.42</i>	\$165.00	\$212.00	\$140.00	\$176.00	\$250.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Repair garages and motor fuel-dispensing facilities; <i>CFC 105.6.43</i>	\$330.00	\$423.00	\$140.00	NA	\$100.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Rooftop heliports; <i>CFC 105.6.44</i>	\$220.00	\$379.00	\$230.00	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Spaying and Dipping; <i>CFC 105.6.45</i>	\$165.00	\$423.00	\$40.00	NA	\$200.00	\$152.00	\$1,284.00	\$95.00 per Hr.	NA
Storage of scrap tires and tire byproducts; <i>CFC 105.6.46</i>	\$165.00	\$268.00	\$140.00	\$222.00	\$250.00	\$152.00	NA	\$95.00 per Hr.	\$297.00
Temporary membrane structure and tents; <i>CFC 105.6.47</i>	\$165.00	\$228.00 / \$456.00	\$140.00	\$189.00	\$100.00 - \$250.00	\$253.00	\$242.00 - \$643.00	\$95.00 per Hr.	\$216.00
Tire-rebuilding plants; <i>CFC 105.6.48</i>	\$165.00	\$304.00	\$140.00	NA	\$75.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$297.00
Waste handling; <i>CFC 105.6.49</i>	\$165.00	\$371.00	\$140.00	\$108.00	\$125.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Wood Products; <i>CFC 105.6.50</i>	\$165.00	\$304.00	\$140.00	NA	\$125.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$297.00
Additional Permits under; <i>CFC 105.6.51</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	\$161.00 per Hr.	\$95.00 per Hr.	\$264.00 / Hr.
Construction Permits									
Battery System; <i>CFC 105.7.2</i>	\$165.00	\$304.00	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	NA
Capacitor energy storage systems; <i>CFC 105.7.3</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	NA
Compressed Gases; <i>CFC 105.7.4</i>									
CO2 Dewar	\$220.00	\$304.00	NA	NA		\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$216.00
Medical Gas/Other	\$550.00	\$760.00	NA	\$630.00		\$160.00 per Hr.	\$432.00	\$95.00 per Hr.	\$216.00
Cooking Appliance Hood and Duct; <i>NFPA 17A</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	\$140.00	\$293.00	NA	\$333.00	\$758.00	\$202.00	\$264.00 / Hr.
Cryogenic Fluids; <i>CFC 105.7.5</i>	\$165.00	CUPA	NA	NA		\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00

Fee Comparison

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
Fire pumps and related equipment; <i>CFC 105.7.8</i>	\$495.00	\$608.00	NA	\$504.00		\$305.00	\$2,407.00	NA	\$264.00 / Hr.
Flammable and combustible liquids; <i>CFC 105.7.9</i>	\$275.00	CUPA	NA	\$308.00		\$160.00 per Hr.	\$482.00	\$95.00 per Hr.	\$297.00
Fuel cell power system; <i>CFC 105.7.10</i>	\$165.00	NA	NA	NA		\$160.00 per Hr.	NA	\$95.00 per Hr.	\$264.00 / Hr.
Gas detection systems; <i>CFC 105.7.11</i>	\$220.00	\$380.00	NA	NA		\$160.00 per Hr.	\$1,605.00	\$95.00 per Hr.	\$264.00 / Hr.
Gates and barricades across fire apparatus access roads; <i>CFC 105.7.12</i>	\$165.00	\$304.00	NA	\$252.00		\$160.00 per Hr.	NA	\$95.00 per Hr.	\$264.00 / Hr.
High-piled Combustible storage; <i>CFC 105.7.14</i>	\$220.00	\$423.00	NA	\$351.00		\$152.00	\$321.00	\$95.00 per Hr.	\$297.00
Hoop Houses	\$165.00	\$228.00 / \$456.00	NA	\$189.00		\$253.00	\$242.00 - \$643.00	NA	\$216.00
Industrial Ovens; <i>CFC 105.7.15</i>	\$220.00	\$304.00	NA	\$252.00		\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$216.00
Laboratories; <i>NFPA 1.12.8</i>	\$330.00	NA	NA	NA		\$160.00 per Hr.	NA	NA	\$264.00 / Hr.
LP-gas; <i>CFC 105.7.16</i>	\$330.00	\$608.00	NA	\$234.00		\$160.00 per Hr.	\$643.00	\$95.00 per Hr.	\$216.00
Marijuana - Medical Center; <i>NFPA 1.12.8</i>	\$165.00	\$303.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Marijuana - Medical Infused Product; <i>NFPA 1.12.8</i>	\$165.00	\$303.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Marijuana Cultivation; <i>NFPA 1.12.8</i>	\$165.00	\$303.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Marijuana Retail Product Manufacturing; <i>NFPA 1.12.8</i>	\$165.00	\$455.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Marijuana Retail Store; <i>NFPA 1.12.8</i>	\$165.00	\$227.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Marijuana Testing Facility; <i>NFPA 1.12.8</i>	\$165.00	\$303.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Motor vehicle repair rooms and booths; <i>CFC 105.7.17</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA		\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>									
Carbon Dioxide Enrichment	\$165.00	\$456.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Compressed Gas - Use, Storage	\$165.00	\$456.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Extraction Process	\$165.00	\$456.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Hazardous Material and Flammable Liquids - Use, Storage	\$165.00	CUPA	NA	NA		NA	NA	NA	\$264.00 / Hr.
LPG - Use, Storage	\$165.00	CUPA	NA	NA		NA	NA	NA	\$264.00 / Hr.
Other	\$165.00	\$456.00	NA	NA		NA	NA	NA	\$264.00 / Hr.
Plant extraction systems; <i>CFC 105.7.18</i>	\$330.00	\$456.00	NA	NA		NA	NA	\$95.00 per Hr.	\$264.00 / Hr.
Private fire hydrants; <i>CFC 105.7.19</i>	\$330.00	\$878.00	NA	\$729.00		\$435.00	NA	\$95.00 per Hr.	\$264.00 / Hr.
Smoke control or smoke exhaust systems; <i>CFC 105.7.20</i>	\$220.00	\$456.00	NA	\$385.00		\$160.00 per Hr.	\$3,851.00	\$95.00 per Hr.	\$264.00 / Hr.
Solar photovoltaic power systems; <i>CFC 105.7.21</i>									
Residential	\$165.00	\$190.00	NA	NA		\$134.00	NA	NA	\$264.00 / Hr.
Commercial	\$330.00	\$190.00	NA	NA		\$160.00	NA	NA	\$264.00 / Hr.

Fee Comparison

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
Special Event Structures; <i>CFC 105.7.22</i>	\$165.00	\$228.00	NA	\$123.00		\$160.00	\$321.00	\$95.00 per Hr.	\$264.00 / Hr.
Spraying or dipping; <i>CFC 105.7.23</i>	\$495.00	\$423.00	NA	\$630.00		\$160.00 per Hr.	\$1,284.00	\$95.00 per Hr.	\$264.00 / Hr.
Temporary membrane structures and tents; <i>CFC 105.7.25</i>	\$165.00	\$228.00	NA	\$189.00		\$253.00	\$242.00 - \$643	\$95.00 per Hr.	\$216.00
Annual State Fire Marshal Mandates	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually
R-1, Hotels / Motels / Apartment Occupancies'									
3 - 10 units	\$165.00	\$184.00	NA	\$153.00		\$123.00	\$242.00	\$95.00 per Hr.	\$183.00
11 - 40 units	\$330.00	\$308.00	NA	\$256.00		\$123.00	\$321.00	\$95.00 per Hr.	\$224.00
41 - 50 units	\$440.00	\$371.00	NA	\$308.00		\$254.00	\$482.00	\$95.00 per Hr.	\$264.00
51+ units	\$440 for first 50 plus	\$371 for first 50 plus	NA	\$470.00		\$389.00	\$482.00	\$95.50 plus per Hr. rate	\$345.00 - \$629.00
	*\$55 for each 10 units over 50	*\$65 for every 10 over 50	NA						
R-2.1, Residential Care; <i>HSC 13146.2</i>									
Less than 50 persons	\$220.00	\$353.00	NA	\$293.00		\$60.00	\$482.00	\$95.00 per Hr.	\$224.00
50 or more persons	\$495.00	\$564.00	NA	\$468.00		\$123.00	\$482.00	\$95.00 per Hr.	\$264.00 - \$629.00
R-4, Residential Care; <i>HSC 13146.2</i>									
Less than 50 persons	\$220.00	\$353.00	NA	\$126.00		\$60.00	\$482.00	\$95.00 per Hr.	\$264.00
50 or more persons	\$495.00	\$564.00	NA	\$252.00		\$123.00	\$482.00	\$95.00 per Hr.	\$264.00 - \$629.00
E; Education Occupancies									
K-12 School	\$165.00	\$304.00	NA	\$126.00		\$160.00 per Hr.	NA	\$95.00 per Hr.	\$176.00
I-3; Institutions: <i>HSC 13146.1</i>									
25 persons or less	\$165.00	\$152.00	NA	\$126.00		\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$176.00 / Hr.
26 persons or more	\$330.00	\$304.00	NA	\$252.00		\$160.00 per Hr.	\$643.00	\$95.00 per Hr.	\$176.00 / Hr.
Occupancy Type Inspections	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually	Annually
R-3.1, Occupancies	\$0.00	\$0.00	NA	NA		\$160.00 per Hr.		\$95.00 per Hr.	\$176.00 / Hr.
Day Care for more than 6 children aged 2 and over; <i>Education Code Sec. 66700</i>	\$165.00	\$212.00	NA	\$179.00		\$123.00	\$482.00	\$95.00 per Hr.	\$176.00 / Hr.
CA Community College; <i>Education Code Sec. 66700</i>	\$330.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA		\$160.00 per Hr.	NA	\$95.00 per Hr.	\$176.00 / Hr.
I-2.1 Occupancies	\$165.00	\$304.00	NA	\$108.00		\$160.00 per Hr.	\$482.00	\$95.00 per Hr.	\$176.00 / Hr.
I-4, Occupancies; Day Cares: <i>HSC 13146</i>	\$165.00	\$212.00	NA	\$252.00		\$160.00 per Hr.	\$321.00 - \$643.00	\$95.00 per Hr.	\$176.00 / Hr.
L, Occupancies; Laboratories: <i>HSC 13146</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA		\$160.00 per Hr.	NA	\$95.00 per Hr.	\$176.00 / Hr.
Change of Occupancy: <i>NFPA 1.12.8</i>	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA		\$160.00	NA	\$95.00 per Hr.	\$176.00 / Hr.

Ukiah Valley Fire Prevention Bureau Summary

The Life & Fire Safety Division uses several programs to achieve its mission and goals:

- State-Mandated Inspections
 - Approximately 470 Occupancies
 - Assembly Occupancies
 - Organized Camps
 - Educational Facilities
 - Institutions
 - Hazardous Occupancies
 - Residential, R-1, R-2, R-3.1 and R-4
- Fire Plan Review
 - Approximately 50 Occupancies
- New Construction and Tenant Improvement Inspections
 - Approximately 50 Occupancies
- Weed/Brush Management
 - Burn Permits
 - Public Complaints
 - Assessments
 - Enforcement
- Annual Fire Code Permits
 - CO2 and Hood Inspections; Approximately 264 yearly
 - Special Events and Tents; (no Historical Data; Approx. 50)
 - High Piled Storage (no Historical Data, Approx. 50)
 - Lumber Yards (no Historical data; Approx. 10)
 - Plant Extraction Facilities (no Historical Date; Approx. 20)
- Construction Permits (no Historical Data; Approx. 100)
- Annual Business Inspections
 - Approximately 858 Occupancies (every 5 years)
 - Approximately 99 Yearly Holiday Inspections
 - Sprinklered buildings (5 year cycle of inspections, no Historical Data; Approx. 300)
- Hazardous Materials (HazMat)
 - Unknown Number (no Historical Data)
- Development Services
 - Any new business or development in the area
 - Requires multiple meetings and project reviews
- Public Education Programs
 - Schools, Businesses, Wildland Urban Interface, ect.

Approximately 1,484 Yearly Inspections/Review to maintain a minimum Life and Fire Safety mission and goals for the Fire Prevention Bureau.

Explanations

	Explanation
Minor Subdivision	The provisions of this code shall apply to the construction, alteration, movement, enlargement, replacement, repair, equipment, use and occupancy, location, maintenance, removal and demolition of every building or structure or any appurtenances connected or attached to such building structures throughout the State of California. This code establishes regulations affecting or relating to buildings, structures, processes, premises and a reasonable degree of life and property safeguards regarding: The hazard of fire and explosion arising from the storage, handling or use of structures, materials or devices. Conditions hazardous to life, property or public welfare in the use or occupancy of buildings, structures or premises. Fire hazards in the buildings, structures or on premises from use of, occupancy of, or operation. Matters related to the construction, extension, repair, alteration or removal of fire suppression or alarm systems. Conditions affecting the safety of fire fighters and emergency responders during emergency operations. HSC §13146(a)
Site Development & Use Permit Review	
New Construction Plan Check	
Sq. Ft. of Covered Building Area:	
0 - 500	
501 - 1,999	
2,000 - 4,999	
5,000 - 10,000	
10,001 - 25,000	
25,001 - 50,000	
50,001 - 75,000	
75,001 - 100,000	
100,001 +	
Tenant Improvement	
Sq. Ft. of Covered Building Area:	
0 - 2,999	
3,000 - 4,999	
5,000 - 10,000	
10,001 - 25,000	
25,001 - 50,000	
50,001 - 75,000	
75,001 - 100,000	
100,001 +	
Standpipe System	
Sq. Ft. of Covered Building Area:	
0 - 4,999	
5,000 - 10,000	
10,001 - 25,000	
25,001 - 50,000	
50,001 - 75,000	
75,001 - 100,000	
100,001 +	
Automatic Sprinkler System CFC 105.7.1	A construction permit is required for installation of or modification to an automatic fire-extinguishing system. Maintenance performed in accordance with this code is not considered to be a modification and does not require a permit.
Commercial NFPA 13 Tenant Improvement to Existing Sprinkler System	
*Less than 10 heads	
*Greater than 10 heads	
Commercial and Residential NFPA 13 & 13R	
*Automatic fire extinguishing systems, less than 100 heads.	
*Automatic fire extinguishing systems, more than 100 heads.	
Residential NFPA 13D	
*Automatic fire extinguishing systems, less than 100 heads.	
*Automatic fire extinguishing systems, more than 100 heads.	
Fixed fire-extinguishing System; Installation or modification	
Special Extinguishing Systems:	
Pre-Engineered System	
Cooking Appliance Hood and Duct; NFPA 17A	
Spray Booths; CFC 105.6.45	
All Other Systems	
Fire Alarm Systems; CFC 105.7.7	A construction permit is required for installation of or modification to fire alarm and detection systems and related equipment. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.
Minor fire alarm modification (less than 15 devices)	
New or Major Modification	
*\$3.50 per device: i.e. panel; power supply; initiating device: heat, smoke, duct, water-flow, pull stations; notification device: strobe, horn, bell; etc.. *\$4.50 if in concealed space	

Explanations

	Explanation
Sprinkler monitoring only (residential)	
Fire Code Permits	
Aerosol Products; <i>CFC 105.6.1</i>	To Manufacture, store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds net weight
Ammonium Nitrate Storage; <i>NFPA 1.12.8</i>	storage or handling of ammonium nitrate
Amusement Buildings; <i>CFC 105.6.2</i>	to operate
Automotive Wrecking Yard; <i>NFPA 1.12.8</i>	to operate
Aviation Buildings; <i>CFC 105.6.3</i>	Aircraft servicing, repair or fueling
Burn Permit	Within the City Limits Ukiah City \$5503; Mendocino Unit will use the LE-5 "California Inter-Agency Burning Permit" form for all outdoor debris burning except "Project Type Burning" (PRC 4491–4494). All burning will comply with Health and Safety Code, Sections 41800 through 41814, Mendocino County Code, Chapter 9.33, Ordinance 3746, and Mendocino County Air Quality Management District Regulation 2
Carnivals and Fairs or Special Events; <i>CFC 105.6.4</i>	to operate
Cellulose nitrate film; <i>CFC 105.6.5</i>	to use, handle, or store in an A occupancy
Combustible dust-producing operations; <i>CFC 105.6.6</i>	to operate a grain, flour starch mill, feed mill or plant pulverizing aluminum, coal, coca, magnesium, spices, sugar, or other material producing dust.
Combustible fibers; <i>CFC 105.6.7</i>	to store or handle >100 cu. ft. Exempt: Agricultural storage
Compressed gasses; <i>CFC 105.6.8</i>	to store, use or handle in excess of CFC Table 105.6.8; CO: 100lbs, Corrosive: 200 cubic ft., Flammable: 200 cubic ft., Toxic: any, Inert and simple asphyxiate: 6000 cubic ft., Oxidizing: 504 cubic ft., Pyrophoric: any
Covered and open Mall buildings, to operate; <i>CFC 105.6.9</i>	to operate
Crop Maze; <i>NFPA 1.12.8</i>	To operate
Cooking Appliance Hood and Duct; <i>NFPA 17A</i>	To operate a business with a ANSI/UL 300 system
Cryogenic fluids; <i>CFC 105.6.10</i>	to produce, store, transport on site in excess of the amounts in CFC Table 105.6.10; Flammable: 1 gal inside, 60 gal outside; Inert: 60 gal inside, 500 gal outside; Oxidizing: 10 gal inside, 50 gal outside; Physical or Health Hazard: any
Cutting and Welding <i>CFC 105.6.11</i>	To conduct cutting or welding
Dry Cleaning; <i>CFC 105.6.12</i>	to engage in the business of
Exhibits and Trade Shows; <i>CFC 105.6.13</i>	To operate exhibits and trade shows 1.5 hours or longer
Explosives; <i>CFC 105.6.14</i>	
Use (Each Occurrence)	
Manufacture, Posses, Store, Sell or Dispose of	To Manufacture, store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds net weight
Fire Hydrants and Valves (Each Occurrence); <i>CFC 105.6.15</i>	to use or operate
Flammable and Combustible liquids, Store or Use; <i>CFC 105.6.16</i>	To store, handle or use: Class I liquids in excess of 5 gallons inside or 10 gallons outside a building, Class II or Class III-A liquids in excess of 25 gallons in a building or over 60 gallons outside a building, Class IIIB liquids in tanks or portable tanks for fueling motor vehicles at motor fuel-dispensing facilities or where connected to fuel-burning equipment; To remove Class I or II liquids from an underground storage tank used for fueling motor vehicles by any means other than the approved, stationary on-site pumps normally used for dispensing purposes; To operate tank vehicles, equipment, tanks, plants, terminals, wells, fuel-dispensing stations, refineries, distilleries and similar facilities where flammable and combustible liquids are produced, processed, transported, stored, dispensed or used; To place temporarily out of service (for more than 90 days) an underground, protected above-ground or above-ground flammable or combustible liquid tank; To change the type of contents stored in a flammable or combustible liquid tank to a material that poses a greater hazard than that for which the tank was designed and constructed; To manufacture, process, blend or refine flammable or combustible liquids; To engage in the dispensing of liquid fuels into the fuel tanks of motor vehicles at commercial, industrial, governmental or manufacturing establishments; To utilize a site for the dispensing of liquid fuels from tank vehicles into the fuel tanks of motor vehicles, marine craft and other special equipment at commercial, industrial, governmental or manufacturing establishments.
Above Ground Fuel Tank	
Floor Finishing; <i>CFC 105.6.17</i>	to finish or surface over 350 sq. ft. with Class I or Class II liquids
Fruit and Crop ripening; <i>CFC 105.6.18</i>	to conduct with ethylene gas or other regulated processes
Fumigation and Insecticidal fogging; <i>CFC 105.6.19</i>	An operational permit is required to operate a business of fumigation or insecticidal fogging, and to maintain a room, vault or chamber in which a toxic or flammable fumigant is used.
HPM Facilities; <i>CFC 105.6.21</i>	to store, handle or use; (Hazardous Producing Material, a solid/liquid/gas with a health/flammable/instability of Class 3 or 4 per NFPA
High-piled Storage; <i>CFC 105.6.22</i>	To conduct >500 sq. ft. of high-pile racks in a new or excepting business for the storage of combustible materials
Hot work operations; <i>CFC 105.6.23</i>	An operational permit is required for hot work including, but not limited to: - Public exhibitions and demonstrations where hot work is conducted. - Use of portable hot work equipment inside a structure. - Exception: Work that is conducted under a construction permit. - Fixed-site hot work equipment, such as welding booths. - Hot work conducted within a wildfire risk area. - Application of roof coverings with the use of an open-flame device. - Where approved, the fire code official shall issue a permit to carry out a hot work program. This program allows approved personnel to regulate their facility's hot work operations. The approved personnel shall be trained in the fire safety aspects denoted in this chapter and shall be responsible for issuing permits requiring compliance with the requirements found in Chapter 35. These permits shall be issued only to their employees or hot work operations under their supervision.
Haunted Houses; <i>CFC 105.6.37</i>	Haunted house, ghost walk and similar amusement uses. A temporary operational permit is required for haunted houses, ghost walks or similar amusement uses

Explanations

	Explanation
Industrial Ovens; <i>CFC 105.6.24</i>	to operate
Laboratories; <i>NFPA 1.12.8</i>	
Lumber yards and Woodworking plants; <i>CFC 105.6.25</i>	An operational permit is required for the storage or processing of lumber exceeding 100,000 board feet.
Liquid- or gas-fueled vehicles or equipment in assembly buildings; <i>CFC 105.6.26</i>	An operational permit is required to display, operate or demonstrate liquid- or gas-fueled vehicles or equipment in assembly buildings.
LP-gas; <i>CFC 105.6.27</i>	to store, use, or operation of cargo tankers that transport
Magnesium; <i>CFC 105.6.28</i>	To melt, cast, heat treat or grind >10 lbs.
Marijuana - Medical Center; <i>NFPA 1.12.8</i>	to operate
Marijuana - Medical Infused Product; <i>NFPA 1.12.8</i>	to operate
Marijuana Cultivation; <i>NFPA 1.12.8</i>	to operate
Marijuana Retail Product Manufacturing; <i>NFPA 1.12.8</i>	to operate
Marijuana Retail Store; <i>NFPA 1.12.8</i>	to operate
Marijuana Testing Facility; <i>NFPA 1.12.8</i>	to operate
Means of Egress Modifications; <i>NFPA 1.12.8</i>	To modify
Miscellaneous combustible storage; <i>CFC 105.6.29</i>	An operational permit is required to store in any building or upon any premises in excess of 2,500 cubic feet gross volume of combustible empty packing cases, boxes, barrels or similar containers, rubber tires, rubber cork or similar combustible material
Mobile Food preparation Vehicles; <i>CFC 105.6.30</i>	A permit is required for mobile food preparation vehicles equipped with appliances that produce smoke or grease-laden vapors.
Motor Fuel-dispensing facilities; <i>CFC 105.6.31</i>	Operation of automotive, marine and fleet disposing facilities
Open burning; <i>CFC 105.6.32</i>	An operational permit is required for the kindling or maintaining of an open fire or a fire on any public street, alley, road, or other public or private ground. Instructions and stipulations of the permit shall be adhered to.
Open flames and torches; <i>CFC 105.6.33</i>	use of a torch to remove paint or to use open flame device in a wildfire area
Open flames and candles; <i>CFC 105.6.34</i>	use of in a connection with assembly areas, dining areas of a restaurants or drinking establishments
Organic Coatings; <i>CFC 105.6.35</i>	producing more than 1 gallon per day
Outdoor assembly event; <i>CFC 105.6.36</i>	to operate
Parade Floats; <i>NFPA 1.12.8</i>	To use a parade float for public performance, presentation, spectacle, entertainment, or parade.
Place of Assembly; <i>CFC 105.6.37</i>	to operate
Less than 300 persons	
Greater than 300 persons	
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>	to operate
Carbon Dioxide Enrichment	to operate
Compressed Gas - Use, Storage	to operate
Extraction Process	to operate
Hazardous Material and Flammable Liquids - Use, Storage	to operate
LPG - Use, Storage	to operate
Other	to operate
Private fire hydrants; <i>CFC 105.6.39</i>	To use or remove from service
Pyrotechnic special effects and material; <i>CFC 105.6.40</i>	to use or handle
Pyroxylin plastics; <i>CFC 105.6.41</i>	to store or handle >25 lbs.
Refrigeration equipment; <i>CFC 105.6.42</i>	to install or operate a mechanical refrigeration system
Repair garages and motor fuel-dispensing facilities; <i>CFC 105.6.43</i>	An operational permit is required for the operation of repair garages and automotive, marine, and fleet motor fuel dispensing facilities.
Rooftop heliports; <i>CFC 105.6.44</i>	to operate
Spaying and Dipping; <i>CFC 105.6.45</i>	to conduct utilizing flammable or combustible liquids or combustible powders
Storage of scrap tires and tire byproducts; <i>CFC 105.6.46 & NFPA 1.12.8</i>	permit is required to establish, conduct or maintain storage of scrap tires and tire byproducts that exceeds 2,500 cubic feet (71 m3) of total volume of scrap tires, and for indoor storage of tires and tire byproducts or more than 500 tires outside.
Temporary membrane structure and tents; <i>CFC 105.6.47</i>	to operate an air-supported temporary membrane structure, umbrella structure, or a tent >400 sq. ft. for longer then 1.5 hours (each)
Tire-rebuilding plants; <i>CFC 105.6.48</i>	to operate
Waste handling; <i>CFC 105.6.49</i>	for the operation of wrecking yards, junk yards, and waste material handling facilities
Wood Products; <i>CFC 105.6.50</i>	to store wood ships, lumber or plywood >200 cu. Ft.
Additional Permits under; <i>CFC 105.6.51 & NFPA 1.12.8</i>	A property owner or owner's authorized agent who intends to conduct an operation or business, or install or modify systems and equipment that are regulated by the Fire code, or to cause any such work to be performed, shall first make application to the fire code official and obtain the required permit.
Construction Permits	
Battery System; <i>CFC 105.7.2</i>	to install stationary battery system having a liquid >50 gallons

Explanations

	Explanation
Capacitor energy storage systems; <i>CFC 105.7.3</i>	A construction permit is required for installation of or modification
Compressed Gases; <i>CFC 105.7.4</i>	to install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify a system
CO2 Dewar	
Medical Gas/Other	
Cooking Appliance Hood and Duct; <i>NFPA 17A</i>	A construction permit is required for installation of or modification
Cryogenic Fluids; <i>CFC 105.7.5</i>	for installation of or alteration to outdoor stationary cryogenic fluid storage systems
Fire pumps and related equipment; <i>CFC 105.7.8</i>	A construction permit is required for installation of or modification to fire pumps and related fuel tanks, jockey pumps, controllers and generators. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.
Flammable and combustible liquids; <i>CFC 105.7.9</i>	To repair or modify a pipeline or to install, construct or alter tank vehicles. To install, alter, remove, abandon, or dispose tank
Fuel cell power system; <i>CFC 105.7.10</i>	To Install or Modify
Gas detection systems; <i>CFC 105.7.11</i>	A construction permit is required for installation of or modification to a gas detection system.
Gates and barricades across fire apparatus access roads; <i>CFC 105.7.12</i>	A construction permit is required for the installation of or modification to a gate or barricade across a fire apparatus access road.
High-piled Combustible storage; <i>CFC 105.7.14</i>	A construction permit is required for the installation of or modification to a structure exceeding 500 square feet (46 m2), including aisles, for high-piled combustible storage. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.
Hoop Houses	
Industrial Ovens; <i>CFC 105.7.15</i>	To Install or Modify (in a new or existing building)
Laboratories; <i>NFPA 1.12.8</i>	For Construction, alteration, or operation
LP-gas; <i>CFC 105.7.16</i>	To Install or Modify
Marijuana - Medical Center; <i>NFPA 1.12.8</i>	For the construction, alteration, or operation of a marijuana growing, processing or extraction facility
Marijuana - Medical Infused Product; <i>NFPA 1.12.8</i>	
Marijuana Cultivation; <i>NFPA 1.12.8</i>	
Marijuana Retail Product Manufacturing; <i>NFPA 1.12.8</i>	
Marijuana Retail Store; <i>NFPA 1.12.8</i>	
Marijuana Testing Facility; <i>NFPA 1.12.8</i>	
Motor vehicle repair rooms and booths; <i>CFC 105.7.17</i>	
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>	A construction permit is required for installation of or modification to a plant extraction system.
Carbon Dioxide Enrichment	
Compressed Gas - Use, Storage	
Extraction Process	
Hazardous Material and Flammable Liquids - Use, Storage	
LPG - Use, Storage	
Other	
Private fire hydrants; <i>CFC 105.7.19</i>	To install or modify any private fire hydrant or fire service underground mains and associated appurtenance
Smoke control or smoke exhaust systems; <i>CFC 105.7.20</i>	A construction permit is required for installation of or modification
Solar photovoltaic power systems; <i>CFC 105.7.21</i>	A construction permit is required for installation of or modification
Residential	
Commercial	
Special Event Structures; <i>CFC 105.7.22</i>	A single construction permit is required to erect and take down a temporary special event structure.
Spraying or dipping; <i>CFC 105.7.23</i>	A construction permit is required to install or modify a spray room, dip tank or booth.
Temporary membrane structures and tents; <i>CFC 105.7.25 & NFPA 1.12.8</i>	A construction permit is required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 200 square feet (18.6m sq.) or a canopy in excess of 440 square feet (37 m square).
Annual State Fire Marshal Mandates	
R-1, Hotels / Motels / Apartment Occupancies'	California State Fire Marshal Mandated Inspections 13146 HSC §13143-
3 - 10 units	
11 - 40 units	
41 - 50 units	
51+ units	
R-2.1, Residential Care; <i>HSC 13146.2</i>	
Less than 50 persons	
50 or more persons	
R-4, Residential Care; <i>HSC 13146.2</i>	
Less than 50 persons	
50 or more persons	

Explanations

	Explanation	
E; Education Occupancies		
K-12 School		
I-3; Institutions: <i>HSC 13146.1</i>		
25 persons or less		
26 persons or more		
Occupancy Type Inspections		
R-3.1, Occupancies	California State Fire Marshal Inspections 13146 HSC §13143-	
Day Care for more than 6 children aged 2 and over; <i>Education Code Sec. 66700</i>		
CA Community College; <i>Education Code Sec. 66700</i>		
I-2.1 Occupancies		
I-4, Occupancies; Day Cares: <i>HSC 13146</i>		
L, Occupancies; Laboratories: <i>HSC 13146</i>		
Change of Occupancy: <i>NFPA 1.12.8</i>		

Fire Department Fee Schedule Proposal

UKIAH VALLEY FIRE AUTHORITY



Overview

- Authorization and Purpose
- Background
- Proposed Line Items
- Current Fees / Proposed Fees
- Descriptions
- Comparisons
- Actions

This ordinance to revise a schedule of fees is in pursuant to Section 13146 of the Health and Safety Code, Government Code 66014, and California Fire Code 106.2

Which states:

- The fees charged ... may include the costs reasonably necessary to prepare and revise the plans and policies that a local agency is required to adopt before it can make any necessary findings and determinations.
- A city, county, or district that inspects a structure pursuant to subdivision (a) may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or district, sufficient to pay the costs of that inspection. A city, county, or district that provides related fire and life safety activities may charge and collect a fee for the inspection from the owner of the structure in an amount, as determined by the city, county, or district, sufficient to pay the costs of that inspection.
- A fee for each permit shall be paid as required, in accordance with the schedule as established by the applicable governing authority.

Authorization and Purpose



Background

- Last updated in 2017;
- The Fee Schedule has not previously been overhauled to meet the current standard required by the California State Fire Marshal and the growth of our community.
- This comprehensive Fee Schedule will help recoup the estimated cost of providing the services for which the fee is charged.

Proposed Line Items:

- Minor Subdivisions
- Mobile Home Parks
- Site Development Permit
- Residential Plan Review
- New Construction / Building Plan Review
- Tenant Improvement Plan Review
- Building and Zoning Compliance Review
- Re-Submittal of Plans
- Automatic Sprinkler Systems
- Special Extinguishing Systems
- Annual State Fire Marshal Mandates
- Occupancies' Type Inspections
- Fire Alarm Systems
- Standpipe Systems
- Fire Code Permits
- Construction Permits
- "Other Fees"



Current Fees

CURRENT FEE SCHEDULE		
TYPE OF FEE		AMOUNT
1. <u>Site and Plan Reviews</u>		
Does not apply to actual construction of single family dwellings.		
a. Site Development and Use Permit review		\$80.00
b. Plan Review – Minor Subdivision (1 -4 parcels)		\$80.00
c. Plan Review – Major Subdivision (5 or more parcels)		\$80.00 + \$5.00 per lot
2. <u>Plan Checks, Inspection, and Permits</u>		
Does not apply to construction of a single family dwellings, except fire sprinkler systems.		
a. Plan Review – Building Permit		\$80.00 per hour ¼ hour minimum
b. Automatic Fire Sprinkler System: Original Installation (includes: plan review, underground flush, pressure test, alarm test)		
i. NFPA 13 & 13R (commercial, motel, apartments)	\$0.01 per square foot of sprinklered area. (\$250.00 minimum)	
ii. NFPA 13D (1 & 2 family residential)		\$80.00
c. Automatic Fire Sprinkler System: Modification / Replacement		
i. Modification per rented or separately occupied space : (includes: plan review, underground flush, pressure test, alarm test)	\$0.01 per square foot of sprinklered area (\$120.00 minimum)	
ii. Underground pipe installation		\$80.00
iii. System supervision alarm		\$80.00
d. Other Automatic Fire Extinguishing Systems (includes: plan review and test)		\$120.00
e. Fire Alarm Systems (includes: plan review and test)		\$120.00
f. Combustible / flammable Liquid Storage Tanks	\$100.00 for first tank \$25.00 for each additional	
g. Inspections & Tests not previously included.		\$80.00 / hr.

		(1 hr. minimum)
h. Inspections & Tests after hours (when available)	\$120.00 / hr. (1 hr. minimum)	
i. Over the counter, "Rapid Review"	\$80.00 / hr. (1 hr. minimum)	
j. Tents & Membrane Structures (\$80.00 permit, \$40.00 inspection)	\$120.00	
k. Inspections & Tests: (including: requested inspections, Follow-up or re-inspections due to non-compliance or malfunction)	\$80.00 / hr. (1 hr. minimum)	
l. Alarm Malfunctions (3 per calendar year, no charge)	\$200.00 Each occurrence after the first 3	
m. Day Cares	\$40.00 small family 8 – 14 people \$80.00 large family 14 or more	
n. Institutional, Residential Care More than 6, less than 50.	\$80.00 / hr. 1 hr. minimum	
o. Institutional, 50 or more.	\$80.00 / hr.	
p. Solar installation, Residential / Commercial	\$120.00 \$80.00 plan check, \$40.00 inspection	
q. Annual required Inspections, R1, R2, E's, I's, A's (hotel / motels, schools, institutions (jails) and large assemblies)	\$80.00 / hr. 1 hr. minimum	
3. <u>Water Flow Tests & Fire Flow Calculations</u>	\$80.00 / hr. / each	
4. <u>Costs of Reports and Documents</u>		
a. Incident Report	\$5.00 each	
b. Excerpts of Codes or Ordinance (3 pages maximum)	\$3.00 each	
c. Any special Report (requiring research or compilation)	\$15.00 each	
d. Photos		
i. 3" x 5"	\$5.00 each	
ii. 8" x 10"	\$10.00 each	

Proposed Fee Schedule

1	Minor Subdivision (4 Lots or Less)	\$495.00
	Major Subdivision (Over 4 Lots)	\$495.00
		*plus \$20 per lot
2	Mobile Home Parks	\$55.00
	* Per Lot/Space	
3	Site Development Permit	\$165.00
4	Residential Plan Review	\$165.00
	* Plans only, required fire sprinkler plans & engineering will be a deferred submittal, which shall require an additional fee (see below).	
5	Commercial New Construction / Building Plan Review	
	Sq. Ft. of Covered Building Area:	
	0 - 500	\$165
	501 - 1,999	\$495
	2,000 - 4,999	\$990
	5,000 - 10,000	\$1,320
	10,001 - 25,000	\$1,600
	25,001 - 50,000	\$1,750
	50,001 - 75,000	\$2,000
	75,001 - 100,000	\$2,200
	100,001 +	\$2,400
	Plus \$80 Each Additional 10,000 sq. ft., or Portion Thereof. *Any inspections in addition to a rough and final incur; \$165 per hr. for each site inspection / visit. * May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour Fire Prevention time (165.00 Hr.)	
6	Commercial Tenant Improvement Plan Review	
	(Change in Occupancy Type requires "New Construction" Fee Schedule)	
	Sq. Ft. of Covered Building Area:	
	0 - 2,999	\$330
	3,000 - 4,999	\$495
	5,000 - 10,000	\$660
	10,001 - 25,000	\$770
	25,001 - 50,000	\$880
	50,001 - 75,000	\$990
	75,001 - 100,000	\$1,100
	100,001 +	\$1,200
	Plus \$80 Each Additional 10,000 sq. ft., or Portion Thereof. *Any inspections in addition to a rough and final incur; \$165 per hr. for each site inspection / visit. * May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour Fire Prevention time (165.00 Hr.)	
7	Building and Zoning Compliance Review	\$80.00
8	Re-Submittal of Plans	\$165.00
	(Charged Each Re-Submittal After Initial Submittal)	*Plus Consultant Fee, If Applicable
9	Automatic Sprinkler System CFC 105.7.1	
	* May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour of Fire Prevention time (165.00 Hr.).	
	Commercial NFPA 13 Tenant Improvement to Existing Sprinkler System	\$165.00 plus
	*Less than 10 heads	\$0.00 per head
	*Greater than 10 heads	\$3.50 per head
	Commercial and Residential NFPA 13 & 13R	\$330.00 plus
	*Automatic fire extinguishing systems, less than 100 heads.	\$3.50 per head
	*Automatic fire extinguishing systems, more than 100 heads.	\$4.50 per head
	Residential NFPA 13D	\$330.00 plus
	*Automatic fire extinguishing systems, less than 100 heads.	\$3.50 per head
	*Automatic fire extinguishing systems, more than 100 heads.	\$4.50 per head
	Fixed fire-extinguishing System; Installation or modification	\$165.00

10	Special Extinguishing Systems:	
	Pre-Engineered System	\$165.00
		*No More than 2 Heads
		*Plus Consultant Fee, If Applicable
	Cooking Appliance Hood and Duct; NFPA 17A	\$330.00
	Spray Booths; CFC 105.6.45	\$330.00
	All Other Systems	\$330.00
		*Plus Consultant Fee, If Applicable
11	Fire Alarm Systems; CFC 105.7.7	
	Minor fire alarm modification (less than 15 devices)	\$220.00
		plus device fee*
	New or Major Modification	\$440.00
	*\$3.50 per device: i.e. panel; power supply; initiating device: heat, smoke, duct, water-flow, pull stations; notification device: strobe, horn, bell; etc.. *\$4.50 if in concealed space	plus device fee*
	Sprinkler monitoring only (residential)	\$220.00
	(sprinkler and water-flow monitoring)	
12	Standpipe Systems:	
	Sq. Ft. of Covered Building Area:	
	0 - 4,999	\$275.00
	5,000 - 10,000	\$495.00
	10,001 - 25,000	\$715.00
	25,001 - 50,000	\$935.00
	50,001 - 75,000	\$1,100.00
	75,001 - 100,000	\$1,350.00
	100,001 +	\$1,550.00
	plus \$80 Each Additional 10,000 sq. ft. or Portion Thereof * \$165.00 added per floor of building	
13	Fire Code Permits	Annually
	Aerosol Products; CFC 105.6.1	\$165.00
	Ammonium Nitrate Storage; NFPA 1.12.8	\$165.00
	Amusement Buildings; CFC 105.6.2	\$275.00
	Automotive Wrecking Yard; NFPA 1.12.8	\$165.00
	Aviation Buildings; CFC 105.6.3	\$165.00
	Burn Permit	\$25.00
	Carnivals and Fairs or Special Events; CFC 105.6.4	\$220.00
	Cellulose nitrate film; CFC 105.6.5	\$165.00
	Combustible dust-producing operations; CFC 105.6.6	\$165.00
	Combustible fibers; CFC 105.6.7	\$165.00
	Compressed gasses; CFC 105.6.8	\$165.00
	Covered and open Mall buildings, to operate; CFC 105.6.9	\$550.00
	Crop Maze; NFPA 1.12.8	\$165.00
	Cooking Appliance Hood and Duct; NFPA 17A	\$110.00
	Cryogenic fluids; CFC 105.6.10	\$165.00
	Cutting and Welding CFC 105.6.11	\$165.00
	Dry Cleaning; CFC 105.6.12	\$165.00
	Exhibits and Trade Shows; CFC 105.6.13	\$165.00
	Explosives; CFC 105.6.14	
	Use (Each Occurrence)	\$220.00

	Manufacture, Posses, Store, Sell or Dispose of	\$165.00
	Fire Hydrants and Valves (Each Occurrence); CFC 105.6.15	\$55.00
	Flammable and Combustible liquids, Store or Use; CFC 105.6.16	\$165.00
	Above Ground Fuel Tank	\$165.00
	Floor Finishing; CFC 105.6.17	\$165.00
	Fruit and Crop ripening; CFC 105.6.18	\$165.00
	Fumigation and Insecticidal fogging; CFC 105.6.19	\$55.00
	HPM Facilities; CFC 105.6.21	\$220.00
	High-piled Storage; CFC 105.6.22	\$220.00
	Hot work operations; CFC 105.6.23	\$165.00
	Haunted House; CFC 105.6.37	\$165.00
	Industrial Ovens; CFC 105.6.24	\$165.00
	Laboratories; NFPA 1.12.8	\$165.00
	Lumber yards and Woodworking plants; CFC 105.6.25	\$275.00
	Liquid- or gas-fueled vehicles or equipment in assembly buildings; CFC 105.6.26	\$55.00
	LP-gas; CFC 105.6.27	\$55.00
	Magnesium; CFC 105.6.28	\$165.00
	Marijuana - Medical Center; NFPA 1.12.8	\$165.00
	Marijuana - Medical Infused Product; NFPA 1.12.8	\$165.00
	Marijuana Cultivation; NFPA 1.12.8	\$165.00
	Marijuana Retail Product Manufacturing; NFPA 1.12.8	\$165.00
	Marijuana Retail Store; NFPA 1.12.8	\$165.00
	Marijuana Testing Facility; NFPA 1.12.8	\$165.00
	Means of Egress Modifications; NFPA 1.12.8	\$165.00
	Miscellaneous combustible storage; CFC 105.6.29	\$165.00
	Mobile Food preparation Vehicles; CFC 105.6.30	\$110.00
	Motor Fuel-dispensing facilities; CFC 105.6.31	\$165.00
	Open burning; CFC 105.6.32	\$55.00
	Open flames and torches; CFC 105.6.33	\$55.00
	Open flames and candles; CFC 105.6.34	\$55.00
	Organic Coatings; CFC 105.6.35	\$165.00
	Outdoor assembly event; CFC 105.6.36	\$165.00
	Parade Floats; NFPA 1.12.8	\$55.00 Each
	Place of Assembly; CFC 105.6.37	
	Less than 300 persons	\$165.00
	Greater than 300 persons	\$440.00
	Plant extraction systems; CFC 105.7.18 and CFC 105.6.38	
	Carbon Dioxide Enrichment	\$165.00
	Compressed Gas - Use, Storage	\$165.00
	Extraction Process	\$165.00
	Hazardous Material and Flammable Liquids - Use, Storage	\$165.00
	LPG - Use, Storage	\$165.00
	Other	\$165.00
	Private fire hydrants; CFC 105.6.39	\$25 Each
	Pyrotechnic special effects and material; CFC 105.6.40	\$220 Each Occurrence
	Pyroxylin plastics; CFC 105.6.41	\$165.00
	Refrigeration equipment; CFC 105.6.42	\$165.00

Proposed Fee Schedule

Repair garages and motor fuel-dispensing facilities; CFC 105.6.43	\$330.00
Rooftop heliports; CFC 105.6.44	\$220.00
Spaying and Dipping; CFC 105.6.45	\$165.00
Storage of scrap tires and tire byproducts; CFC 105.6.46	\$165.00
Temporary membrane structure and tents; CFC 105.6.47	\$165.00
Tire-rebuilding plants; CFC 105.6.48	\$165.00
Waste handling; CFC 105.6.49	\$165.00
Wood Products; CFC 105.6.50	\$165.00
Additional Permits under; CFC 105.6.51	\$165.00
14 Construction Permits	
Battery System; CFC 105.7.2	\$165.00
Capacitor energy storage systems; CFC 105.7.3	\$165.00
Compressed Gases; CFC 105.7.4	
CO2 Dewar	\$220.00
Medical Gas/Other	\$550.00
Cryogenic Fluids; CFC 105.7.5	\$165.00
Fire pumps and related equipment; CFC 105.7.8	\$495.00
Flammable and combustible liquids; CFC 105.7.9	\$275.00
Fuel cell power system; CFC 105.7.10	\$165.00
Gas detection systems; CFC 105.7.11	\$220.00
Gates and barricades across fire apparatus access roads; CFC 105.7.12	\$165.00
High-piled Combustible storage; CFC 105.7.14	\$220.00
Hoop Houses	\$165.00
Industrial Ovens; CFC 105.7.15	\$220.00
Laboratories; NFPA 1.12.8	\$330.00
LP-gas; CFC 105.7.16	\$330.00
Marijuana - Medical Center; NFPA 1.12.8	\$165.00
Marijuana - Medical Infused Product; NFPA 1.12.8	\$165.00
Marijuana Cultivation; NFPA 1.12.8	\$165.00
Marijuana Retail Product Manufacturing; NFPA 1.12.8	\$165.00
Marijuana Retail Store; NFPA 1.12.8	\$165.00
Marijuana Testing Facility; NFPA 1.12.8	\$165.00
Motor vehicle repair rooms and booths; CFC 105.7.17	\$165.00
Plant extraction systems; CFC 105.7.18 and CFC 105.6.38	
Carbon Dioxide Enrichment	\$165.00
Compressed Gas - Use, Storage	\$165.00
extraction Process	\$165.00
Hazardous Material and Flammable Liquids - Use, Storage	\$165.00
LPG - Use, Storage	\$165.00
Other	\$165.00
Private fire hydrants; CFC 105.7.19	\$330.00
Smoke control or smoke exhaust systems; CFC 105.7.20	\$220.00
Solar photovoltaic power systems; CFC 105.7.21	
Residential	\$165.00
Commercial	\$330.00
Special Event Structures; CFC 105.7.22	\$165.00
Spraying or dipping; CFC 105.7.23	\$495.00

Temporary membrane structures and tents; CFC 105.7.25	\$165.00
17 Annual State Fire Marshal Mandates	Annually
R-1, Hotels / Motels / Apartment Occupancies'	
3 - 10 units	\$165.00
11 - 40 units	\$330.00
41 - 50 units	\$440.00
51+ units	\$440 for first 50 plus *\$55 for each 10 units over 50
R-2.1, Residential Care; HSC 13146.2	
Less than 50 persons	\$220.00
50 or more persons	\$495.00
R-4, Residential Care; HSC 13146.2	
Less than 50 persons	\$220.00
50 or more persons	\$495.00
E, Education Occupancies	
K-12 School	\$165.00
I-3, Institutions; HSC 13146.1	
25 persons or less	\$165.00
26 persons or more	\$330.00
18 Occupancy Type Inspections	Annually
R-3.1, Occupancies	\$0.00
Day Care for more than 6 children aged 2 and over; Education Code Sec. 66700	\$165.00
CA Community College; Education Code Sec. 66700	\$330.00
I-2.1 Occupancies	\$165.00
I-4, Occupancies; Day Cares; HSC 13146	\$165.00
L, Occupancies; Laboratories; HSC 13146	\$165.00
19 Change of Occupancy; NFPA 1.12.8	\$165.00
20 Inspections & Tests not previously included	
Engine Company	\$75.00
	*per Hr. / 1Hr min.
Re-inspection or inspection requiring the Prevention Personnel	\$165.00
	*per Hr. / 1Hr min.
21 Inspections & Tests after hours when available	\$275.00
	*per Hr. / 1Hr min.
22 Expedited Plan Review	\$440.00
	*plus normal plan review fee
23 Weed Abatement; Notification and Inspections	\$165.00
24 Alarm Malfunctions, over 2 in a 12 Month period	3rd - \$150; 4th - \$300; 5th - \$450
	6th - \$600; etc..
25 Investigation Cost Recovery: When deemed negligent, or a violation of the law.	Actual hourly rate for FD members involved.
26 Suppression Cost Recovery: When deemed negligent, or a violation of the law, or outside of District Boundary	Actual hourly rate for FD members and apparatus involved

Description

Examples of some Fire Permits: See Fee Schedule for complete list.

Fire Code Permits	
Aerosol Products; <i>CFC 105.6.1</i>	To Manufacture, store or handle an aggregate quantity of Level 2 or Level 3 aerosol products in excess of 500 pounds net weight
Amusement Buildings; <i>CFC 105.6.2</i>	To operate
Automotive Wrecking Yard; <i>NFPA 1.12.8</i>	To operate
Carnivals and Fairs or Special Events; <i>CFC 105.6.4</i>	To operate
Compressed gasses; <i>CFC 105.6.8</i>	To store, use or handle in excess of CFC Table 105.6.8; CO: 100lbs, Corrosive: 200 cubic ft., Flammable: 200 cubic ft., Toxic: any, Inert and simple asphyxiate: 6000 cubic ft., Oxidizing: 504 cubic ft., Pyrophoric: any
Cooking Appliance Hood and Duct; <i>NFPA 17A</i>	To operate a business with a ANSI/UL 300 system
Dry Cleaning; <i>CFC 105.6.12</i>	To engage in the business of
Exhibits and Trade Shows; <i>CFC 105.6.13</i>	To operate exhibits and trade shows 1.5 hours or longer
High-piled Storage; <i>CFC 105.6.22</i>	To conduct >500 sq. ft. of high-pile racks in a new or excepting business for the storage of combustible materials
Industrial Ovens; <i>CFC 105.6.24</i>	To operate
Means of Egress Modifications; <i>NFPA 1.12.8</i>	To modify
Outdoor assembly event; <i>CFC 105.6.36</i>	To operate
Place of Assembly; <i>CFC 105.6.37</i>	To operate
Less than 300 persons	
Greater than 300 persons	
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>	To operate
Carbon Dioxide Enrichment	To operate
Compressed Gas - Use, Storage	To operate
Extraction Process	To operate
Hazardous Material and Flammable Liquids - Use, Storage	To operate
LPG - Use, Storage	To operate
Other	To operate
Private fire hydrants; <i>CFC 105.6.39</i>	To use or remove from service
Repair garages and motor fuel-dispensing facilities; <i>CFC 105.6.43</i>	An operational permit is required for the operation of repair garages and automotive, marine, and fleet motor fuel dispensing facilities.
Rooftop heliports; <i>CFC 105.6.44</i>	To operate
Temporary membrane structure and tents; <i>CFC 105.6.47</i>	To operate an air-supported temporary membrane structure, umbrella structure, or a tent >400 sq. ft. for longer then 1.5 hours (each)

Description

Examples of some Construction Permits:
See Fee Schedule for complete list.

Construction Permits	
Compressed Gases; <i>CFC 105.7.4</i>	
CO2 Dewar	To install, repair damage to, abandon, remove, place temporarily out of service or close or substantially modify a system
Medical Gas/Other	
Cooking Appliance Hood and Duct; <i>NFPA 17A</i>	A construction permit is required for installation of or modification
Gas detection systems; <i>CFC 105.7.11</i>	A construction permit is required for installation of or modification to a gas detection system.
Gates and barricades across fire apparatus access roads; <i>CFC 105.7.12</i>	A construction permit is required for the installation of or modification to a gate or barricade across a fire apparatus access road.
High-piled Combustible storage; <i>CFC 105.7.14</i>	A construction permit is required for the installation of or modification to a structure exceeding 500 square feet (46 m2), including aisles, for high-piled combustible storage. Maintenance performed in accordance with this code is not considered to be a modification and does not require a construction permit.
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>	A construction permit is required for installation of or modification to a plant extraction system.
Carbon Dioxide Enrichment	
Compressed Gas - Use, Storage	
Extraction Process	
Hazardous Material and Flammable Liquids - Use, Storage	
LPG - Use, Storage	
Other	
Solar photovoltaic power systems; <i>CFC 105.7.21</i>	
Residential	A construction permit is required for installation of or modification
Commercial	
Special Event Structures; <i>CFC 105.7.22</i>	A single construction permit is required to erect and take down a temporary special event structure.
Temporary membrane structures and tents; <i>CFC 105.7.25 & NFPA 1.12.8</i>	A construction permit is required to erect an air-supported temporary membrane structure, a temporary stage canopy or a tent having an area in excess of 200 square feet (18.6m sq.) or a canopy in excess of 440 square feet (37 m square).

Description

Examples of some Annual Inspections: See Fee Schedule for complete list.

Annual State Fire Marshal Mandates	
R-1, Hotels / Motels / Apartment Occupancies'	California State Fire Marshal Mandated Inspections HSC §13143-13146
3 - 10 units	
11 - 40 units	
41 - 50 units	
51+ units	
R-2.1, Residential Care; <i>HSC 13146.2</i>	
Less than 50 persons	
50 or more persons	
R-4, Residential Care; <i>HSC 13146.2</i>	
Less than 50 persons	California State Fire Marshal Inspections HSC §13143-13146
50 or more persons	
E, Education Occupancies	
K-12 School	
I-3; Institutions: <i>HSC 13146.1</i>	
25 persons or less	
26 persons or more	
Occupancy Type Inspections	
R-3.1, Occupancies	
Day Care for more than 6 children aged 2 and over; <i>Education Code Sec. 66700</i>	
CA Community College; <i>Education Code Sec. 66700</i>	
I-2.1 Occupancies	
I-4, Occupancies; Day Cares: <i>HSC 13146</i>	
L, Occupancies; Laboratories: <i>HSC 13146</i>	
Change of Occupancy: <i>NFPA 1.12.8</i>	

City Comparisons

	Population per budget information	Fire Department Budget	Staffing	\$/Civilian	Mean Household Income	Median House or condo Value	Prevention Budget	Prevention % of Budget	Dedicated Prevention Staff
Ukiah Valley Fire Authority (Ukiah)	40000	\$5,722,422.00	19	\$143.06	\$49,550.00	\$355,813.00	\$153,072.00	2.67%	0*
Woodland	60012	\$11,726,423.00	44	\$195.40	\$64,476.00	\$367,372.00	\$553,955.00	4.72%	3
Grass Valley	12987	\$2,082,905.00	14	\$160.38	\$37,927.00	\$322,777.00	N/A	N/A	0
Roseville	142000	\$34,198,936.00	119	\$240.84	\$80,426.00	\$441,100.00	\$2,099,062.00	6.14%	9
Healdsburg	11840	\$3,344,387.00	12	\$282.47	\$87,309.00	\$792,815.00	N/A	N/A	2
Lake County (Clearlake)	15066	\$4,867,500.00	26	\$323.08	\$32,705.00	\$108,604.00	N/A	N/A	1
Cloverdale	8803	\$2,100,000.00	3+	\$238.56	\$75,412.00	\$482,226.00	N/A	N/A	0
Apple Valley	94000	\$11,817,585.00	48	\$125.72	\$55,951.00	\$249,900.00	\$450,204.00	3.81%	4.6
Santa Rosa	175269	\$48,235,997.00	139	\$275.21	\$75,356.00	\$568,200.00	\$2,434,081.00	5.05%	11

*Currently have an Engineer temporarily assigned to a 40 hour week to cover. This creates an open shift position that can impact overtime expenses.

Fee Comparisons

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
New Construction Plan Check									
Sq. Ft. of Covered Building Area:									
0 - 500	\$165	\$152.00 per Hr. + 25%	\$1,010.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$202.00	\$245.00
501 - 1,999	\$495	\$152.00 per Hr. + 25%	\$1,010.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$202.00	\$320.00
2,000 - 4,999	\$990	\$152.00 per Hr. + 25%	\$1,010.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$405.00	\$470.00
5,000 - 10,000	\$1,320	\$152.00 per Hr. + 25%	\$1,200.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$665.00	\$720.00
10,001 - 25,000	\$1,600	\$152.00 per Hr. + 25%	\$1,380.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$1,519.00	\$1,470.00
25,001 - 50,000	\$1,750	\$152.00 per Hr. + 25%	\$1,560.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$2,025.00	\$2,270.00
50,001 - 75,000	\$2,000	\$152.00 per Hr. + 25%	\$1,750.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$2,531.00	\$3,570.00
75,001 - 100,000	\$2,200	\$152.00 per Hr. + 25%	\$1,930.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$2,531.00	\$4,870.00
100,001 +	\$2,400	\$152.00 per Hr. + 25%	\$2,130.00	Third Party Fee	\$160.00	\$160.00 per Hr.	Third Party Fee	\$2,531.00	\$4870.00 + \$0.02 per sq. ft.

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
Automatic Sprinkler System CFC 105.7.1									
Commercial NFPA 13 Tenant Improvement to Existing Sprinkler System									
*Less than 10 heads	\$165	\$152.00	\$645.00 and up	\$609.00	\$0.10/sq.ft.	\$160.00	\$643.00	\$506.00	\$220.00 plus \$0.05 per sq ft.
*Greater than 10 heads	\$165.00 plus \$3.50 per head	\$438.00 plus \$3.93 per head	\$645.00 and up	plus \$508.00 each 100 heads	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 30	\$1,284.00	\$607.00	\$220.00 plus \$0.05 per sq ft.
Commercial and Residential NFPA 13 & 13R									
*Automatic fire extinguishing systems, less than 100 heads.	\$330.00 plus \$3.50 per head	\$438.00 plus \$6.27 per head	\$550.00 and Up	\$609.00	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 30	\$1,926.00	\$607.00	\$220.00 plus \$0.05 per sq ft.
*Automatic fire extinguishing systems, more than 100 heads.	\$330.00 plus \$4.50 per head	\$438.00 plus \$6.27 per head	\$550.00 and Up	plus \$508.00 each 100 heads	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 31	\$2,407.00	\$709.00	\$220.00 plus \$0.05 per sq ft.
Residential NFPA 13D	\$330.00 plus	\$438.00	\$550.00 and Up	\$609.00	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 32	\$1,926.00	\$202.00	\$608.00
*Automatic fire extinguishing systems, less than 100 heads.	\$330.00 plus \$3.50 per head	\$438.00 plus 3.93 per head	\$550.00 and Up	\$609.00	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 33	\$2,407.00	\$607.00	\$608.00
*Automatic fire extinguishing systems, more than 100 heads.	\$330.00 plus \$4.50 per head	\$438.00 plus \$6.27 per head	\$550.00 and Up	plus \$508.00 each 100 heads	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 34	\$3,210.00	\$709.00	\$608.00
Fixed fire-extinguishing System; installation or modification	\$165.00	\$464.00	\$185.00	NA	\$0.10/sq.ft.	\$337.00 plus \$2.00 per fixture over 35	\$1,605.00	\$202.00	\$220.00 plus \$0.05 per sq ft.

	Ukiah	Santa Rosa	Apple Valley	Cloverdale	Lake County	Healdsburg	Roseville	Grass valley	Woodland
Fire Code Permits									
Aerosol Products; CFC 105.6.1	\$165.00	\$291.00	\$140.00	\$242.00	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Ammonium Nitrate Storage; NFPA 1.12.8	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	NA
Amusement Buildings; CFC 105.6.2	\$275.00	\$303.00	\$230.00	NA	NA	\$160.00	\$321.00	\$95.00 per Hr.	\$216.00
Automotive Wrecking Yard; NFPA 1.12.8	\$165.00	\$423.00	NA	\$308.00	\$75.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	NA
Aviation Buildings; CFC 105.6.3	\$165.00	\$268.00	\$230.00	\$222.00	\$150.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Burn Permit	\$25.00	NA	\$30.00	\$121.00	NA	NA	NA	\$95.00 per Hr.	NA
Carnivals and Fairs or Special Events; CFC 105.6.4	\$220.00	\$148.00 / \$296.00	\$230.00	NA	NA	\$160.00	NA	\$95.00 per Hr.	\$216.00
Cellulose nitrate film; CFC 105.6.5	\$165.00	\$146.00 / \$358.00	\$140.00	\$121.00 / \$297.00	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Combustible dust-producing operations; CFC 105.6.6	\$165.00	\$371.00	\$140.00	\$222.00	NA	\$152.00	\$321.00	\$95.00 per Hr.	\$297.00
Combustible fibers; CFC 105.6.7	\$165.00	\$358.00	\$140.00	\$297.00	NA	\$152.00	\$321.00	\$95.00 per Hr.	\$216.00
Compressed gasses; CFC 105.6.8	\$165.00	\$353.00	\$140.00	NA	\$75.00	\$160.00 per Hr.	\$432.00	\$95.00 per Hr.	\$216.00
Covered and open Mall buildings, to operate; CFC 105.6.9	\$550.00	\$730.00	\$140.00	\$606.00	\$125.00	\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$297.00
Crop Maze; NFPA 1.12.8	\$165.00	\$152.00 / Hr. 1; *1 Hr. minimum	NA	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	NA
Cooking Appliance Hood and Duct; NFPA 17A	\$110.00	\$152.00 / Hr. 1; *1 Hr. minimum	\$140.00	\$293.00	NA	\$333.00	\$758.00	\$202.00	\$264.00 / Hr.
Cryogenic fluids; CFC 105.6.10	\$165.00	CUPA	\$140.00	NA	NA	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00
Cutting and Welding CFC 105.6.11	\$165.00	\$227.00	\$140.00	NA	NA	\$160.00 per Hr.	\$321.00	\$95.00 per Hr.	\$264.00 / Hr.
Dry Cleaning; CFC 105.6.12	\$165.00	\$291.00 / \$608.00	\$140.00	NA	\$100.00	\$160.00 per Hr.	NA	\$95.00 per Hr.	\$216.00



Action

- Discussion
- Adoption of newly expanded Fee Schedule

Thank You



RESOLUTION NO. 2020-

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH ADJUSTING FIRE PREVENTION FEE SCHEDULE

WHEREAS,

1. The Fire Marshal for the City of Ukiah or his delegate(s) reviews various plans submitted in connection with building permit, subdivision, and other applications; and conducts inspections of property and improvements; and issues permits under the Uniform Fire Code and other applicable codes, ordinances, and regulations; and
2. Fire Department Site and Plan Review fees, Fire Department Plan Check and Inspection fees, Water Flow Test and Fire Flow Calculation fees, and Cost of Reports and Documents have not been updated since 1997 when the fee schedule was adopted; and
3. The cost incurred by the City of Ukiah of providing these services has increased significantly; and
4. The applicants or parties requesting or requiring these services should pay for the actual cost incurred by the City; and
5. The City has provided all notices required by law and pursuant to Government Code Section 54992 has made available to the public for a period of ten (10) day prior to the hearing on the fees established or adjusted in this resolution, data indicating the amount of cost, or estimated cost, required to provide the service for which the fee is levied, and the revenue sources anticipated to provide the service, including general fund revenues; and
6. The City Council finds that the fees imposed by this resolution do not exceed the estimated reasonable cost of providing the service for which the fee is charged and the fees for reports or documents do not exceed the direct costs of duplication; and
7. The fees for site and plan reviews, plan checks, and inspections will not normally apply to plans or other actions involved in the actual construction of single family dwellings, but will apply to approvals required for residential, as well as other, subdivisions and residential automatic fire sprinkler systems.

NOW, THEREFORE, BE IT RESOLVED that:

1. The City Council of the City of Ukiah hereby adopts the following fees for Fire Department services as set forth in the Fee Schedule contained herein.
2. That the fees imposed by said Fee Schedule must be paid by the applicant for any permit in connection with which any covered plan check or inspection is requested or required before the service is provided.
3. That when any covered inspection is conducted for fire safety purposes and not at the request of the permit applicant, property owner, tenant, or other person occupying the property, or where collecting the fee in advance is for any other reason impractical or not in the interest of preserving

fire safety, the City shall collect the fee at the earliest opportunity and the Finance Department and City Attorney are authorized to take all actions, including legal action, they deem necessary to collect said fees. The City's ordinances imposing interest and authorizing the City to recover its attorney's fees shall apply to such collection efforts. If an applicant commences work requiring a permit for which a covered inspection or plan check is required before submitting his or her application, the fees set forth in the Fee Schedule shall be doubled for all covered services provided in connection with that permit application.

FEE SCHEDULE

Minor Subdivision (4 Lots or Less)				\$495.00	
Major Subdivision(Over 4 Lots)				\$495.00	
				<i>*plus \$20 per lot</i>	
Mobile Home Parks				\$55.00	
* Per Lot/Space					
Site Development Permit				\$165.00	
Residential Plan Review				\$165.00	
<i>* Plans only, required fire sprinkler plans & engineering</i>					
<i>will be a deferred submittal, which shall require an additional fee (see below).</i>					
Commercial New Construction / Building Plan Review					
<u>Sq. Ft. of Covered Building Area:</u>					
0 - 500		\$165		<i>Plus \$80 Each Additional 10,000 sq. ft., or Portion Thereof. *Any inspections in addition to a rough and final incur; \$165 per hr. for each site inspection / visit, * May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour Fire Prevention time (165.00 Hr.)</i>	
501 - 1,999		\$495			
2,000 - 4,999		\$990			
5,000 - 10,000		\$1,320			
10,001 - 25,000		\$1,600			
25,001 - 50,000		\$1,750			
50,001 - 75,000		\$2,000			
75,001 - 100,000		\$2,200			
100,001 +		\$2,400			
Commercial Tenant Improvement Plan Review					
<i>(Change in Occupancy Type requires "New Construction" Fee Schedule)</i>					
<u>Sq. Ft. of Covered Building Area:</u>					
0 - 2,999		\$330		<i>Plus \$80 Each Additional 10,000 sq. ft., or Portion Thereof. *Any inspections in addition to a rough and final incur; \$165 per hr. for each site inspection / visit, * May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour Fire Prevention time (165.00 Hr.)</i>	
3,000 - 4,999		\$495			
5,000 - 10,000		\$660			
10,001 - 25,000		\$770			
25,001 - 50,000		\$880			
50,001 - 75,000		\$990			
75,001 - 100,000		\$1,100			
100,001 +		\$1,200			
Building and Zoning Compliance Review				\$80.00	

Re-Submittal of Plans							\$165.00	
(Charged Each Re-Submittal After Initial Submittal)							*Plus Consultant Fee, If Applicable	
Automatic Sprinkler System CFC 105.7.1								
* May require an outside consultant due to complexity or time constraints. Billed at actual cost plus 1 hour of Fire Prevention time (165.00 Hr.).								
Commercial NFPA 13 Tenant Improvement to Existing Sprinkler System							\$165.00 plus	
*Less than 10 heads							\$0.00 per head	
*Greater than 10 heads							\$3.50 per head	
Commercial and Residential NFPA 13 & 13R							\$330.00 plus	
*Automatic fire extinguishing systems, less than 100 heads.							\$3.50 per head	
*Automatic fire extinguishing systems, more than 100 heads.							\$4.50 per head	
Residential NFPA 13D							\$330.00 plus	
*Automatic fire extinguishing systems, less than 100 heads.							\$3.50 per head	
*Automatic fire extinguishing systems, more than 100 heads.							\$4.50 per head	
Fixed fire-extinguishing System; Installation or modification							\$165.00	
Special Extinguishing Systems:								
Pre-Engineered System							\$165.00	
							*No More than 2 Heads	
							*Plus Consultant Fee, If Applicable	
Cooking Appliance Hood and Duct; NFPA 17A							\$330.00	
Spray Booths; CFC 105.6.45							\$330.00	
All Other Systems							\$330.00	
							*Plus Consultant Fee, If Applicable	
Fire Alarm Systems; CFC 105.7.7								
Minor fire alarm modification (less than 15 devices)							\$220.00	
							plus device fee*	
New or Major Modification							\$440.00	
* \$3.50 per device: i.e. panel; power supply; initiating device: heat, smoke, duct, water-flow, pull stations; notification device: strobe, horn, bell; etc.. * \$4.50 if in concealed space							plus device fee*	
Sprinkler monitoring only (residential)							\$220.00	
(sprinkler and water-flow monitoring)								
Standpipe Systems:								
Sq. Ft. of Covered Building Area:								
0 - 4,999		\$275.00	plus \$80 Each Additional 10,000 sq. ft. or Portion Thereof					*
5,000 - 10,000		\$495.00						

10,001 - 25,000	\$715.00	\$165.00 added per floor of building	
25,001 - 50,000	\$935.00		
50,001 - 75,000	\$1,100.00		
75,001 - 100,000	\$1,350.00		
100,001 +	\$1,550.00		
Fire Code Permits		Annually	
Aerosol Products; <i>CFC 105.6.1</i>		\$165.00	
Ammonium Nitrate Storage; <i>NFPA 1.12.8</i>		\$165.00	
Amusement Buildings; <i>CFC 105.6.2</i>		\$275.00	
Automotive Wrecking Yard; <i>NFPA 1.12.8</i>		\$165.00	
Aviation Buildings; <i>CFC 105.6.3</i>		\$165.00	
Burn Permit		\$25.00	
Carnivals and Fairs or Special Events; <i>CFC 105.6.4</i>		\$220.00	
Cellulose nitrate film; <i>CFC 105.6.5</i>		\$165.00	
Combustible dust-producing operations; <i>CFC 105.6.6</i>		\$165.00	
Combustible fibers; <i>CFC 105.6.7</i>		\$165.00	
Compressed gasses; <i>CFC 105.6.8</i>		\$165.00	
Covered and open Mall buildings, to operate; <i>CFC 105.6.9</i>		\$550.00	
Crop Maze; <i>NFPA 1.12.8</i>		\$165.00	
Cooking Appliance Hood and Duct; <i>NFPA 17A</i>		\$110.00	
Cryogenic fluids; <i>CFC 105.6.10</i>		\$165.00	
Cutting and Welding <i>CFC 105.6.11</i>		\$165.00	
Dry Cleaning; <i>CFC 105.6.12</i>		\$165.00	
Exhibits and Trade Shows; <i>CFC 105.6.13</i>		\$165.00	
Explosives; <i>CFC 105.6.14</i>			
Use (Each Occurrence)		\$220.00	
Manufacture, Posses, Store, Sell or Dispose of		\$165.00	
Fire Hydrants and Valves (Each Occurrence); <i>CFC 105.6.15</i>		\$55.00	
Flammable and Combustible liquids, Store or Use; <i>CFC 105.6.16</i>		\$165.00	
Above Ground Fuel Tank		\$165.00	
Floor Finishing; <i>CFC 105.6.17</i>		\$165.00	
Fruit and Crop ripening; <i>CFC 105.6.18</i>		\$165.00	
Fumigation and Insecticidal fogging; <i>CFC 105.6.19</i>		\$55.00	
HPM Facilities; <i>CFC 105.6.21</i>		\$220.00	
High-piled Storage; <i>CFC 105.6.22</i>		\$220.00	
Hot work operations; <i>CFC 105.6.23</i>		\$165.00	
Haunted House; <i>CFC 105.6.37</i>		\$165.00	
Industrial Ovens; <i>CFC 105.6.24</i>		\$165.00	
Laboratories; <i>NFPA 1.12.8</i>		\$165.00	

Lumber yards and Woodworking plants; <i>CFC 105.6.25</i>	\$275.00	
Liquid- or gas-fueled vehicles or equipment in assembly buildings; <i>CFC 105.6.26</i>	\$55.00	
LP-gas; <i>CFC 105.6.27</i>	\$55.00	
Magnesium; <i>CFC 105.6.28</i>	\$165.00	
Marijuana - Medical Center; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana - Medical Infused Product; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Cultivation; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Retail Product Manufacturing; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Retail Store; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Testing Facility; <i>NFPA 1.12.8</i>	\$165.00	
Means of Egress Modifications; <i>NFPA 1.12.8</i>	\$165.00	
Miscellaneous combustible storage; <i>CFC 105.6.29</i>	\$165.00	
Mobile Food preparation Vehicles; <i>CFC 105.6.30</i>	\$110.00	
Motor Fuel-dispensing facilities; <i>CFC 105.6.31</i>	\$165.00	
Open burning; <i>CFC 105.6.32</i>	\$55.00	
Open flames and torches; <i>CFC 105.6.33</i>	\$55.00	
Open flames and candles; <i>CFC 105.6.34</i>	\$55.00	
Organic Coatings; <i>CFC 105.6.35</i>	\$165.00	
Outdoor assembly event; <i>CFC 105.6.36</i>	\$165.00	
Parade Floats; <i>NFPA 1.12.8</i>	\$55.00 Each	
Place of Assembly; <i>CFC 105.6.37</i>		
Less than 300 persons	\$165.00	
Greater than 300 persons	\$440.00	
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>		
Carbon Dioxide Enrichment	\$165.00	
Compressed Gas - Use, Storage	\$165.00	
Extraction Process	\$165.00	
Hazardous Material and Flammable Liquids - Use, Storage	\$165.00	
LPG - Use, Storage	\$165.00	
Other	\$165.00	
Private fire hydrants; <i>CFC 105.6.39</i>	\$25 Each	
Pyrotechnic special effects and material; <i>CFC 105.6.40</i>	\$220 Each Occurrence	
Pyroxylin plastics; <i>CFC 105.6.41</i>	\$165.00	
Refrigeration equipment; <i>CFC 105.6.42</i>	\$165.00	
Repair garages and motor fuel-dispensing facilities; <i>CFC 105.6.43</i>	\$330.00	
Rooftop heliports; <i>CFC 105.6.44</i>	\$220.00	
Spaying and Dipping; <i>CFC 105.6.45</i>	\$165.00	
Storage of scrap tires and tire byproducts; <i>CFC 105.6.46</i>	\$165.00	
Temporary membrane structure and tents; <i>CFC 105.6.47</i>	\$165.00	
Tire-rebuilding plants; <i>CFC 105.6.48</i>	\$165.00	

Waste handling; <i>CFC 105.6.49</i>	\$165.00	
Wood Products; <i>CFC 105.6.50</i>	\$165.00	
Additional Permits under; <i>CFC 105.6.51</i>	\$165.00	
Construction Permits		
Battery System; <i>CFC 105.7.2</i>	\$165.00	
Capacitor energy storage systems; <i>CFC 105.7.3</i>	\$165.00	
Compressed Gases; <i>CFC 105.7.4</i>		
CO2 Dewar	\$220.00	
Medical Gas/Other	\$550.00	
Cryogenic Fluids; <i>CFC 105.7.5</i>	\$165.00	
Fire pumps and related equipment; <i>CFC 105.7.8</i>	\$495.00	
Flammable and combustible liquids; <i>CFC 105.7.9</i>	\$275.00	
Fuel cell power system; <i>CFC 105.7.10</i>	\$165.00	
Gas detection systems; <i>CFC 105.7.11</i>	\$220.00	
Gates and barricades across fire apparatus access roads; <i>CFC 105.7.12</i>	\$165.00	
High-piled Combustible storage; <i>CFC 105.7.14</i>	\$220.00	
Hoop Houses	\$165.00	
Industrial Ovens; <i>CFC 105.7.15</i>	\$220.00	
Laboratories; <i>NFPA 1.12.8</i>	\$330.00	
LP-gas; <i>CFC 105.7.16</i>	\$330.00	
Marijuana - Medical Center; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana - Medical Infused Product; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Cultivation; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Retail Product Manufacturing; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Retail Store; <i>NFPA 1.12.8</i>	\$165.00	
Marijuana Testing Facility; <i>NFPA 1.12.8</i>	\$165.00	
Motor vehicle repair rooms and booths; <i>CFC 105.7.17</i>	\$165.00	
Plant extraction systems; <i>CFC 105.7.18 and CFC 105.6.38</i>		
Carbon Dioxide Enrichment	\$165.00	
Compressed Gas - Use, Storage	\$165.00	
extraction Process	\$165.00	
Hazardous Material and Flammable Liquids - Use, Storage	\$165.00	
LPG - Use, Storage	\$165.00	
Other	\$165.00	
Private fire hydrants; <i>CFC 105.7.19</i>	\$330.00	
Smoke control or smoke exhaust systems; <i>CFC 105.7.20</i>	\$220.00	
Solar photovoltaic power systems; <i>CFC 105.7.21</i>		
Residential	\$165.00	
Commercial	\$330.00	
Special Event Structures; <i>CFC 105.7.22</i>	\$165.00	
Spraying or dipping; <i>CFC 105.7.23</i>	\$495.00	

Temporary membrane structures and tents; <i>CFC 105.7.25</i>	\$165.00	
Annual State Fire Marshal Mandates	Annually	
R-1, Hotels / Motels / Apartment Occupancies'		
3 - 10 units	\$165.00	
11 - 40 units	\$330.00	
41 - 50 units	\$440.00	
51+ units	\$440 for first 50 plus	
	*\$55 for each 10 units over 50	
R-2.1, Residential Care; <i>HSC 13146.2</i>		
Less than 50 persons	\$220.00	
50 or more persons	\$495.00	
R-4, Residential Care; <i>HSC 13146.2</i>		
Less than 50 persons	\$220.00	
50 or more persons	\$495.00	
E; Education Occupancies		
K-12 School	\$165.00	
I-3; Institutions; <i>HSC 13146.1</i>		
25 persons or less	\$165.00	
26 persons or more	\$330.00	
Occupancy Type Inspections	Annually	
R-3.1, Occupancies	\$0.00	
Day Care for more than 6 children aged 2 and over; <i>Education Code Sec. 66700</i>	\$165.00	
CA Community College; <i>Education Code Sec. 66700</i>	\$330.00	
I-2.1 Occupancies	\$165.00	
I-4, Occupancies; Day Cares; <i>HSC 13146</i>	\$165.00	
L, Occupancies; Laboratories; <i>HSC 13146</i>	\$165.00	
Change of Occupancy; <i>NFPA 1.12.8</i>	\$165.00	
Inspections & Tests not previously included		
Engine Company	\$75.00	
	*per Hr. / 1Hr min.	
Re-inspection or inspection requiring the Prevention Personnel	\$165.00	
	*per Hr. / 1Hr min.	
Inspections & Tests after hours when available	\$275.00	
	*per Hr. / 1Hr min.	
Expedited Plan Review	\$440.00	
	*plus normal plan review fee	
Weed Abatement; Notification and Inspections	\$165.00	
Alarm Malfunctions, over 2 in a 12 Month period	3rd - \$150; 4th - \$300; 5th - \$450	

	6th - \$600; etc..
Investigation Cost Recovery: When deemed negligent, or a violation of the law.	<i>Actual hourly rate for FD members involved.</i>
Suppression Cost Recovery: When deemed negligent, or a violation of the law, or outside of District Boundary	<i>Actual hourly rate for FD members and apparatus involved</i>

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

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

SUBJECT: Discuss and Consider Approval of Resolution Confirming Emergency Orders of the City Manager of the City of Ukiah in His Capacity as the Director of Emergency Services Expanding the Temporary Use of Property for Businesses Impacted by COVID-19.

DEPARTMENT: City Manager / Admin

PREPARED BY: Sage Sangiacomo, City Manager

PRESENTER: Shannon Riley, Deputy City Manager

ATTACHMENTS:

1. Draft Res Confirming the EO of the CM EXPANDING THE TEMPORARY USE OF PROPERTY FOR BUSINESSES IMPACTED BY COVID-19

Summary: The City Council will consider approval of a Resolution confirming emergency orders of the City Manager of the City of Ukiah in his capacity as the Director of Emergency Services related to the COVID-19 pandemic.

Background: In response to a declared emergency, Ukiah City Code Sections 5122F and 5130 give the City Council, City Manager and other designated delegates the authority to adopt rules, orders or regulations to provide for the protection of life and property and preservation of public order and safety.

In addition, California Government Code Section 8550(a) may confer not only on the Governor as to state statutes and regulations, but also on the City Council, as to City ordinances and regulations, the authority to suspend them, where the City Council determines and declares that strict compliance with the ordinance or regulation would in any way prevent, hinder, or delay the mitigation of the effects of the emergency.

Ukiah City Code:

UCC 5122 F. In the event of the proclamation of a local emergency, the proclamation of a state of emergency by the Governor or the Director of the California Office of Emergency Services, or the existence of a state of war emergency, the Director is hereby empowered:

1. To make and issue rules and regulations on matters reasonably related to the protection of life and property as affected by such emergency; provided, however, such rules and regulations must be confirmed at the earliest possible time by the City Council;

UCC 5130 AUTHORITY FOR EMERGENCY ORDERS AND REGULATIONS

The City Council, to provide prompt response to emergency situations following the proclamation of a local emergency as authorized in this Chapter, the proclamation of a state of emergency, local emergency or the existence of a state of war emergency, specifically delegates in the following priority order, to the City Manager, Assistant City Manager, or others authorized by the City Manager to act as Director of Emergency Services in the Emergency Operations Center, authority to promulgate orders and regulations to provide for the protection of life and property, where necessary to preserve the public order and safety. Such orders and

regulations should, when circumstances permit, be jointly concurred in, but may be independently promulgated when the situation makes concurrence impractical. All such orders and regulations to be effective must be in writing and signed by the promulgating official, and must be confirmed at the next regular meeting of the City Council.

California Government Code:

§ 8550. Declaration of purpose and policy

The state has long recognized its responsibility to mitigate the effects of natural, manmade, or war-caused emergencies that result in conditions of disaster or in extreme peril to life, property, and the resources of the state, and generally to protect the health and safety and preserve the lives and property of the people of the state. To ensure that preparations within the state will be adequate to deal with such emergencies, it is hereby found and declared to be necessary:

(a) To confer upon the Governor and upon the chief executives and governing bodies of political subdivisions of this state the emergency powers provided herein; and to provide for state assistance in the organization and maintenance of the emergency programs of such political subdivisions.

(b) To provide for a state office to be known and referred to as the Office of Emergency Services, within the office of the Governor, and to prescribe the powers and duties of the director of that office.

(c) To provide for the assignment of functions to state entities to be performed during an emergency and for the coordination and direction of the emergency actions of those entities.

(d) To provide for the rendering of mutual aid by the state government and all its departments and agencies and by the political subdivisions of this state in carrying out the purposes of this chapter.

(e) To authorize the establishment of such organizations and the taking of such actions as are necessary and proper to carry out the provisions of this chapter.

It is further declared to be the purpose of this chapter and the policy of this state that all emergency services functions of this state be coordinated as far as possible with the comparable functions of its political subdivisions, of the federal government including its various departments and agencies, of other states, and of private agencies of every type, to the end that the most effective use may be made of all manpower, resources, and facilities for dealing with any emergency that may occur.

§ 8571. Suspension of regulatory statutes and agency rules during states of emergency

During a state of war emergency or a state of emergency the Governor may suspend any regulatory statute, or statute prescribing the procedure for conduct of state business, or the orders, rules, or regulations of any state agency, including subdivision (d) of Section 1253 of the Unemployment Insurance Code, where the Governor determines and declares that strict compliance with any statute, order, rule, or regulation would in any way prevent, hinder, or delay the mitigation of the effects of the emergency.

Discussion: The City Council will consider a resolution confirming the following emergency orders summarized below related to the COVID-19 pandemic:

The Governor and Mendocino County Health Officer have issued a series of orders that restrict the type of business that can operate and how those businesses can provide services and goods due to the risk of

COVID-19 infection. Businesses permitted to open are required to modify their operations to comply with federal, state, and local directives and guidelines to ensure compliance with Social Distancing Requirements and other COVID-19 risk mitigation measures.

In order to comply with health orders, the City of Ukiah recognizes that businesses need to have the ability to modify operations, which requires unique allowances and temporary relief from certain zoning and land use regulations. Therefore, the enclosed order allows businesses including but not limited to retail, restaurants, and mobile food vendors to apply at no cost for the temporary use of City-owned and private property for modified business operations as may be necessitated by the impacts of COVID-19.

The attached Resolution (Attachment 1) includes additional detail regarding this temporary program, which is designed to provide expedient and affordable relief to Ukiah's business community.

Recommended Action: Approve Resolution confirming Emergency Order of the City Manager of the City of Ukiah, in his capacity as the Director of Emergency Services for the City, Expanding the Temporary Use of Property for Businesses Impacted by COVID-19.

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: David Rapport, City Attorney; Craig Schlatter, Director of Community Development; Shannon Riley, Deputy City Manager; Tim Eriksen, Director of Public Works and City Engineer

Approved: 
Sage Sangiacomo, City Manager

RESOLUTION NO. 2020-XX

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF UKIAH, CALIFORNIA, CONFIRMING THE EMERGENCY ORDER OF THE CITY MANAGER OF THE CITY OF UKIAH, IN HIS CAPACITY AS THE DIRECTOR OF EMERGENCY SERVICES FOR THE CITY, EXPANDING THE TEMPORARY USE OF PROPERTY FOR BUSINESSES IMPACTED BY COVID-19.

WHEREAS, On March 4, 2020, the Governor of the State of California responded to the COVID-19 pandemic by issuing a Proclamation of State of Emergency under the authority of California Government Code Section 8625;

WHEREAS, On March 18, 2020, in Resolution No. 2020-14, in response to the Governor's proclamation and the threat of the spread of COVID-19 in the City, the City Council ratified the proclamation of a local emergency pursuant to Government Code Section 8550, et seq., and Ukiah City Code Section 5125;

WHEREAS, under the Local Emergency Declaration in Resolution No. 2020-14, during the existence of this local emergency, the City Manager or his designee is authorized to take whatever action is authorized under the Ukiah City Code and state and federal law, subject to any required authorization from the City Council, consistent with the Resolution and its basic purposes; and

WHEREAS, under Ukiah City Code Sections 5221 F. and 5130, in a declared local emergency the City Manager has the authority to promulgate orders and regulations to provide for the protection of life and property, where necessary to preserve the public order and safety. All such orders and regulations to be effective must be in writing and signed by the promulgating official and must be confirmed at the earliest opportunity by the City Council.

NOW, THEREFORE, IT IS ORDERED by the City Council of the City of Ukiah the Emergency Order (Exhibit A) of the City Manager, in his capacity as the Director of Emergency Services for the City, expanding the temporary use of property for businesses impacted by COVID-19 and orders contained therein, is hereby confirmed.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Ukiah on the 20th day of May, 2020 by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Douglas F. Crane, Mayor

ATTEST:

Kristine Lawler, City Clerk



EMERGENCY ORDER OF THE CITY MANAGER OF THE CITY OF UKIAH, IN HIS CAPACITY AS THE DIRECTOR OF EMERGENCY SERVICES FOR THE CITY, EXPANDING THE TEMPORARY USE OF PROPERTY FOR BUSINESSES IMPACTED BY COVID-19.

A. Background:

1. On March 4, 2020, the Governor of the State of California responded to the COVID-19 pandemic by issuing a Proclamation of State of Emergency under the authority of California Government Code Section 8625.
2. On March 18, 2020, in Resolution No. 2020-14, in response to the Governor's proclamation and the threat of the spread of COVID-19 in the City, the City Council ratified the proclamation of a local emergency pursuant to Government Code Section 8550, et seq., and Ukiah City Code Section 5125.
3. Under the Local Emergency Declaration in Resolution No. 2020-14, during the existence of this local emergency, the City Manager or his designee is authorized to take whatever action is authorized under the Ukiah City Code and state and federal law, subject to any required authorization from the City Council, consistent with the Resolution and its basic purposes.
4. Under Ukiah City Code Section 5130 and consistent with California Government Code Section 8634, in a declared local emergency the City Manager has the authority to promulgate orders and regulations to provide for the protection of life and property, where necessary to preserve the public order and safety. All such orders and regulations to be effective must be in writing and signed by the promulgating official and must be confirmed at the next regular meeting of the City Council.
5. The Governor and Mendocino County Health Officer have issued a series of orders that restrict the type of business that can operate and how those businesses can provide services and goods due to the risk of COVID-19 infection.
6. Businesses permitted to open are required to modify their operations to comply with federal, state, and local directives and guideline to ensure compliance with Social Distancing Requirements and other COVID-19 risk mitigation measures.
7. In order to comply with health orders, the City of Ukiah recognizes that business need to have the ability to modify operations which require unique allowances and temporary relief from certain zoning and land use regulations.

B. Order

IT IS ORDERED by the City Manager, in his capacity as the Director of Emergency Services for the City of Ukiah, as follows:

1. Businesses including but not limited to retail, restaurants, and mobile food vendors may apply at no cost for the temporary use of City-owned and private property for

modified business operations as may be necessitated by the impacts of COVID-19, subject to the following requirements:

- a. Businesses desiring to utilize public or private property beyond that which is otherwise permitted shall submit a no-fee Temporary Use Permit Application in a form approved by the City Manager, which shall include a description of proposed use and a drawing/depiction of the proposed location and layout.
- b. The Director of Community Development or his designee may approve and issue the permit without providing notice of or conducting a hearing on the application otherwise required of a use permit application.
- c. The City reserves the right to determine on a case-by-case basis the suitability and appropriateness of the use requested by the business. The requested use shall have limited impact on other businesses operating in close proximity.
- d. The City may impose Conditions of Approval on any temporary use that is deemed reasonable and necessary to promote the safe and orderly use of the property and assure compatibility with surrounding land use.
- e. The use area and any furnishings shall be maintained in an attractive, clean (free from spills, litter and other debris) and safe manner. During non-operational hours, furnishings shall be secured within the use area or stored indoors.
- f. Businesses must comply with all local, state and federal laws, regulations, and guidelines governing the temporary use including public health orders. Food vendors/Restaurants must maintain a food facility permit from the County of Mendocino Environmental Health Division, and alcoholic beverage sales are not permitted without a license, permit or other legally authorized approval issued by the California Department of Alcohol and Beverage Control.
- g. The business must have a valid sellers' permit issued by the State Board of Equalization and a City of Ukiah business license.
- h. Temporary signage may be placed to designate and/or advertise the use; signs shall not be dangerous or hazardous to vehicles or pedestrians.
- i. The use of property shall not interfere with vehicular and pedestrian traffic, or access under the Americans with Disabilities Act.
- j. No permanent item or structure may be installed except for that which may be permitted through the normal building and planning process.
- k. Any such temporary use permitted shall cease upon termination of this Order, and the business shall return the property to the condition existing at the time of permit issuance.
- l. Any street, sidewalk, or City improvements, furnishings, and utilities damaged or destroyed by use and/or facility shall be replaced to City standards with the cost borne by the business.
- m. When utilizing City-owned property, the business must provide the City of Ukiah with a Certificate of Insurance and Additional Insured Endorsement

naming the City of Ukiah as additionally insured in the amount of \$1,000,000 (one million dollars). Exemptions may apply within the Downtown Business Improvement District, which provides coverage for and has provisions for some accessory objects under the Ukiah Main Street Program. Higher limits may apply with high-risk activities.

- n. No real property right is provided, given, or otherwise conveyed to any person or entity using City-owned property as provided herein.
 - o. A temporary use permit in the public right-of-way is an interruptible privilege. The City may interrupt the operation of a temporary use at any time due to anticipated or actual conflicts. Such conflicts may arise from, but are not limited to, repairs or upgrades to the street, sidewalk, utilities, or other public improvement within the public right-of-way, or demonstrations or emergencies occurring in the area.
 - p. The City reserves the right to suspend temporary use granted under this Order if a business fails to comply with any of the requirements.
- 2. The provisions in the Ukiah Municipal Code limiting temporary signage such as, for example, A-frame, window signs or banner signs, for business advertisement and promotion are suspended until the termination of this Order, provided that such signs do not block, impede or otherwise interfere with the public rights-of-way and the safe travel of vehicles and pedestrians.
 - 3. Usage Fees for existing Outdoor Dining Permits are suspended until the termination of this Order.

C. Other

- 1. This Order shall be effective through December 31, 2020 or until the termination of the local emergency, whichever comes first.
- 2. This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the City of Ukiah, its departments, officers, employees, or any other person.
- 3. If any provision of this Order or the application thereof to any person or circumstances is held to be invalid, the remainder of the Order, including the application of such part or provision to other persons or circumstances, shall not be affected and shall continue in full force and effect. To this end, the provisions of this Order are severable.
- 4. This Order shall be filed in the City Clerk's Office and given widespread publicity and notice.



Sage Sangiacomo, City Manager
Director of Emergency Services, City of Ukiah

Dated: 05/15/2020



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 and Business Impacts; and Any Other Related Matters.

DEPARTMENT: City Manager /
Admin

PREPARED BY: Tami Bartolomei, Community Services
Administrator

PRESENTER: Sage Sangiacomo, City Manager.

ATTACHMENTS:

1. 4a Correspondence Received - Shoemaker
2. 4a Communication - Crane - Support Local Recovery Coalition Form COU

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 and business impacts; and any other related matters.

Background: On March 4, 2020, California Governor Gavin Newsom declared a State of Emergency in California in response to the COVID-19 pandemic.

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.

Since the onset of the emergency, the City of Ukiah has worked to respond to the public health and safety needs of the community in cooperation with the County of Mendocino and other partners. The local response for public health is lead regionally by the County of Mendocino and the County's Public Health Officer. In addition, the City of Ukiah has worked to maintain the continuity of public services including public safety, water, sewer, electric, airport, public works, and other essential activities.

Discussion: As the coronavirus "COVID-19" continues to evolve, the City of Ukiah continues to monitor the situation and respond to emerging needs of the community. 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.

Reports and/or information from the City of Ukiah's Emergency Operation Center (EOC) will include:

- * Emergency Operation Center (EOC) Status
- * COVID-19 Case Updates
- * Public Information Officer

- * Medical Services
- * School/Education
- * Public Safety (Police/Fire/EMS)
- * Shelter in Place Monitoring and Compliance
- * Community Service Groups
- * Homeless Response
- * Business Impacts/Services
- * Public Infrastructure/Construction Status
- * City Finance
- * Recovery Efforts and Planning
- * Other Related matters

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 and business 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, Community/Resident Information, and Business Resources.

Recommended Action: 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 and business 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

Kristine Lawler

Subject: 4a Correspondence Received: Shoemaker - Mendocino County Mobile Testing Request

From: Richard Shoemaker, PA-CM <cm@pointarena.ca.gov>
Sent: Monday, May 11, 2020 8:12 PM
To: 'Testing.taskforce@state.ca.us' <Testing.taskforce@state.ca.us>
Cc: legislative affairs@caloes.ca.gov
Subject: Mendocino County Mobile Testing Request

Dr. Charity Dean, Paul Markovich and Members of the California Testing Task Force

The citizens of Mendocino County and its four cities; Ukiah, Fort Bragg, Willits and Point Arena have worked hard to flatten the curve and want to get back to work. With the loosening up of SIPs around us and the expectation that increasing numbers of individuals will ignore their home county orders to SIP, we expect an influx of people from other areas trying to escape the heat and get away from home by coming to the Mendocino Coast.

At the same time, Mendocino County is unable to enter stage 2 of recovery, as set by the governor, due to our lack of testing capability which he has set at 135 tests per day.

We are the 15th largest County largest in square miles with population centers spread as much as 3.5 hours apart we badly need a mobile testing unit that can be used throughout the County. We understand that Lake County has secured a mobile testing unit with 2/3s of the population and 1/3rd of an area to cover. We would greatly appreciate a unit for our area.

We are a focal point for recreation for people of the Bay Area and Sacramento Valley. We desperately need a mobile unit to not only protect the health of our local residents and restart our local economy but also to protect the citizens of other parts of California who come here.

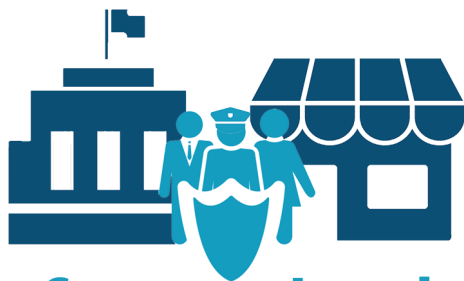
Thank You in advance for your consideration of this request.

Sincerely,

Richard Shoemaker
Point Arena City Manager
(707) 882-2122 city hall
(707) 489-6288 cell

Mendocino Census:





Support Local RECOVERY

Vibrant cities. Strong economies.

Cities are bracing for a nearly **\$7 billion general revenue shortfall** over the next two fiscal years. All cities, regardless of size and geography, are impacted. This will mean cuts and furloughs to city staff and a reduction to core services to the public. **Together, we must fight to support local recovery. Californians depend on it.**

Join the coalition!

Yes, I/we want to join the Support Local Recovery coalition with the League of California Cities to call on the state to secure \$7 billion in direct and flexible funding to support critical local services and secure CARES Act funding for all cities for COVID-19 related expenditures, and the federal government to secure \$500 billion in direct and flexible funding for all cities nationwide to support critical local services.

Please select a category:



Organization



Individual



Elected

Please complete the following information:

Organization/Company (if applicable) City of Ukiah

First Name Douglas F.

Last Name Crane

Title/Occupation Mayor

Mailing Address 300 Seminary Avenue

City Ukiah

State CA

Zip 95482

Email klawler@cityofukiah.com

Phone (707) 463-6217

Signature

Date 05/11/20

By completing this form, you agree to be listed as a supporter in campaign materials. You will be signed up to receive email updates and can unsubscribe anytime. Note: Title and organization are for identification purposes only.

Please email this completed form to: supportlocalrecovery@cacities.org

For more information, please call Bismarck Obando at (916) 607-0873 or email supportlocalrecovery@cacities.org.



AGENDA SUMMARY REPORT

SUBJECT: Consideration and Approval of an Agreement with the Weist Law Firm for As-Needed Bond Counsel, Disclosure Counsel, and Other Debt Issuance Legal Consultancy Services and approval of corresponding budget amendments.

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

ATTACHMENTS:

1. Bond_Counsel_Services_Agreement_

Summary: Consideration and approval of the City Manager to negotiate and sign an agreement with the Weist Law Firm for debt issuance legal services; and approval of corresponding budget amendments.

Background: The Weist Law firm ("Firm") has provided bond counsel and other debt issuance legal services to the City for several years. Separate agreements were executed for each successful debt issuance and proposed debt issuances.

Discussion: To facilitate efficiency and allow the City to respond quickly to financing opportunities in a rapidly changing public financial market, staff recommends retaining the Firm under a single agreement. Primary services provided by the Firm include bond counsel and disclosure counsel services if and when the City directs it to proceed with a debt issue. Additional services include debt-related legal consulting services as needed and directed by the City Manager or Finance Director.

Compensation for bond and disclosure counsel services are contingent on successful debt issuance. Debt-related legal consulting services are based on an hourly rate, similar to other legal services agreements the City maintains.

The City has come to rely on the expertise and level of services provided by the Firm, and because the Firm has gained a detailed and thorough understanding of the City's proprietary financial condition - accumulated over the last several year - staff recommends approving this agreement without soliciting additional proposals. The City retains the right to negotiate compensation terms with the Firm at any time before direction is given to proceed with a bond issuance to ensure it receives a fair market rate. But based on prior RFPs with other bond and disclosure firms, including the most recent proposal in 2017, in which the Firm was the second lowest bidder out of four in overall proposed cost, staff is assured the City will receive fair market rates on any potential debt issuance and debt-related legal consultancy work.

A budget amendment is requested for the debt-related legal consulting services (not to exceed \$25,000) and for work in preparing financing for the building acquisition at 501 S. State Street (not to exceed \$34,500). All budget amendments for future bond counsel and disclosure counsel services will be brought to the Council for consideration when such direction is considered by management.

Current copy of the agreement for services is attached (Attachment 1). Staff requests Council to authorize the City Manager to complete any remaining items for negotiating, if any, and sign the agreement.

Recommended Action: Approve and authorize the City Manager to negotiate and sign an agreement with the Weist Law firm for as-needed bond counsel, disclosure counsel, and other debt issuance legal consultancy services; and approval of corresponding budget amendments.

BUDGET AMENDMENT REQUIRED: Yes

CURRENT BUDGET AMOUNT: 20413500.52150, \$0; 20822500.80200.18176, \$650,000

PROPOSED BUDGET AMOUNT: 20413500.52150, \$25,000; 20822500.80200.18176, \$684,500

FINANCING SOURCE: Cost allocation and external financing

PREVIOUS CONTRACT/PURCHASE ORDER NO.:

COORDINATED WITH: Mary Horger, Financial Services Manager; David Rapport, City Attorney

Approved: 
Sage Sangiacomo, City Manager

AGREEMENT FOR BOND AND DISCLOSURE COUNSEL SERVICES

THIS AGREEMENT is made and entered into this __th day of May, 2020 by and between the City of Ukiah and its component units for which the City Council acts as legislative body (collectively, with each of such entity, the “City”), whose address is 300 Seminary Avenue, Ukiah, CA 95482, and The Weist Law Firm (the “Bond Counsel”), whose address is 20 South Santa Cruz Avenue, Suite 300, Los Gatos, CA 95030.

WITNESSETH:

WHEREAS, the City desires to retain and utilize Bond Counsel to provide the necessary legal services relating to the issuance of all future debt issuances (hereafter sometimes referred to as the “Bonds”), upon the terms and conditions hereinafter set forth as necessary from time to time to accomplish the financing goals and objectives of the City; and

WHEREAS, Bond Counsel has provided services well to City on past debt issuances and has gained detailed knowledge and understanding of City's finances and current debt obligations; and

WHEREAS, City has come to rely on Bond Counsel to provide expert advice and services unique to City financial and debt issues; and

WHEREAS, the City desires to move expeditiously when financing opportunities are presented to capitalize on favorable market conditions for the issuance of debt; and

WHEREAS, time is of the essence to engage bond counsel and disclosure services to maximize cost savings for the City of Ukiah; and

WHEREAS, Bond Counsel is specifically trained and experienced in the conduct of proceedings for the issuance of the Bonds, and hereby represents that it is ready, willing and able to perform said work; and

NOW, THEREFORE, in consideration of the covenants and premises herein contained and other good and valuable consideration, the receipt of which is hereby acknowledged, City hereby engages the services of Bond Counsel, and the parties hereto agree as follows:

Section 1. Scope of Services.

Bond Counsel Services: When directed by City in writing to proceed with the issuance of Bonds, Bond Counsel shall provide the following legal services in connection with the preparation of the resolutions, documents and certifications necessary for the sale and delivery of the Bonds. Such services shall include the following:

1. Consult with representatives of the City, including the City Manager and Finance Director, as well as the City’s financing and accounting staff, engineers, rate consultants, financial advisors, and others, with respect to the timing, terms and legal structure of each proposed issuance of Bonds.
2. Research applicable laws and ordinances relating to each issuance of Bonds.

3. Prepare all notices, affidavits, Depository Trust Company agreements, leases, indentures, trust agreements, escrow agreements, fiscal agent agreements, and other legal documents customarily prepared by Bond Counsel, as required for the issuance of each separate series of Bonds (the "Principle Documents").
4. Prepare all resolutions and ordinances authorizing the issuance of Bonds, fixing the date, denominations, numbers, maturity and interest rates, providing the form of the Bonds and authorizing their execution, authentication and registration; certifying the terms and conditions upon which the same are to be issued; providing for the setting up of special funds for the disposition of proceeds of the sale of the Bonds, including creation of reserve funds and escrow funds, if any, and such other funds as may be advisable, and providing all other details in connection therewith, including special covenants and clauses for the protection of the interests of the City and Bondholders; preparation of the resolution selling all or any part of an authorized Bond issue; preparation of all documents required for Bond delivery and supervising such delivery; preparation of all other proceedings incidental to or in connection with the issuance, sale and delivery of Bonds.
5. Review of documents prepared City staff, financial advisor, or consulting engineers, including rate reports, purchase contract(s), and the continuing disclosure undertaking or undertakings.
6. Review of documentation with respect to any bond provisions, parity debt provisions and reserve fund policy provided or required in connection with the Bonds, if any.
7. Review and evaluate the various financing structures that may be available to the City for the securing of the Bonds. Our analysis will examine the range of capital borrowing methods available to the City.
8. Assist in the preparation of a financing plan for each issuance of Bonds.
9. Attend such meetings or hearings of the City Council (the "Council"), and working group meetings or conference calls as the City may request, and as Bond Counsel deems prudent and necessary.
10. Coordinate legal presentations to the rating agencies and/or credit enhancement providers. We will advise on the legal prudence of seeking a rating and/or bond insurance.
11. Prepare final closing papers to be executed by the City required to effect delivery of the Bonds and coordination of the closing of the Bonds.
12. Render Bond Counsel's customary final legal opinion on the validity of the Bonds and the exemption from gross income for federal income tax purposes and from California personal income tax of interest thereon.
13. Prepare the required reports to the California Debt and Investment Advisory Commission (pursuant to section 8855 et seq. of the Government Code) respecting the sale of the Bonds.
14. Prepare a complete transcript of the proceedings for each issuance of Bonds, containing corresponding originally signed copies of all resolutions, ordinances, legal agreements, rating letters, preliminary and final official statements, disclosure agreements and certificates, regulatory filings and notices. Copies shall be provided to the City and each member of the financing team.

Disclosure Counsel Services: If Bonds are issued on a publically offered basis, Bond Counsel shall provide the following legal services as the City's Disclosure Counsel in connection with the preparation of each corresponding Official Statement and related sales documents to be used in connection with such Bonds. Such services shall include the following:

1. Consult with City staff and officers in order to perform the due diligence required to produce the Official Statement (both preliminary and final) for each public issuance of Bonds.
2. Consult with underwriters, attorneys, financial advisors, engineer's, title officers, trustees or fiscal or paying agents, feasibility consultants and all other professionals or participants in the issuance of each separate series of Bonds, in order to perform the due diligence required to produce each corresponding Official Statement (both preliminary and final).
3. Review all agreements, certificates, resolutions, orders, notices, and affidavits produced in said proceedings and such other reports, documents and correspondence of legal nature as may be necessary in order to perform the due diligence required to produce each corresponding Official Statement (both preliminary and final).
4. Prepare or assist in the preparation of the bond purchase contracts relating to each corresponding issuance of Bonds.
5. Prepare or assist in the preparation of each applicable continuing disclosure certificate to assist the underwriters in complying with the provisions of Securities and Exchange Commission Rule 15c2-12.
6. Provide an opinion indicating compliance with (i) Section 17(a) of the Securities Act of 1933, (ii) Section 10b-5 of the Securities Exchange Act of 1934, and (iii) Rule 15c2-12 of the Securities Exchange Act of 1934.

Excluded Services Bond Counsel's services are limited to those specifically set forth above. Bond Counsel's services do not include representation of the City or any other party to the transaction in any litigation or other legal or administrative proceeding involving the Bonds or any other matter.

Bond Counsel's services also do not include legal services relating to the issuance of Bonds, including but not limited to compliance with the California Environmental Quality Act, the National Environmental Policy Act, the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, the Hazardous Material Transportation Act, the Resource Conservation and Recovery Act, the Federal Water Pollution Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the Porter-Cologne Water Quality Control Act, the Safe Drinking Water and Toxic Enforcement Act of 1986, the Hazardous Substance Account Act, the Hazardous Waste Control Act, or any determinations pertaining to completion and readiness for acceptance.

Bond Counsel's services also do not include Bond validation proceedings or any responsibility for compliance with state blue sky, environmental, land use, real estate or similar laws or for title to or perfection of security interests in real or personal property, including the acquisition of interests in real property, whether through gift, negotiation or the exercise of the power of eminent domain. Bond Counsel's services also do not

include any responsibility the negotiation or preparation of joint powers agreements with other agencies. Bond Counsel will not be responsible for the services performed or acts or omissions of any other participant.

Also, Bond Counsel's services for a particular series of Bonds will not extend past the date of issuance of such series of Bonds and will not, for example, include services related to on-going administration, annexation, rebate compliance or continuing disclosure or otherwise related to such series of Bonds, proceeds of such series of Bonds or a refunding after issuance of such series of Bonds.

Bond Counsel may be willing to perform such excluded services on such terms as might be mutually agreed to at the time of need. The performance by Bond Counsel of services excluded by the above paragraph, if required by the City, shall be under separate written agreement, unless otherwise directed and agreed to under Section 3(c) hereof.

Section 2. Various Types of Bonds.

The City may issue any Bonds which are allowed under federal and state law including but not limited to general obligation bonds, leases and/or certificates of participation, revenue bonds, land-secured (assessment and special tax) bonds, refunding bonds, special tax bonds and other types of obligations, as generally described.

General Obligation Bonds – General Obligation Bonds (“GO Bonds”) are funded by ad valorem taxes and require a 2/3 voter approval. The California Government Code, Division 4, Chapter 4, Article 1 commencing with section 43600 authorizes the City to finance certain municipal improvements through GO Bonds when the City determines the public interest and necessity demands the acquisition, construction or completion of such municipal improvements, including property or structures necessary or convenient to carry out the objects, purposes, and powers of the City. Examples of projects for which GO Bonds are often issued include but are not limited to libraries, public parks, public services, and public safety facilities.

Lease Financings and Certificates of Participation – Lease financings may take a variety of forms, including certificates of participation, lease revenue bonds and direct leases (typically for equipment). When the City finances the acquisition or construction of capital improvements with a lease financing, the City agrees to lease either the financed asset or some other City owned asset and, most commonly, the City's lease payments are securitized in the form of certificates of participation (the “Certificates of Participation”) or lease revenue bonds (the “Lease Revenue Bonds”). Generally, no voter approval is required to issue these types of obligations. These are used where backing by the City's general fund is the most cost effective and feasible method, such as in the financing of public facilities. The City Council must annually appropriate funding for the payment of debt service associated with these types of debt instruments as part of the approval of the City's budget.

Installment Sale Contract Financings and Revenue Bonds – Installment Sale Contract financings and Revenue Bonds are generally issued by the City for water and wastewater enterprise projects that are financially self-sustaining without the use of taxes and therefore rely on the revenues collected by the applicable enterprise fund to repay the debt. Voter approval is not required.

Marks-Roos Revenue Bonds. Under the Marks-Roos Local Bond Pooling Act of 1985, codified at California Government Code sections 6500 to 6599.3 (the “Marks-Roos Act”), the City, in consort with or as part of a joint-powers authority, may use a “pooled” financing technique for a broad array of public capital improvements. Voter approval is not required.

Assessment Bonds – The Improvement Bond Act of 1915 (Streets and Highways Code Section 8500 et seq.) and other state laws, subject to Article XIID of the California Constitution, allow the City to issue bonds to finance improvements that provide “specific benefit” to the assessed real property. Installments are collected on the secured property tax roll of the County. This type of financing is secured by the lien upon and assessments paid by the real property owners and does not obligate the City’s general fund or other funds.

Special Tax Bonds – Under the Mello-Roos Community Facilities Act of 1982, the City may issue bonds on behalf of a Community Facilities District (CFD) to finance capital facilities, most commonly in connection with new development. These bonds must be approved by a two-thirds vote of the qualified electors in the CFD, which the Mello-Roos Act defines to mean registered voters if there are 12 or more registered voters in the CFD and, if there are fewer than 12 registered voters, the landowners in the CFD. Bonds issued by the City under the Mello-Roos Act are secured by a special tax on the real property within the CFD. The financed facilities do not need to be physically located within the CFD. As this type of financing is secured by the special tax lien upon the real property it does not obligate the City’s general fund or other funds.

Refunding Obligations – Pursuant to the Government Code and various other financing statutes applicable in specific situations, the City is authorized to provide for the issuance of bonds for the purpose of refunding any long-term obligation of the City.

Other Obligations – There may be special circumstances when other forms of debt are appropriate and may be evaluated on a case-by-case basis. Such other forms include, but are not limited to: bond anticipation notes, grant anticipation notes, tax allocation bonds, lease revenue bonds, pension obligation bonds, etc.

Section 3. Compensation.

(a) Legal Fees for Bond Counsel Services. For each series of Bonds issued by the City, Bond Counsel shall be paid a flat fee of \$19,500, plus one-half of one percent (1/2%) of the principal amount of each series of Bonds issued up to \$8,000,000, and then one-eighth of one percent (1/8%) of the principal amount thereafter, in total not to exceed three percent (3%) of the principal amount of the total series of Bonds issued. Payment of said amount shall be entirely contingent upon the successful issuance of such applicable series of Bonds, subject to early termination as set forth in Section 5. City and Bond Counsel reserve the right at any time prior to City directing Bond Counsel to begin services under Section 1 to negotiate and revise legal fees for bond counsel services to ensure City receives a fair market rate for such services. Such revisions shall be made in writing.

(b) Legal Fees for Disclosure Counsel Services. If, and only if, a series of Bonds are issued on a publically offered basis, for all such series of Bonds issued by the City, Disclosure Counsel shall be paid a flat fee of \$26,500 plus one-half of one percent (1/2%) of the principal amount of each series of Bonds issued up to \$4,000,000, and then one-eighth of one percent (1/8%) of the principal amount thereafter. Payment of said amount shall be entirely contingent upon the successful issuance of such applicable series of Bonds, subject to early termination as set forth in Section 5. City and Bond Counsel reserve the right at any time prior to City directing Bond Counsel to begin services under Section 1 to negotiate and revise legal fees for disclosure counsel services to ensure City receives a fair market rate for such services. Such revisions shall be made in writing.

(c) Miscellaneous Legal Services. If and to the extent Bond Counsel is requested in writing (with a return written acknowledgment by Bond Counsel) by either the City Manager or Finance Director to perform legal services that are outside the scope of services set forth in Section 1, Bond Counsel shall be paid an hourly rate of \$485 per hour.

(d) Out-of-Pocket Expenses. In addition to the legal fees, Bond Counsel shall be reimbursed its normal and customary out-of-pocket expenses, including travel (which includes an out of office fee of \$650 for each day of travel) and customary mileage rates; parking charges and bridge tolls as incurred, photocopies at forty-five cents per page, transcript preparation and distribution; telephone and facsimile charges as incurred, and postage and express delivery charges as incurred for each series of Bonds issued.

Section 4. Invoicing.

Bond Counsel shall submit to the Contract Administrator invoices in acceptable detail and format for services rendered, including any supporting documentation as may be requested by the Contract Administrator or County Auditor-Controller. Invoices must reference this Agreement and must clearly specify the services performed. Each invoice shall be reviewed by County staff prior to payment to ensure that the billing is consistent with the compensation provisions of this Agreement. Bond Counsel compensation under this Agreement shall be payable on the date of closing of each series of Bonds, or within the normal processing schedule of the City's accounts payable process, whichever is sooner.

Section 5. Termination of Agreement and Legal Services.

This Agreement and all legal services to be rendered under it may be terminated at any time by written notice from either party, with or without cause. In that event, all finished and unfinished documents prepared for adoption or execution by the City, shall, at the option of the City, become its property and shall be delivered to it or to any party it may designate; provided that Bond Counsel shall have no liability whatsoever for any subsequent use of such documents. In the event of termination by the City without cause, Bond Counsel shall be entitled to receive compensation for all work performed to the date of termination in accordance with the percentage of work completed at the time of abandonment or termination, as the case may be, compared to a successfully completed transaction (meaning issuance of the applicable Bonds), with it being understood and agreed that the drafting of Principal Documents (for Bond Counsel services), and the drafting of the Official Statement (for Disclosure Counsel services) signifies 80% completion. This continuing right to receive compensation shall survive the term of this Agreement. If not sooner terminated as aforesaid, this Agreement and all legal services to be rendered under it shall terminate upon final issuance of the Bonds. Upon termination, Bond Counsel shall have no future duty of any kind to or with respect to the Bonds or the City.

Section 6. Insurance.

Bond Counsel specifically represents that it maintains errors and omissions insurance applicable to the Bond Counsel services to be rendered under this Agreement.

Section 7. Nature of Engagement.

The City acknowledges that Bond Counsel regularly performs legal services for many private and public entities in connection with a wide variety of matters. Bond Counsel has represented, is representing or may in the future represent other public entities, underwriters, trustees, rating agencies, insurers, credit enhancement

providers, lenders, contractors, suppliers, financial and other consultants/advisors, accountants, investment providers/brokers, providers/brokers of derivative products and others who may have a role or interest in a particular issuance of Bond or that may be involved with or adverse to the City in this or some other matter.

Bond Counsel agrees not to represent any such entity in connection with the Bonds financing, during the term of this Agreement, without the consent of the City. Given the special, limited role of Bond Counsel described above, the City acknowledges that no conflict of interest exists or would exist, and waives any conflict of interest that might appear actually or potentially to exist, now or in the future, by virtue of this Agreement or any such other attorney-client relationship that Bond Counsel may have had, have or enter into, and the City specifically consents to any and all such relationships.

Section 8. Standards of Professional Conduct.

Bond Counsel and every employee thereof shall provide their services, advice and any reports in full compliance with all applicable law and professional standards. Bond Counsel represents that it is specially trained, experienced, expert and competent to perform the services required under this Agreement, and that each individual providing legal services is a member in good standing of the State Bar and is licensed to practice in California. Bond Counsel certifies that it will not accept representation in any matters, including litigation, under this Agreement if it or any employee thereof has any personal or financial interest therein.

Bond Counsel certifies that it accepts this retention because it has the time, energy, skills and ability necessary to perform the duties required in an efficient, trustworthy, professional and businesslike manner. It is understood that the services under this Agreement must be provided immediately, and that they are time-critical. Bond Counsel is engaged by City for its unique qualifications and skills.

Bond Counsel agrees that it will comply with all ethical duties, will maintain the integrity of the Bond Counsel-client relationship, and will take all steps available to preserve all applicable legal privileges, confidences, and records from disclosure; however, it is hereby understood and agreed that Bond proceedings are public in nature, and the City hereby waives its right to confidential communications, and protecting of records from disclosure; however, where it is contended by third parties that Bond Counsel's work product or attorney-client privileged communications are subject to disclosure, and City directs Bond Counsel to not disclose the records, City agrees to indemnify Bond Counsel from any cost or expense related to protecting said records from disclosure.

Section 9. No Guarantee of Outcome.

City hereby acknowledges and agrees that this is a best efforts undertaking, and that no guarantee of success or outcome has been, or can be, made by Bond Counsel.

Section 10. Indemnification.

City agrees that it will indemnify and hold harmless Bond Counsel and its respective directors, officers, employees and controlling persons (Bond Counsel and each such person being an "Indemnified Party") from and against any and all losses, claims, damages and liabilities, joint or several, as incurred, to which such Indemnified Party may become subject under any applicable United States federal or state law, or any applicable foreign law, or otherwise, and related to or arising out of any untrue statement or alleged untrue statement of a material fact

contained in any information, including without limitation the due diligence disclosure relating to the Bonds (the “Disclosure”), furnished or made available by City to Bond Counsel or otherwise, to the underwriter or purchasers of the Bonds or any of their representatives or the omission or the alleged omission to state therein a material fact necessary in order to make the statements therein not misleading, in the light of the circumstances under which they were made; provided, however, that City will not be liable to the extent that any loss, claim, damage or liability is found in a final judgment by a court to have resulted from Bond Counsel’s bad faith or negligence in performing the services described above.

Section 11. Independent Contractor.

Bond Counsel and City understand and agree that Bond Counsel is an independent contractor and that the City shall not be liable for Workers’ Compensation, retirement or unemployment benefits for Bond Counsel or Bond Counsel’s agents, partners or employees.

Section 12. Arbitration.

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be settled solely and exclusively by binding arbitration in San Francisco, California. Such arbitration shall be conducted in accordance with the then prevailing commercial arbitration rules of JAMS/Endispute (“JAMS”), with the following exceptions if in conflict: (a) one arbitrator shall be chosen by JAMS; (b) each party to the arbitration will pay its pro rata share of the expenses and fees of the arbitrator, together with other expenses of the arbitration incurred or approved by the arbitrator; and (c) arbitration may proceed in the absence of any party if written notice (pursuant to the JAMS’ rules and regulations) of the proceedings has been given to such party. Each party shall bear its own attorneys fees and expenses.

The parties agree to abide by all decisions and awards rendered in such proceedings. Such decisions and awards rendered by the arbitrator shall be final and conclusive.

All such controversies, claims or disputes shall be settled in this manner in lieu of any action at law or equity; provided however, that nothing in this Section shall be construed as precluding the bringing an action for injunctive relief or other equitable relief. The arbitrator shall not have the right to award punitive damages or speculative damages to either party and shall not have the power to amend this Agreement. The arbitrator shall be required to follow applicable law.

Section 13. Entire Agreement.

This Agreement contains the entire understanding between Bond Counsel and City. All previous proposals, offers and communications relative to this Agreement, whether oral or written, are hereby superseded except to the extent that they have been incorporated into this Agreement.

No future waiver of or exception to any of the terms, conditions, and provisions of this Agreement shall be considered valid unless specifically agreed to in writing by both Bond Counsel and City. No oral agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement and any subsequent successors or assigns as may be permitted pursuant to the provisions of this Agreement.

Section 14. Modification.

Both City and Bond Counsel understand that it may be desirable or necessary during the execution of this Agreement for Bond Counsel or City to modify the scope of services provided for under this Agreement.

Any material extension or change in the scope of work shall be discussed with City and all changes and their cost shall be memorialized in a written amendment to this original Agreement prior to the performance of the additional work.

Until a written change order is so executed, City shall not be responsible to pay any charges Bond Counsel may incur in performing such additional services, and correspondingly Bond Counsel shall not be required to perform any such additional services.

Section 15. Severability.

All sections and subsections of this Agreement are severable, and the unenforceability or invalidity of any of the sections or subsections of this Agreement shall not affect the validity or enforceability of the remaining sections or subsections of this Agreement, but such remaining sections or subsections shall be interpreted and construed in such a manner as to carry out fully the intention of the parties.

Therefore, if any part, term, or provision of this Agreement shall be held illegal, unenforceable, or in conflict with any law of a federal, state, or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions shall not be effected by such holding and shall nevertheless continue in full force without being impaired or invalidated in any way.

Section 16. Waiver.

The waiver by either party of a default or breach of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent default or breach of the same or of a different provision of that party. No waiver or modification of this Agreement or of any covenant condition, or limitation contained in this Agreement shall be valid unless in writing and duly executed by the party or parties to be charged therewith.

Section 17. Counterparts.

This Agreement may be executed in any number of counterparts and each counterpart shall for all purposes be deemed to be an original, and all such counterparts shall together constitute but one and the same Agreement.

[Signature Page to Follow on Next Page]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their respective officers and representatives thereto duly authorized, all as of the day and year first above written.

CITY OF UKIAH, CALIFORNIA

By: _____

THE WEIST LAW FIRM

By: _____



AGENDA SUMMARY REPORT

SUBJECT: Presentation of the PFM Group on an Update to the City Council on the City's Investment Portfolio and Recommended Changes to the City's Investment Policy.

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

PRESENTER: Allison Kaune, PFM Asset Management

ATTACHMENTS:

1. PFM_Ukiah_Council_Meeting_Presentation_May 2020_FINAL
2. UKIAH 1Q20_final
3. Investment Policy_July 2018_approved_REVIEW 2020 Blacklined

Summary: Council will receive a presentation from PFM Asset Management LLC (PFM) on the City's investment portfolio and consider revision to the City's investment policy.

Background: The City of Ukiah contracts with PFM Asset Management LLC (PFM), an independent investment advisor, to manage the investment of the City's funds. PFM completes an annual review of the City's Statement of Investment Policy to ensure the Policy is in compliance with the sections of the California Government Code ("Code") that govern the investment of public funds. Its presentation to Council is attached (Attachment 1).

Each year, PFM meets with the Investment Oversight Committee - which includes the City Manager, Director of Finance, a City Councilmember, a public member, and the City Treasurer – to review and discuss the City's portfolio. The first quarter 2020 report is attached (Attachment 2).

Discussion: PFM, the City's investment portfolio manager, will provide an update to the City Council on the performance of its investment portfolio. Additionally, it is recommending minor revisions to the City's investment policy (Attachment 3).

Assembly Bill No. 1770 (AB 1770), effective January 1, 2019, revised California Government Code section 53601(o) to clarify requirements for the purchase of asset-backed securities (ABS) or non-agency mortgage-backed securities (MBS) in two respects.

1. First, the maturity limit language was clarified to reflect how many investors already interpret this section: that they can purchase securities with a maximum remaining maturity of five years or less.
2. Second, the bill eliminates the requirement that the issuer of these securities be rated "A" (or its equivalent) or better, as provided by a nationally recognized statistical rating organization (NRSRO). The Code still requires that the specific security be rated "AA" (or its equivalent) or better, as provided by an NRSRO.

PFM recommends these revisions as a matter of clarification for ABS and MBS investors. The removal of the issuer rating criteria makes sense, since this requirement generally has no relevance to the issuers of ABS or MBS, which are organized as trusts and do not have standalone ratings. The minimum AA issue rating remains, which is an important risk management criteria. In the attached blacklined version of the Policy, PFM

edited the relevant language to incorporate the recent change. In addition to this recommendation, PFM notified the City of two other recent changes made to the Code concerning the investment of public funds, both of which went into effect on January 1, 2020. They do not recommend the City change its Policy in response to the Code changes, but wanted to make management aware of them.

Assembly Bill 857. Assembly Bill No. 857, which took effect on January 1, 2020, provides for the establishment of public banks by local agencies, subject to approval by the Department of Business Oversight (DBO) and Federal Deposit Insurance Corporation (FDIC). As a part of this bill, subsection (r) was added to Code section 53601, and subsection (c) was added to Code section 53635, which permits local agencies to invest in the commercial paper, debt securities, or other obligations of such public banks.

PFM does not recommend that the City add the debt of these public banks as an authorized investment in light of the legislation at this time but may recommend such changes at a later time if corresponding market conditions change.

Assembly Bill 945. Assembly Bill No. 945, which also took effect on January 1, 2020, relates to Code Section 53601.8, which allows public agencies to invest in deposits at certain types of financial institutions that use a private sector entity to assist in the placement of deposits (CDARS is an example). Assembly Bill No. 945 increases the maximum percentage of funds that a public agency may invest in these instruments from 30% to 50% from January 1, 2020, until January 1, 2026. On January 1, 2026, the maximum percentage of funds that a public agency may invest in these instruments reverts back to 30%. The City's Policy currently doesn't reference this type of deposit, so no changes are required.

Finally, State Treasurer Fiona Ma announced that effective January 1, 2020, the LAIF deposit limit for accounts would increase from \$65 million to \$75 million. The current language in the City's Policy surrounding LAIF is that the City may invest up to the, "maximum amount permitted by LAIF's Local Investment Advisory Board." Therefore, no changes to the Policy need to be made to reflect the increase.

Recommended Action: Receive a presentation from PFM Asset Management LLC (PFM) on the City's investment portfolio, and consider and approve recommended revisions to City's investment policy.

BUDGET AMENDMENT REQUIRED: N/A

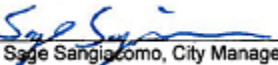
CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: N/A

Approved: 
Sage Sangiacomo, City Manager



City of Ukiah

Presentation to the City Council

Investment Program Update

May 20, 2020

Presented By:

Allison Kaune, Senior Client Representative

PFM Asset
Management LLC

50 California Street
Suite 2300
San Francisco, CA 94111

pfm.com



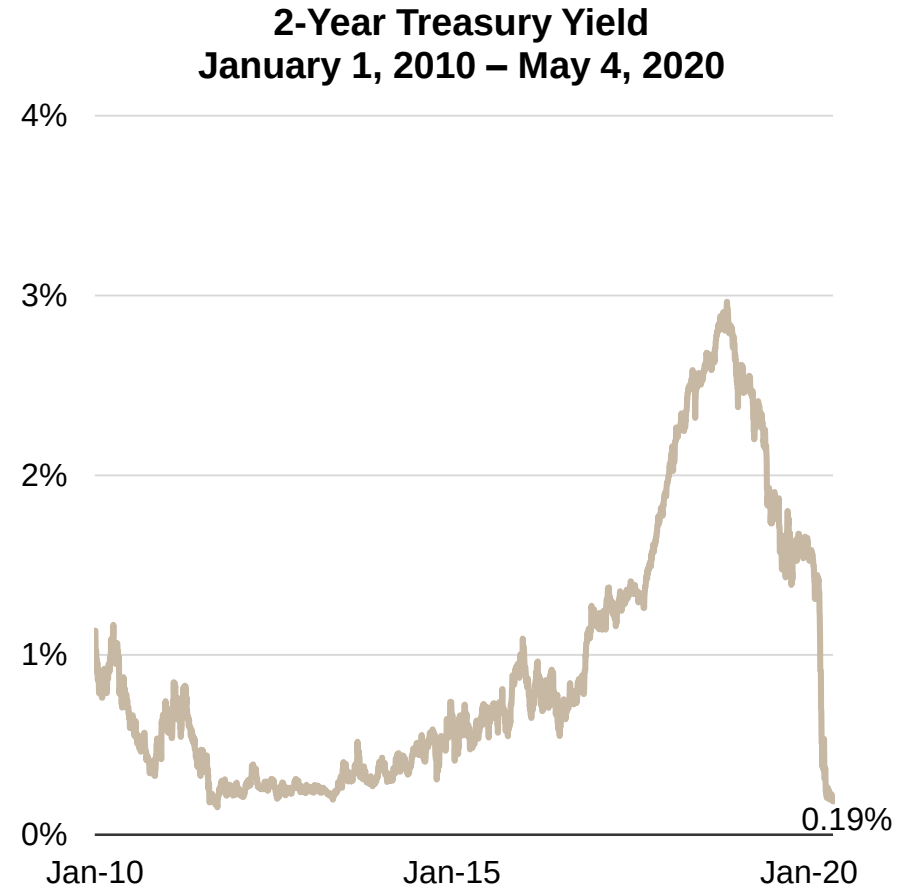
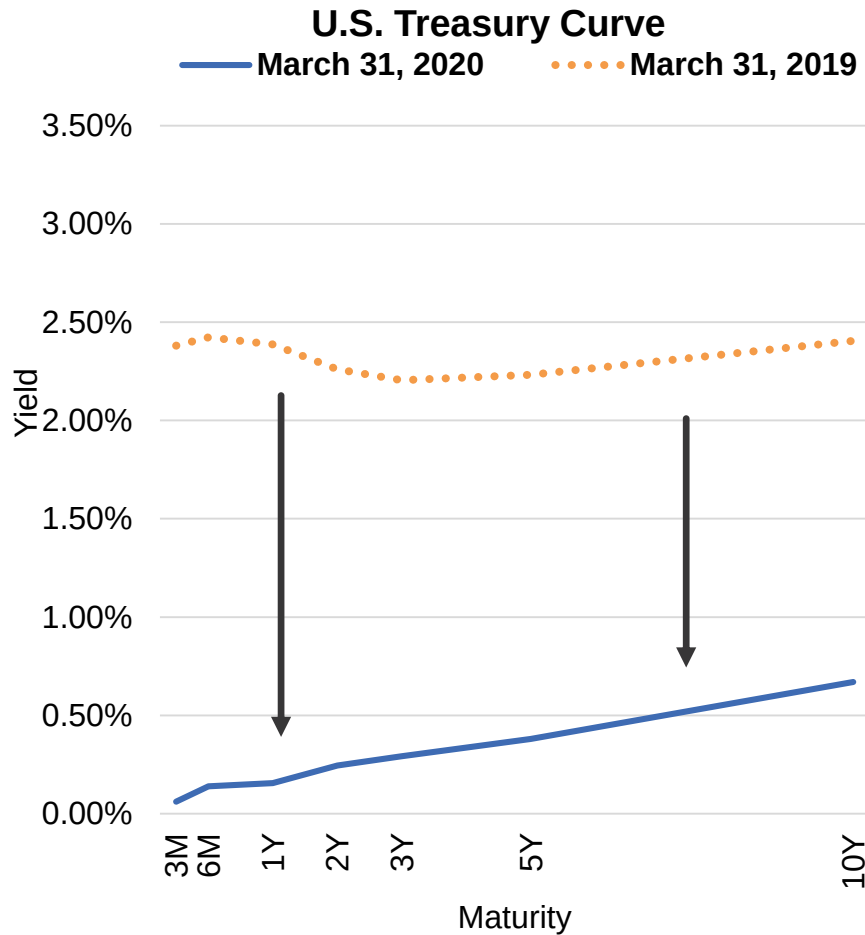
Current Market Themes

- ◆ As the COVID-19 pandemic took hold across the globe, it created a threefold crisis:
 - Health crisis pandemic
 - Effects on the economy
 - Effects on the financial markets
- ◆ The Fed acted quickly and strongly
 - Cut the target federal funds rate by 150 basis points to 0-0.25%
 - Implemented major programs to support liquidity and overall financial markets
- ◆ U.S. Treasury yields plunged during March
 - Short-term yields settled near 0%
 - Long-term rates fell to record lows
- ◆ Yield spreads between non-government securities and U.S. Treasuries widened sharply





Interest Rate Environment

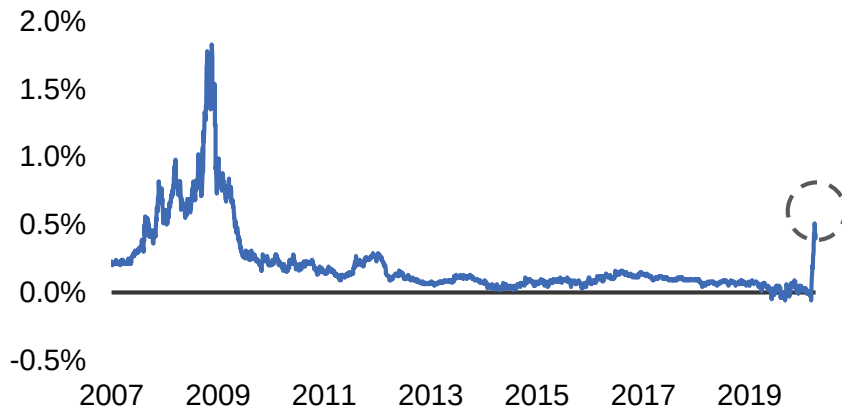


Source: Bloomberg.

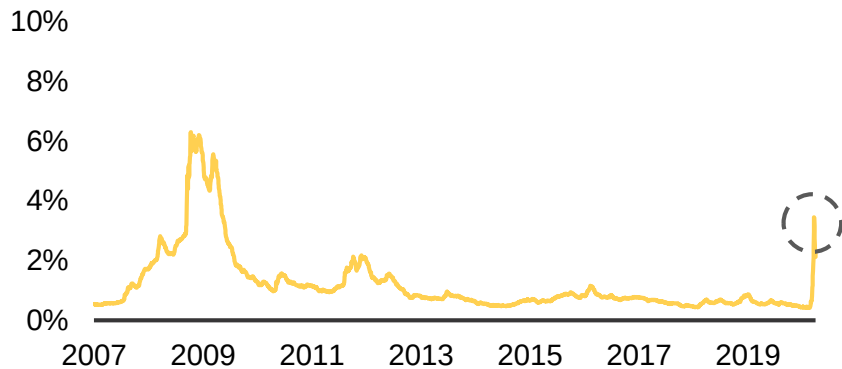


Government Sectors Outperform as Sector Spreads Spike

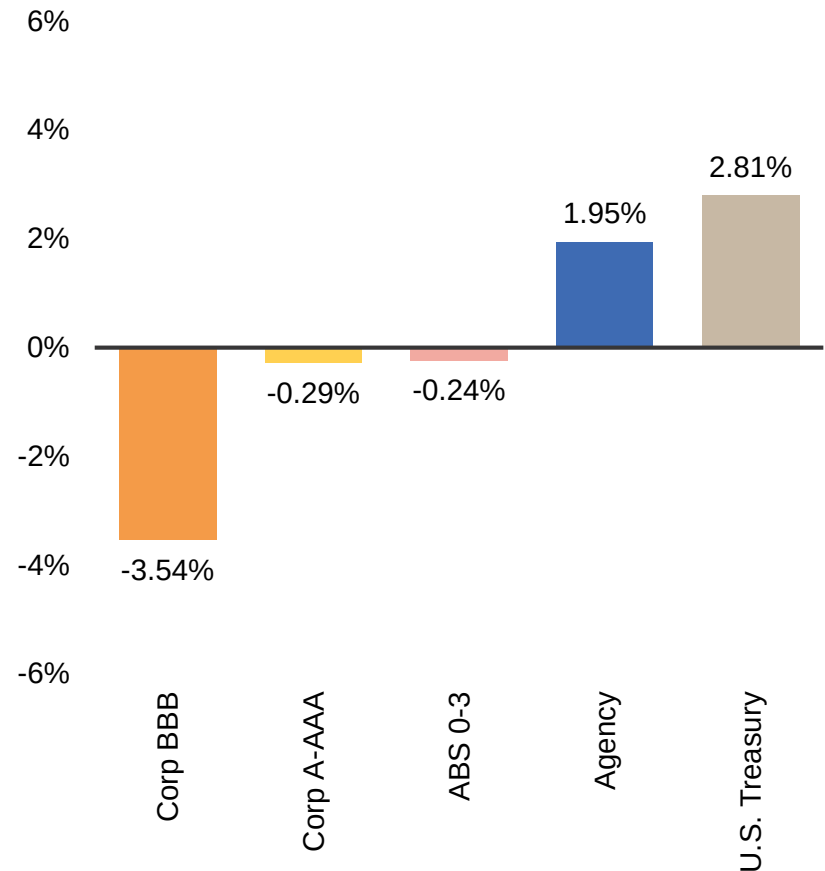
Federal Agency Yield Spreads



Corporate Notes A-AAA Yield Spreads



**1-3 Year Index Total Returns
Quarter Ended March 31, 2020**



Source: Bloomberg, as of 3/31/2020.



City of Ukiah's Investment Objectives

Safety

- High Quality investments
- Diversification by sector, issuer, and maturity

Liquidity

- Cash flow coordination with the City
- Appropriate allocation among overnight and invested balances

Return on Investment

- Duration management
- Active trading and continual evaluation of relative value among allowable sectors

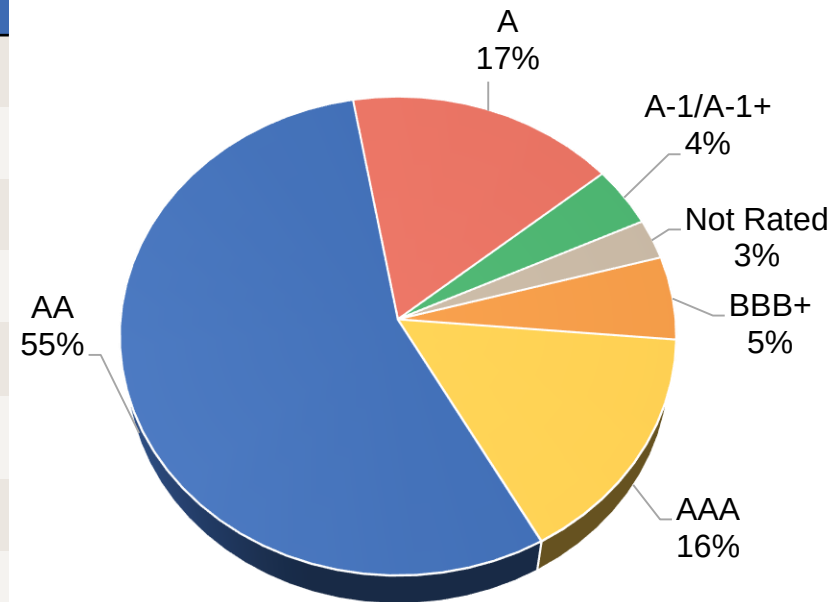


City of Ukiah Portfolio: Well Diversified, Liquid, and of High Credit Quality

Portfolio Composition

Security Type	March 31, 2020	% of Portfolio	Permitted by Policy
U.S. Treasury	\$9,800,584	37%	100%
Federal Agency	\$2,454,731	9%	100%
Municipal Obligations	\$430,823	2%	100%
Supranational Agency	\$651,046	2%	30%
Corporate Notes	\$5,524,300	21%	30%
Negotiable Certificates of Deposit	\$2,813,784	11%	30%
Asset-Backed Securities	\$4,048,489	15%	20%
LAIF	\$574,029	2%	\$75 million
Money Market Fund	\$114,426	<1%	20%
Total	\$26,412,211	100%	

Credit Allocation



- End of quarter trade-date market values of portfolio holdings, excluding accrued interest. Total may not sum due to rounding.
- Ratings by Standard & Poor's. Credit chart excludes funds invested in LAIF and the money market fund.
- Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy.



Portfolio Total Return Performance

Total Return For Period Ending March 31, 2020

	Annualized Total Return			
	Past Year	Past 5 Years	Past 10 Years	Since Inception
City of Ukiah	4.23%	1.96%	1.63%	3.45%
Performance Benchmark	5.42%	1.85%	1.43%	3.13%
Difference	-1.19%	+0.11%	+0.20%	+0.32%

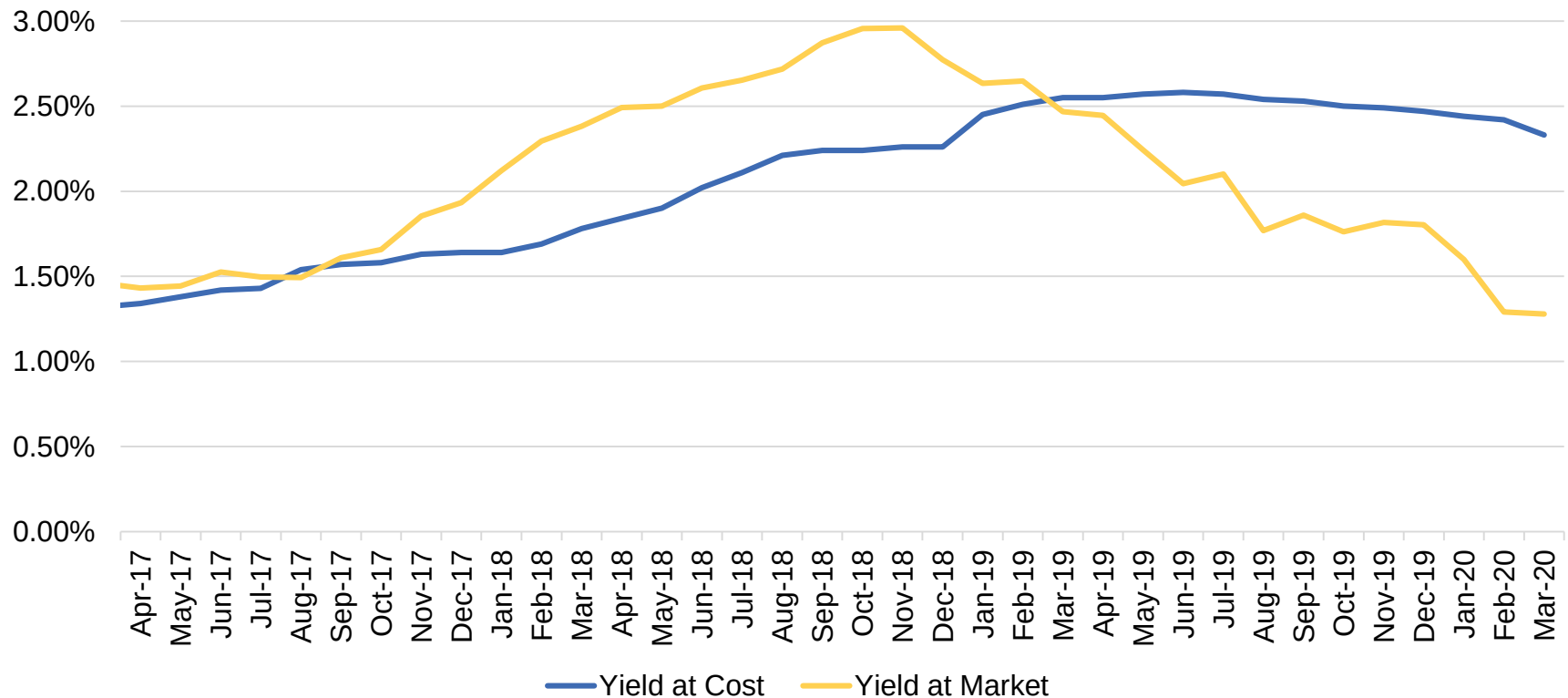
- Performance on trade-date basis, net of PFM fees.
- Market Benchmark is the ICE Bank of America Merrill Lynch (BofAML) 1-3 Year Treasury Index. Provided by Bloomberg Financial Markets.
- Total returns for periods less than one year are shown on a periodic (unannualized) basis. Returns for greater than one year are annualized.
- Inception date is December 31, 1997.
- Excludes funds invested in LAIF.



Portfolio Yield and Earnings

Total accrual basis earnings for the year ended March 31, 2020, net of PFM fees, were \$629,318.

Portfolio Yield at Cost and Yield at Market



Portfolio yield and earnings calculations exclude funds invested in LAIF.



2020 Market Outlook

KEY TAKEAWAYS

- Severe uncertainty around U.S. economic conditions due to COVID-19 pandemic
- GDP expected to drop and unemployment rate expected to increase drastically in the second quarter
- Intervention by the Federal Reserve and lawmakers to bolster the markets and provide support to business and individuals will likely continue to take center stage
- Rates expected to remain very low, even after crisis subsides

PORTFOLIO STRATEGY IMPLICATIONS

- Increase surveillance of all corporate and asset-backed securities
- Increase allocation to federal agencies, a safe haven asset class offering increased value
- Maintain diversification
- Renewed emphases on safety and liquidity



Disclosures

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness, or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some but not all of which are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.



CITY OF UKIAH, CALIFORNIA

Investment Performance Review For the Quarter Ended March 31, 2020

Client Management Team

Sarah Meacham, Managing Director
Allison Kaune, Senior Client Representative

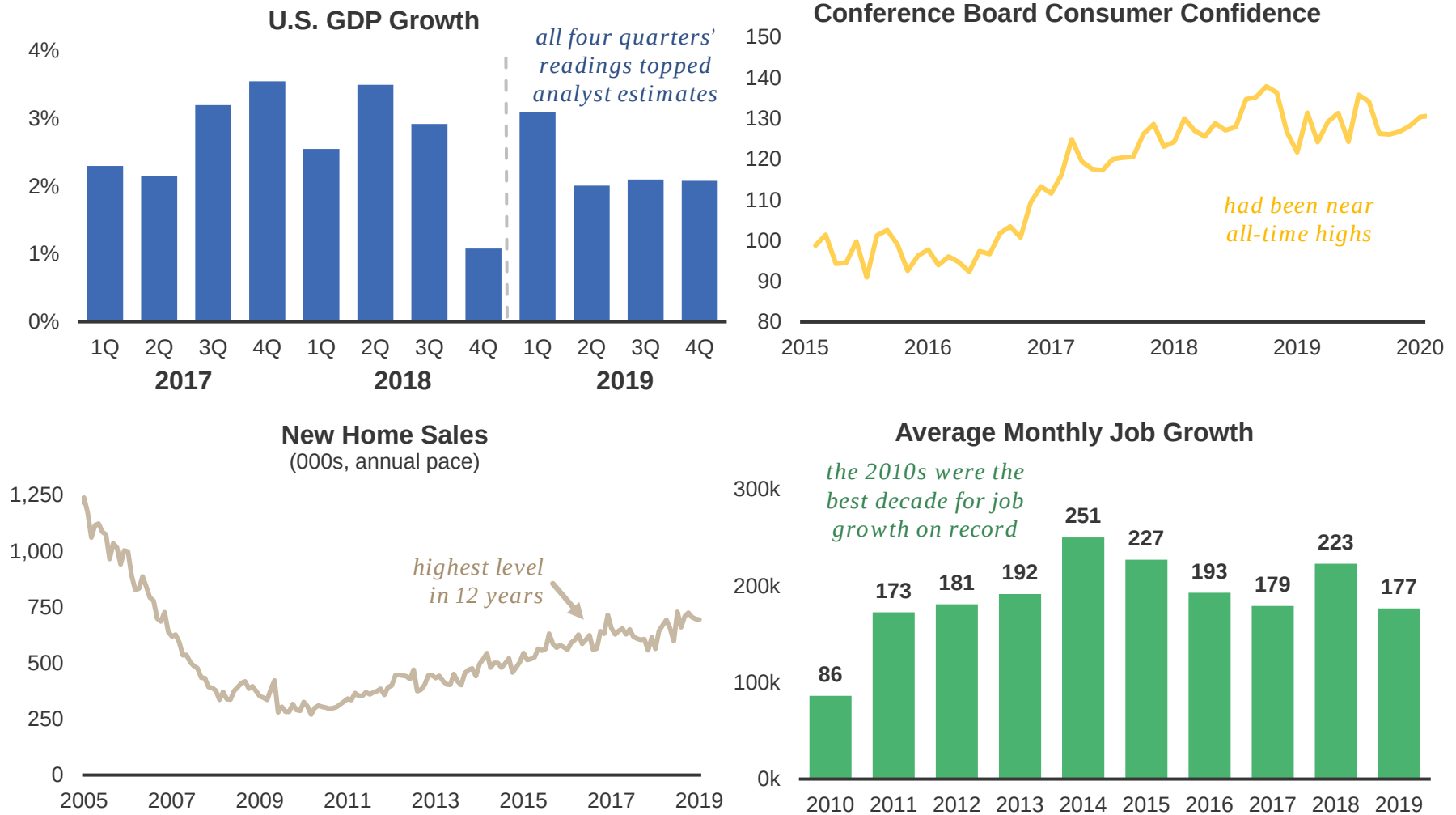
PFM Asset Management LLC

50 California Street, Suite 2300
San Francisco, CA 94111
415-515-6389

213 Market Street
Harrisburg, PA 17101-2141
717-232-2723

Market Update

Domestic Data Was Strong Prior to Coronavirus Outbreak



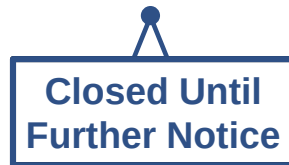
Source: Bloomberg, latest data available as of 2/29/2020.

COVID-19: A Three-Pronged Crisis



Health Crisis Pandemic

The rapidly spreading coronavirus is overwhelming healthcare facilities around the world as the number of cases and deaths related to the virus continue to grow.



Effects on the Economy

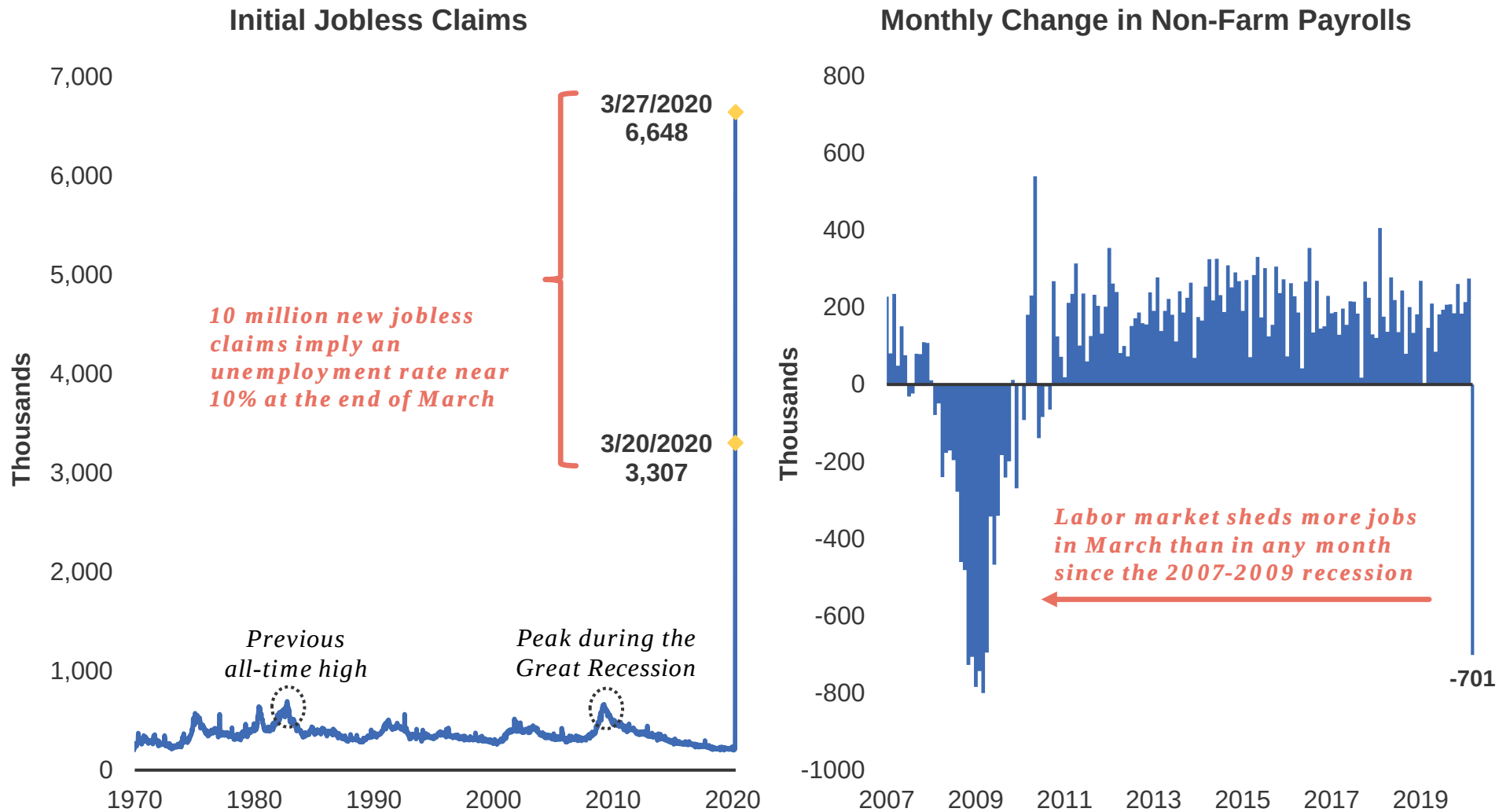
With businesses forced to close their doors and consumers stuck at home “social distancing,” the economy has come to a near standstill over a very short period of time.



Effects on Financial Markets

Treasury yields and stock prices have plummeted while credit spreads and volatility have soared in reaction to the uncertainty created by the pandemic.

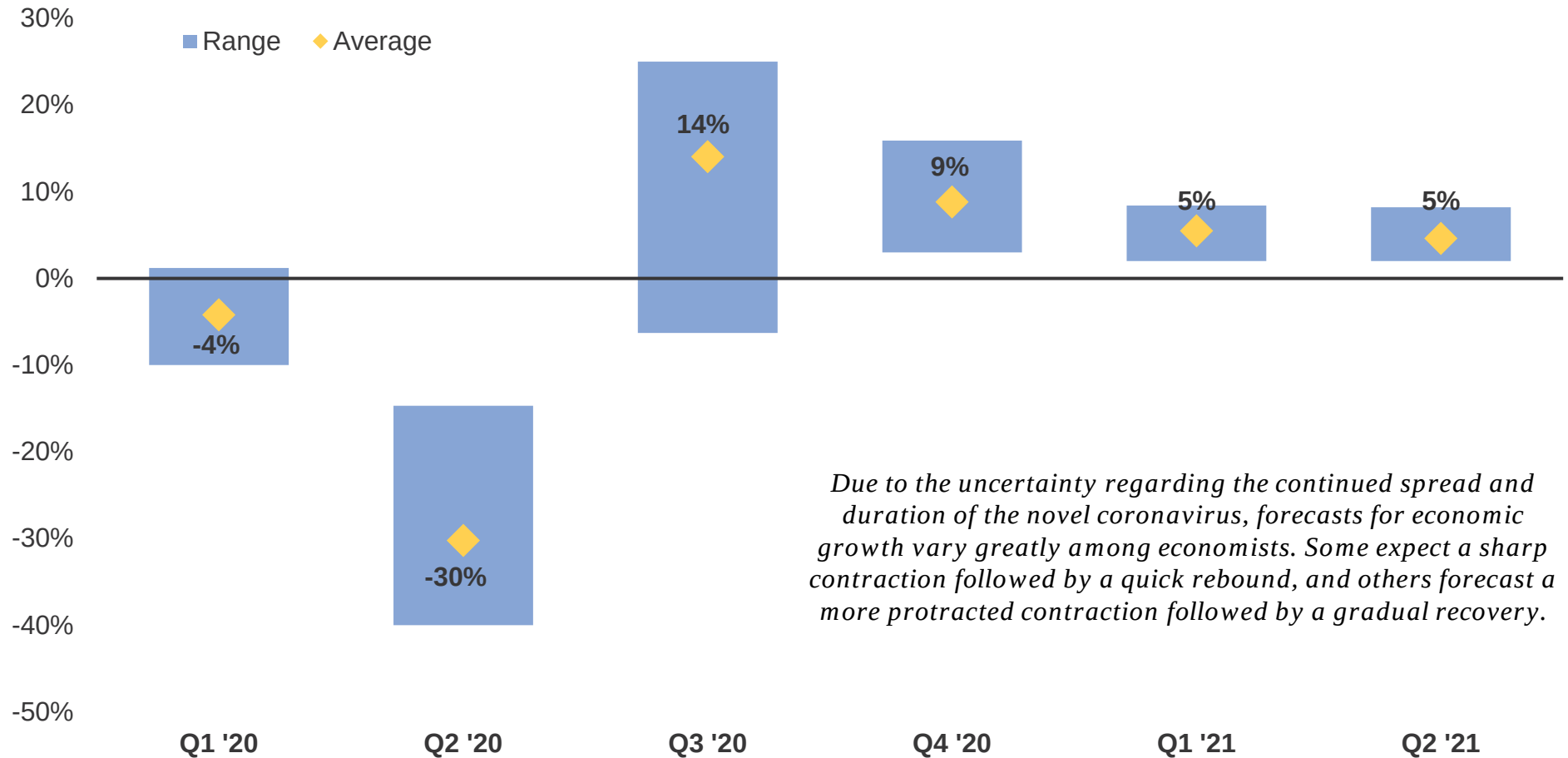
U.S. Economy Posts Massive Job Losses in March



Source: Bloomberg, as of 4/3/2020. Data is seasonally adjusted.

Economists Expect a Significant, Immediate Downturn in the U.S. Economy

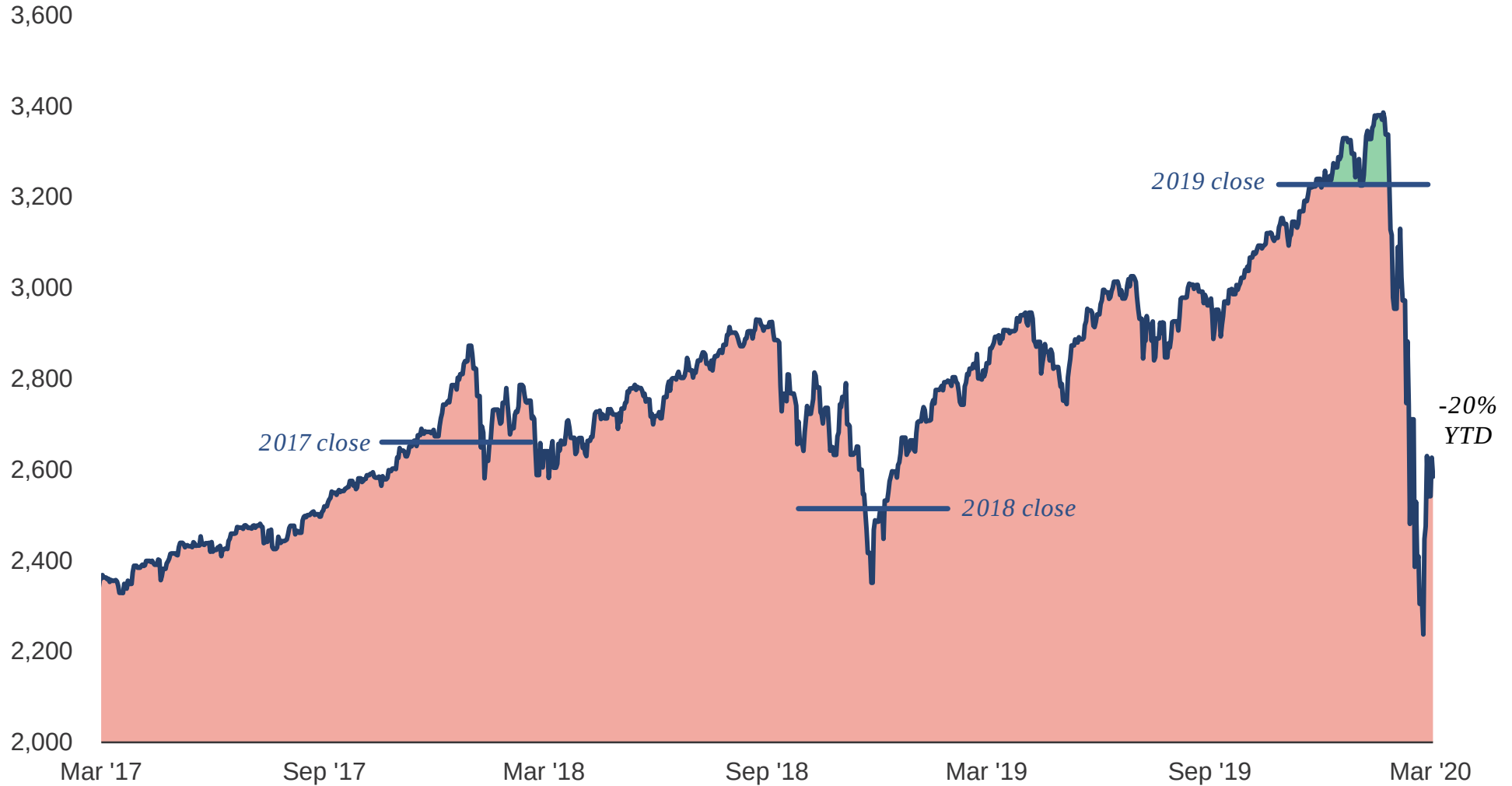
U.S. GDP Forecasts



Source: Bloomberg. Forecasts made from 3/25/2020 through 4/3/2020 by ING Group, Morgan Stanley, Deutsche Bank, Goldman Sachs Group, Barclays, JPMorgan Chase, UBS, TD Bank, and Wells Fargo.

Stocks Plummet From All-Time Highs During a Volatile Quarter

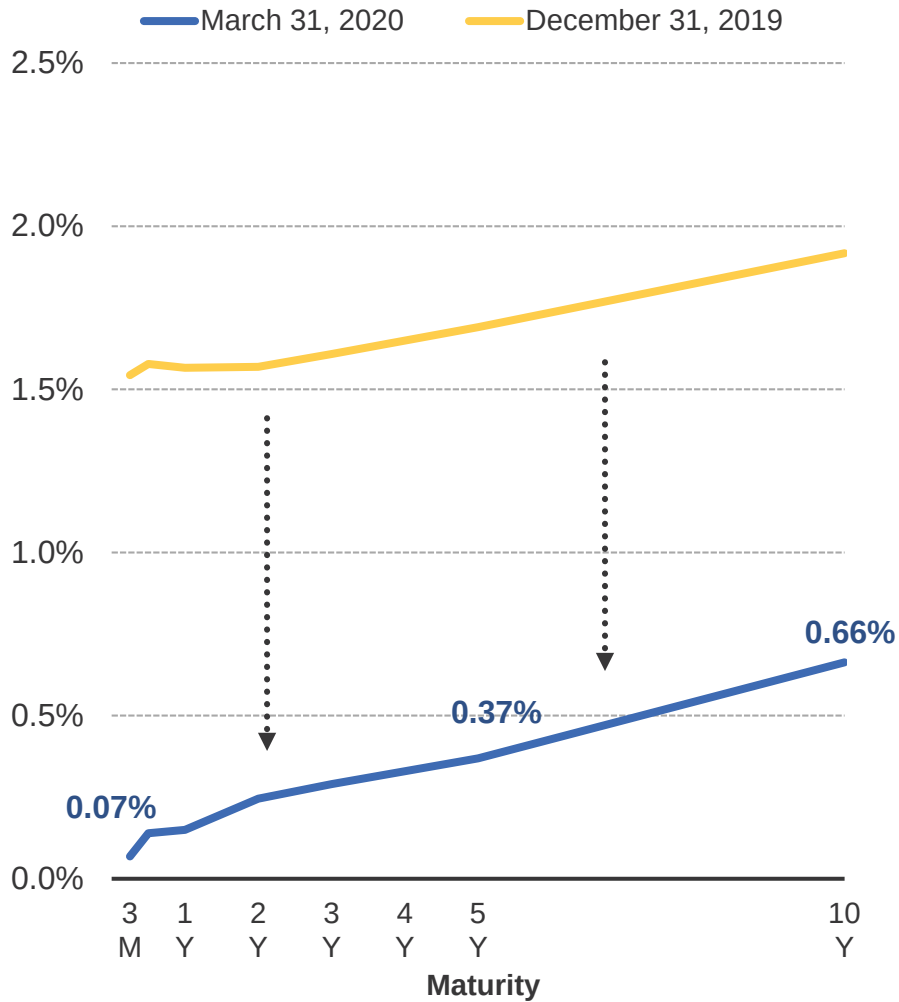
S&P Price Change



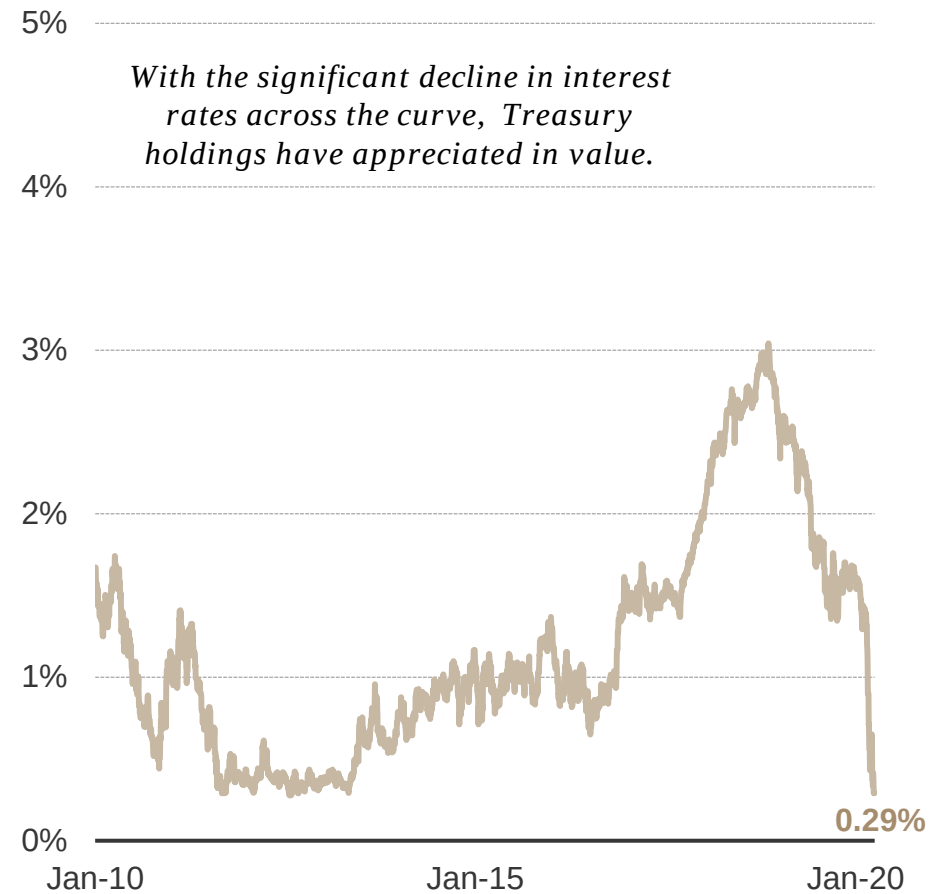
Source: Bloomberg as of 3/31/2020.

Interest Rates Plunge; Likely to Stay Ultra-Low Through the Crisis

US Treasury Yield Curve

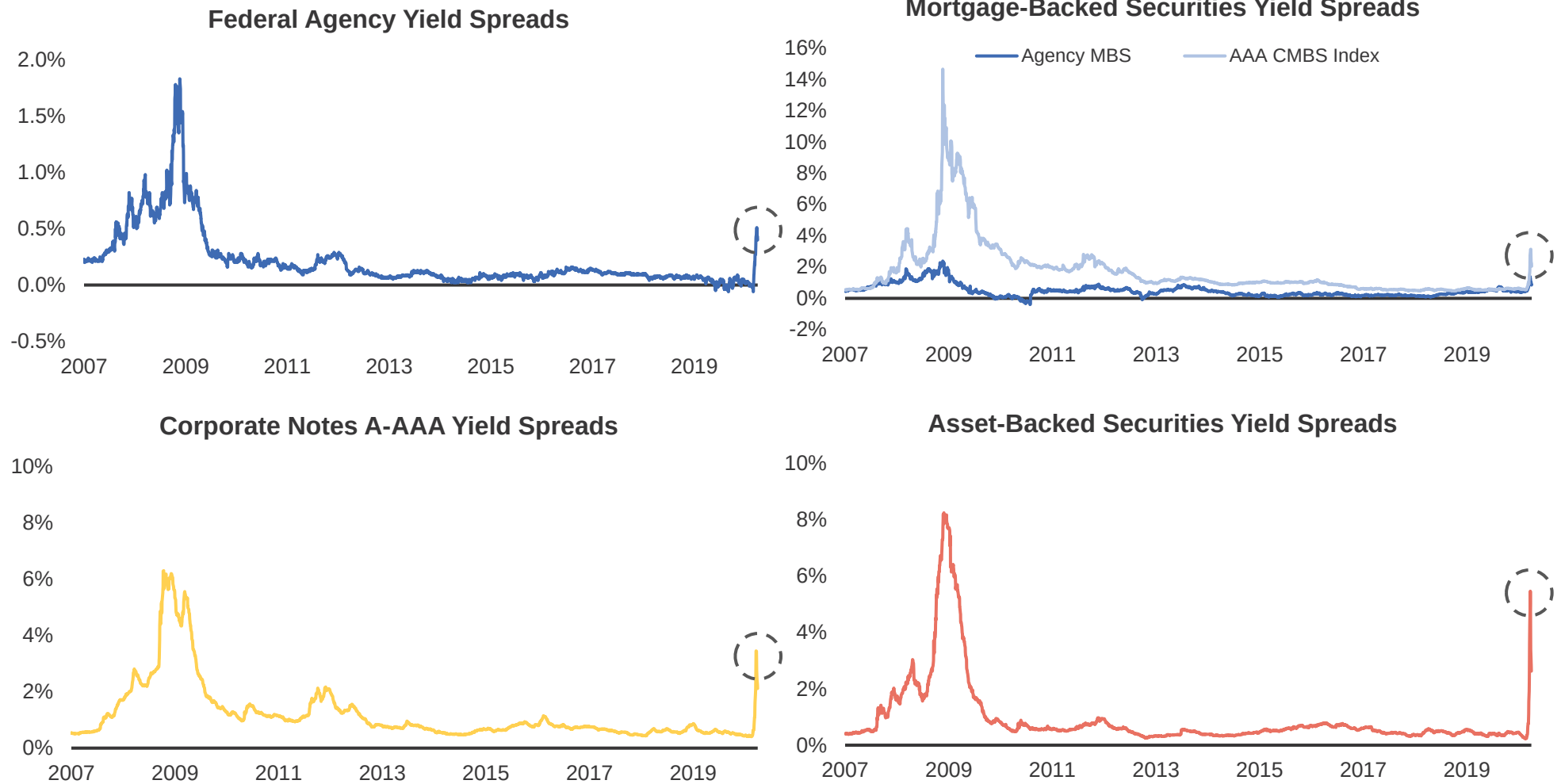


3-Year Treasury Yield



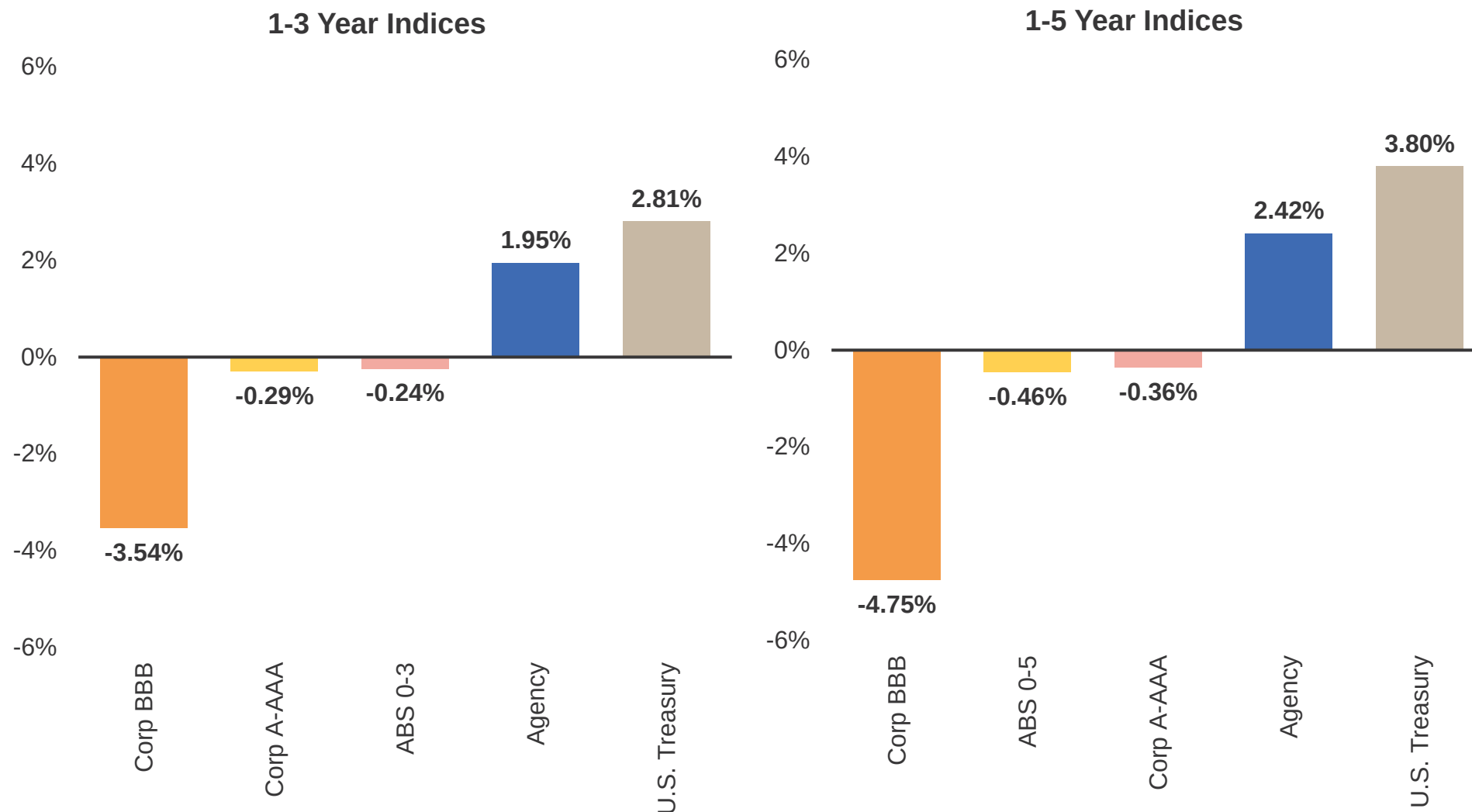
Source: Bloomberg as of 3/31/2020.

Sector Spreads Spike to Levels Not Seen Since the Great Recession



Source: ICE BofAML 1-5 year Indices via Bloomberg, MarketAxess and PFM as of 3/31/20. Spreads on ABS and MBS are option-adjusted spreads of 0-5 year indices based on weighted average life; spreads on agencies are relative to comparable-maturity Treasuries. CMBS is Commercial Mortgage-Backed Securities.

Government Sectors Outperform in the First Quarter



Source: Bloomberg, as of 3/31/2020.

Federal Reserve Broadens Tool Kit to Support Markets

Zero Interest Rates

Cut rates by 150 bps at two emergency meetings in March

Asset Purchase Programs

Treasury and Agency MBS purchase program

U.S. Dollar Swap Lines

Expanded swap lines with additional foreign central banks

Liquidity Support

Funding for CP, corporate bonds, ABS, MMF & primary dealers

Discount Window

Decreased rate charged and extended term of loans

Repurchase Agreements

Increased the amount offered in repurchase operations

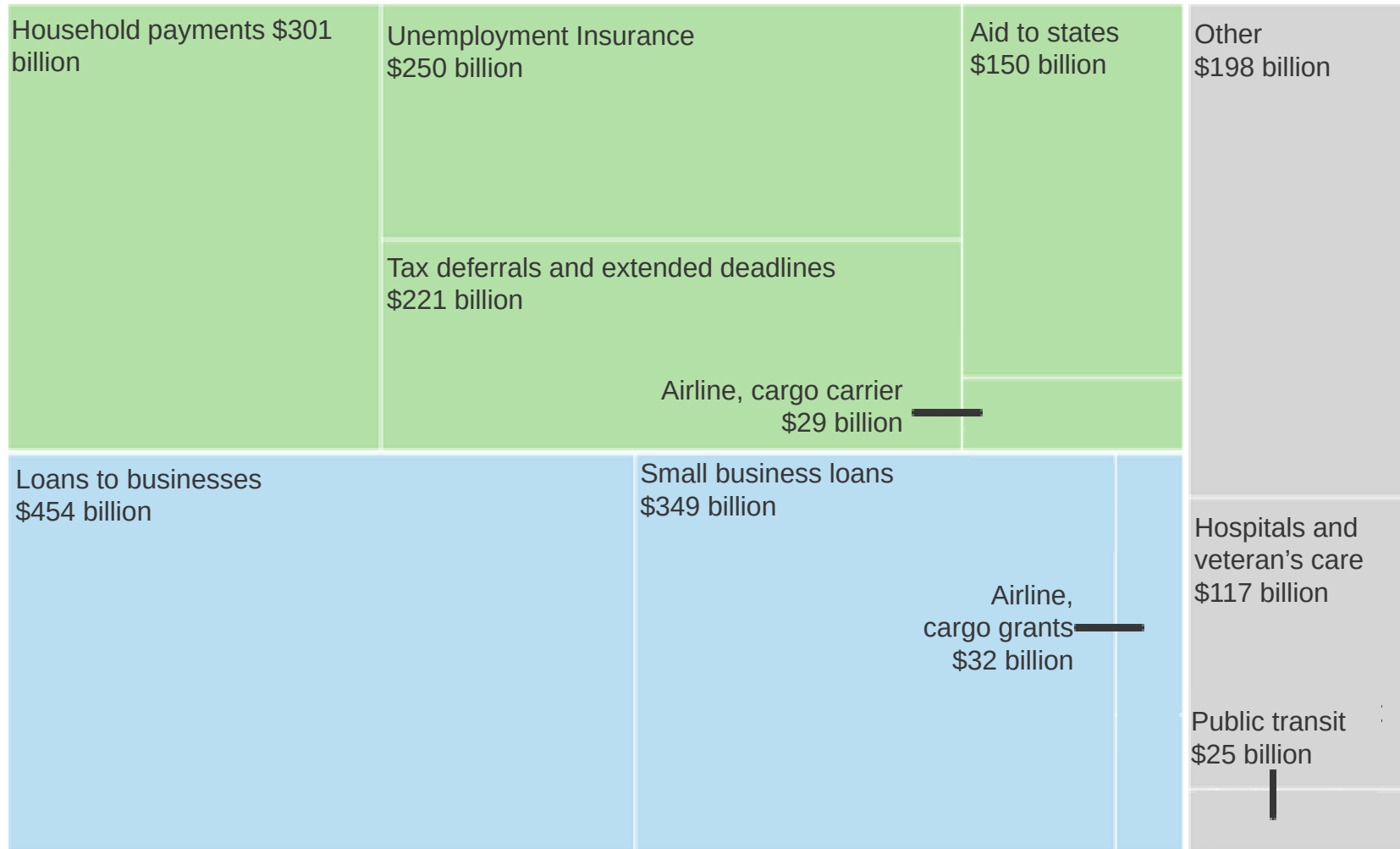
Regulatory Relief

Moved reserve requirement to 0, extended the filing deadline for 3/31 financial statements, and eased capital liquidity restraints

Congress Passes \$2 Trillion Stimulus Package

Coronavirus Aid, Relief, and Economic Security (CARES) Act

■ Direct Relief ■ Loans ■ Supplemental



Source: NPR, as of 3/31/2020.

Investment Strategy & Portfolio Review

Sector Allocation & Compliance

- The portfolio is in compliance with the City's Investment Policy and California Government Code.

Security Type	Market Value	% of Portfolio	Permitted by Policy	In Compliance
U.S. Treasury	\$9,800,584	37.1%	100%	✓
Federal Agency	\$1,053,766	4.0%	100%	✓
Federal Agency CMOs	\$1,400,965	5.3%	100%	✓
Municipal Obligations	\$430,823	1.6%	30%	✓
Supranationals	\$651,046	2.5%	30%	✓
Negotiable CDs	\$2,813,784	10.7%	30%	✓
Corporate Notes	\$5,524,300	20.9%	30%	✓
Asset-Backed Securities	\$4,048,489	15.3%	20%	✓
Securities Sub-Total	\$25,723,756	97.4%		
Accrued Interest	\$128,612			
Securities Total	\$25,852,368			
Money Market Fund	\$114,426	0.4%	100%	✓
LAIF	\$574,029	2.2%	\$75 Million	✓
Total Investments	\$26,540,823	100.0%		

Market values, excluding accrued interest. Detail may not add to total due to rounding. Current investment policy as of May 2018.

Portfolio Recap

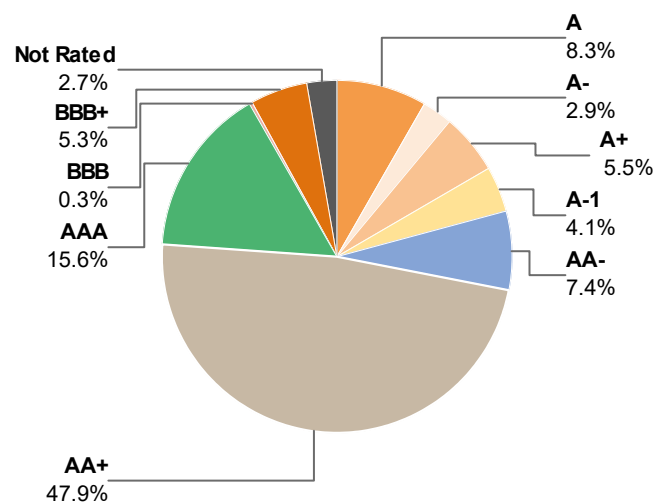
- ◆ Our strategy throughout the first quarter included the following elements:
 - PFM took a proactive response to the emerging crisis and fast-moving markets by further emphasizing safety and liquidity in the portfolio's strategy, as well as holding frequent ad-hoc Credit and Investment Committee meetings to assess emerging news and market trends. Our first step was to restrict all new credit and ABS purchases.
 - We enhanced the liquidity profile of the portfolio by increasing our target allocation of U.S. Treasuries while also reassessing the portfolio's potential near-term cash needs.
 - While federal agency and supranational spreads increased to multi-year wides, each sector produced positive absolute returns, less than comparable Treasury securities.
 - Declining rates caused a wave of prepayments and yield spread widening in the agency mortgage-backed securities (MBS) sector. However, the Fed's quick response and commitment to purchase large amounts of agency MBS and commercial MBS have helped stabilize the sector.
 - Entering the quarter, we had a modestly defensive posture on corporate credit, reflective of our eye on narrow yield spreads and concerns about overall increased leverage by issuers in the sector. In prior quarters, we had modestly reduced allocations to the sector.
 - Investment grade corporate bond spreads widened significantly in the second half of the quarter, although not to the same degree as during the 2008-09 financial crisis. The move in spreads resulted in significant negative excess returns in the sector to the tune of 200 to 400 basis points (-2% to -4%), depending on credit quality, industry, and maturity. The unprecedented economic conditions will stress many companies' revenue, profits, liquidity, and credit ratings. PFM has undertaken a wholesale review of all issuers on our approved list and redoubled our ongoing monitoring and due diligence efforts.
 - Asset-backed securities (ABS) also generated significant negative excess returns as spreads widened sharply from recent lows to 10-year wides (again, not reaching 2008-09 levels). All new ABS purchases were halted, and cash flows were reallocated to U.S. Treasuries and federal agencies to improve portfolio liquidity.

Portfolio Statistics

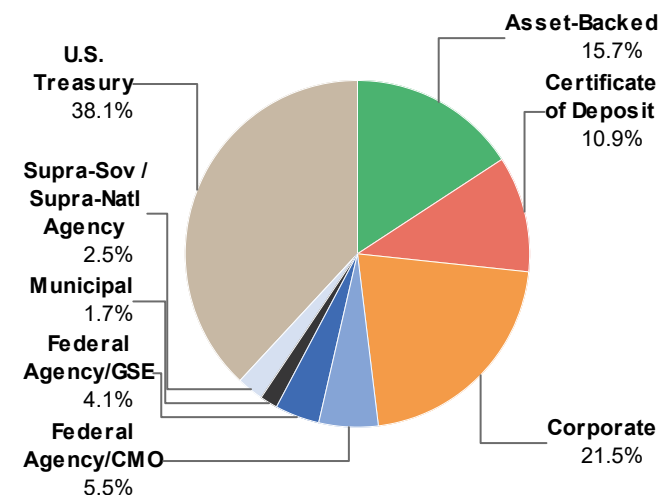
As of March 31, 2020

Par Value:	\$25,269,159
Total Market Value:	\$25,966,794
Security Market Value:	\$25,723,756
Accrued Interest:	\$128,612
Cash:	\$114,426
Amortized Cost:	\$25,264,087
Yield at Market:	1.28%
Yield at Cost:	2.33%
Effective Duration:	1.75 Years
Duration to Worst:	1.76 Years
Average Maturity:	2.15 Years
Average Credit: *	AA

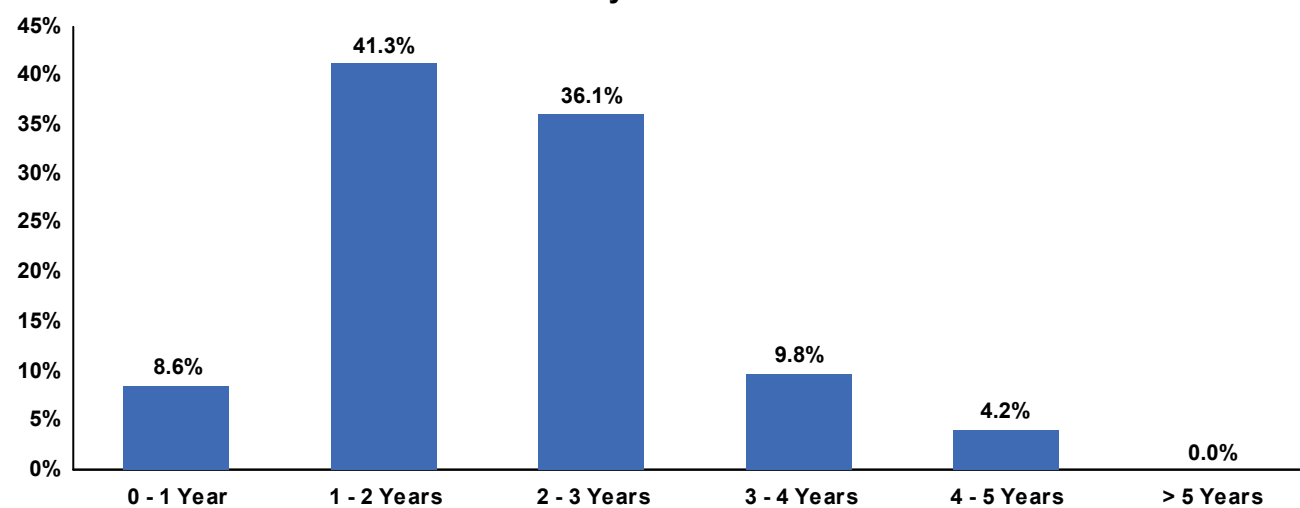
Credit Quality (S&P Ratings)**



Sector Allocation



Maturity Distribution

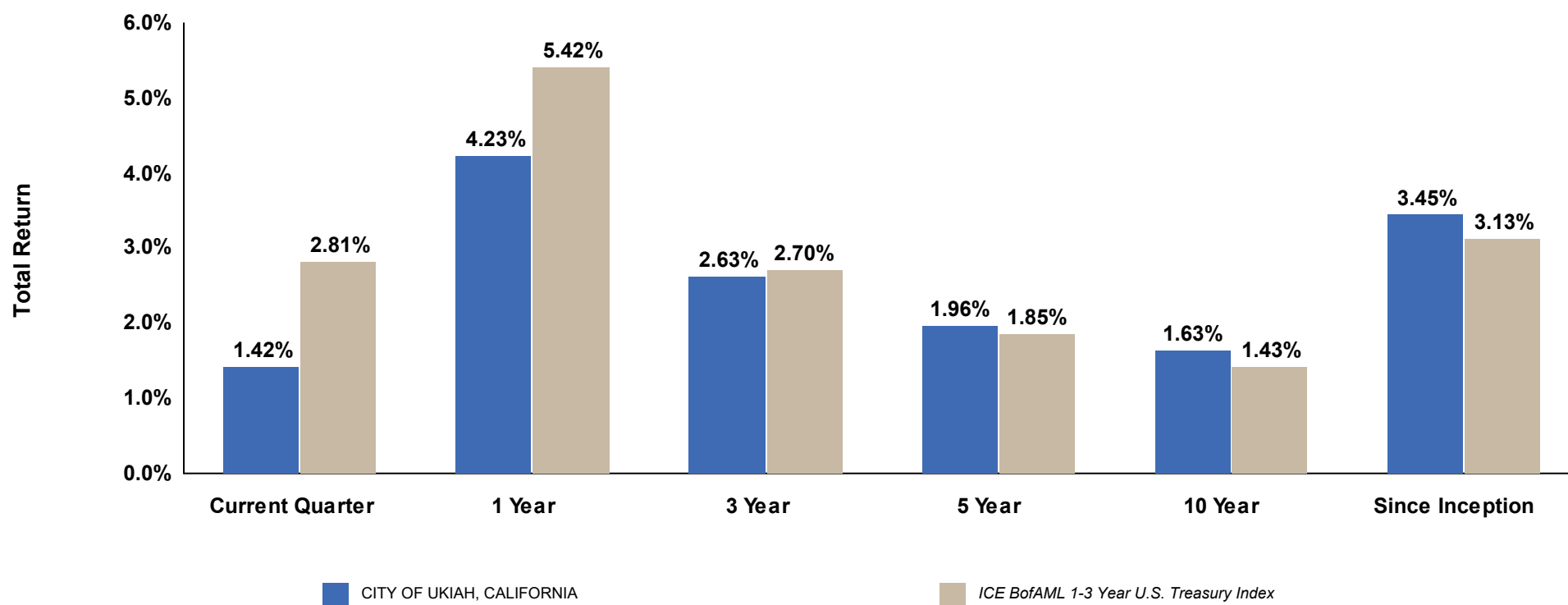


* An average of each security's credit rating assigned a numeric value and adjusted for its relative weighting in the portfolio.

** Securities held in the City's portfolio are in compliance with California Government Code and the City's investment policy dated May 2018.

Portfolio Performance (Total Return)

Portfolio/Benchmark	Effective Duration	Current Quarter	Annualized Return				
			1 Year	3 Year	5 Year	10 Year	Since Inception (12/31/97)
CITY OF UKIAH, CALIFORNIA	1.75	1.42%	4.23%	2.63%	1.96%	1.63%	3.45%
ICE BofAML 1-3 Year U.S. Treasury Index	1.81	2.81%	5.42%	2.70%	1.85%	1.43%	3.13%
Difference		-1.39%	-1.19%	-0.07%	0.11%	0.20%	0.32%



Portfolio performance is gross of fees unless otherwise indicated.

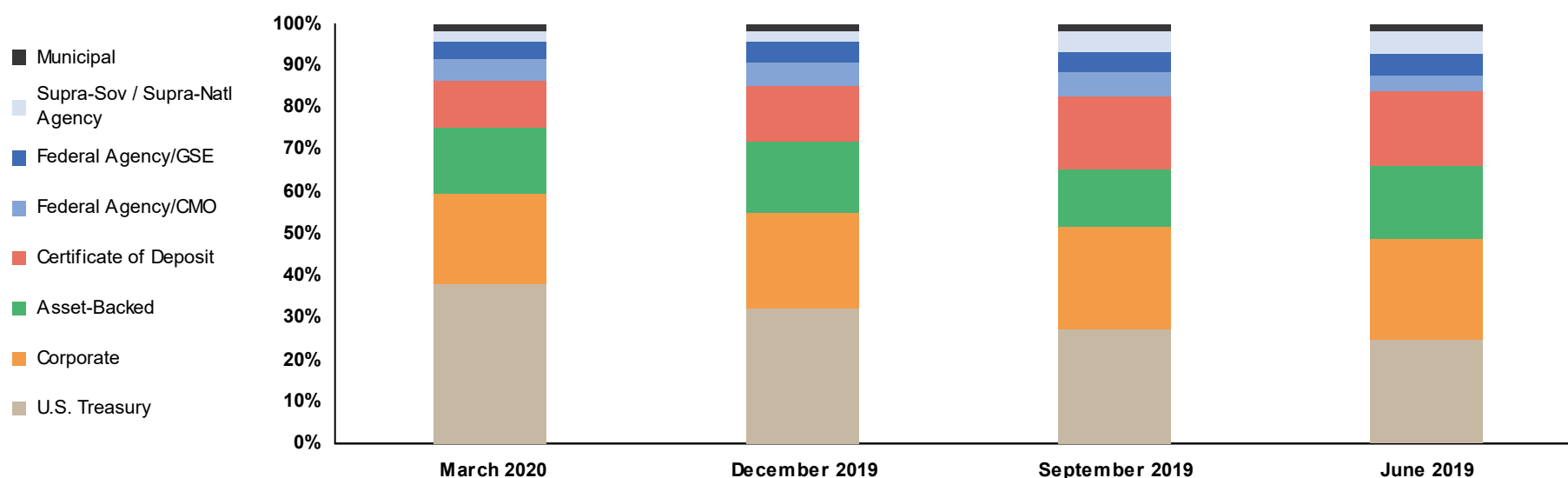
Portfolio Earnings

Quarter-Ended March 31, 2020

	Market Value Basis	Accrual (Amortized Cost) Basis
Beginning Value (12/31/2019)	\$25,433,573.19	\$25,167,031.14
Net Purchases/Sales	\$76,301.08	\$76,301.08
Change in Value	\$213,881.62	\$20,754.81
Ending Value (03/31/2020)	\$25,723,755.89	\$25,264,087.03
Interest Earned	\$148,980.48	\$148,980.48
Portfolio Earnings	\$362,862.10	\$169,735.29

Sector Allocation

Sector	March 31, 2020		December 31, 2019		September 30, 2019		June 30, 2019	
	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total	MV (\$MM)	% of Total
U.S. Treasury	9.8	38.1%	8.2	32.1%	6.9	27.5%	6.2	24.8%
Corporate	5.5	21.5%	5.8	22.9%	6.1	24.0%	6.0	23.9%
Asset-Backed	4.0	15.7%	4.2	16.7%	3.5	13.8%	4.4	17.5%
Certificate of Deposit	2.8	10.9%	3.4	13.2%	4.4	17.3%	4.4	17.7%
Federal Agency/CMO	1.4	5.5%	1.4	5.7%	1.4	5.7%	0.9	3.7%
Federal Agency/GSE	1.1	4.1%	1.3	5.2%	1.3	5.2%	1.3	5.3%
Supra-Sov / Supra-Natl Agency	0.7	2.5%	0.6	2.5%	1.2	4.8%	1.4	5.4%
Municipal	0.4	1.7%	0.4	1.7%	0.4	1.7%	0.4	1.7%
Total	\$25.7	100.0%	\$25.4	100.0%	\$25.2	100.0%	\$25.1	100.0%

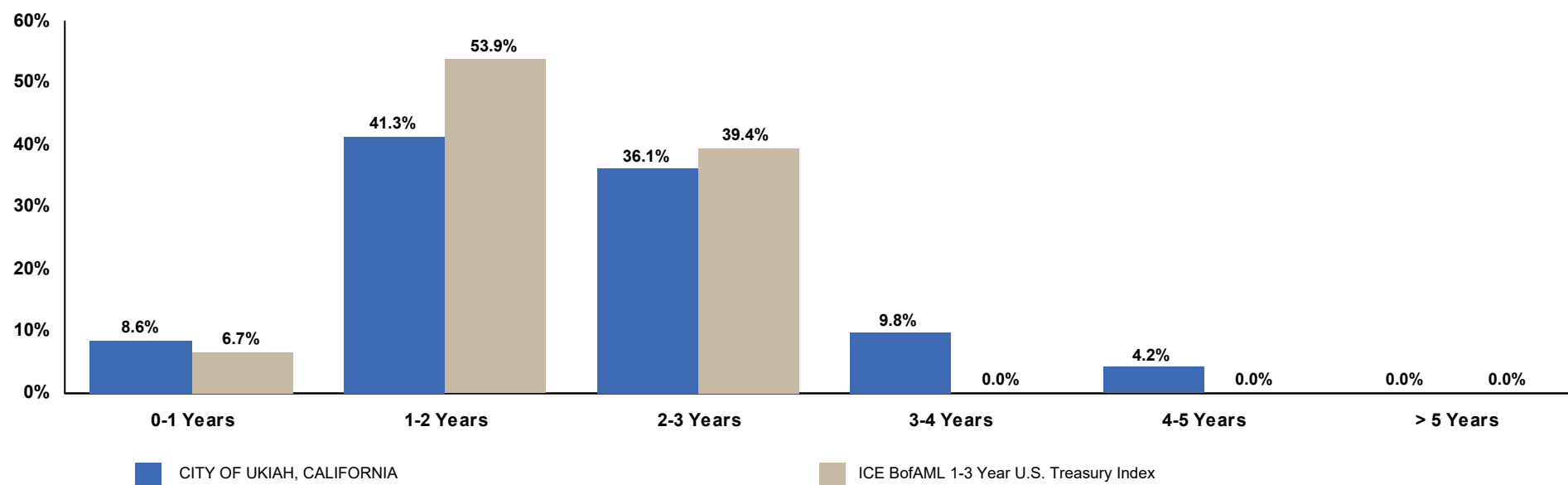


Detail may not add to total due to rounding.

Maturity Distribution

As of March 31, 2020

Portfolio/Benchmark	Yield at Market	Average Maturity	0-1 Years	1-2 Years	2-3 Years	3-4 Years	4-5 Years	>5 Years
CITY OF UKIAH, CALIFORNIA	1.28%	2.15 yrs	8.6%	41.3%	36.1%	9.8%	4.2%	0.0%
ICE BofAML 1-3 Year U.S. Treasury Index	0.20%	1.86 yrs	6.7%	53.9%	39.4%	0.0%	0.0%	0.0%



Investment Strategy Outlook

- U.S. economic fundamentals are expected to deteriorate significantly in the second quarter as the full effect of COVID-19 materializes. The real question is the duration of the economic shutdown and the speed and trajectory of the eventual recovery.
- Our outlook for major investment-grade sectors includes the following:
 - Federal agencies currently offer value, materially less credit risk, and better liquidity than most other sectors. Moving into the second quarter, we will likely target increased allocations to agencies. Given low yields, we also find value in callable agencies but will evaluate them on an issue-specific basis.
 - The MBS sector survived the recent surge of prepayments and now has support from the unlimited Fed purchase program. As a result, spreads began to narrow in the late first quarter. We view this stabilization as a modest buying opportunity in MBS heading into the second quarter with a focus on structures with less prepayment risk.
 - The investment grade corporate market faces numerous challenges and uncertainties. After initially pausing all new credit purchases, we have subsequently re-approved a limited number of issuers. We believe the prudent action is to remain cautious and vigilant until longer-term economic consequences are better understood and market liquidity stabilizes. While spreads are significantly wider, PFM's view is that under current conditions the risks still outweigh the potential benefits. The late quarter surge in new issues that were easily absorbed by investors is an early, optimistic sign.
 - In ABS, spreads remain wide, and liquidity remains impaired. At the forefront of risks are consumers' and businesses' ability to make timely credit card, auto loan, and equipment lease payments. We plan to avoid new ABS purchases until the outlook is clearer. ABS allocations are expected to naturally decline from principal paydowns.
 - In the municipal sector, recent monetary and fiscal stimulus is expected to benefit local government issuers. We anticipate continuing to search for and scrutinize high-quality municipal issuers that are best positioned to weather current challenges.

Issuer Distribution

Issuer Distribution

As of March 31, 2020

Issuer	Market Value (\$)	% of Portfolio	Top 5 = 51.1%	Top 10 = 59.5%
UNITED STATES TREASURY	9,800,584	38.1%		
FANNIE MAE	1,322,341	5.1%		
FREDDIE MAC	1,028,532	4.0%		
ROYAL BANK OF CANADA	501,981	2.0%		
TOYOTA MOTOR CORP	494,011	1.9%		
MORGAN STANLEY	452,802	1.8%		
FORD CREDIT AUTO OWNER TRUST	451,981	1.8%		
CALIFORNIA ST	430,823	1.7%		
ALLY AUTO RECEIVABLES TRUST	413,196	1.6%		
AMERICAN EXPRESS CO	404,579	1.6%		
BANK OF MONTREAL	403,137	1.6%		
GM FINANCIAL SECURITIZED TERM	398,983	1.6%		
SWEDBANK AB	392,673	1.5%		
INTL BANK OF RECONSTRUCTION AND DEV	344,764	1.3%		
HONDA AUTO RECEIVABLES	321,686	1.3%		
NISSAN AUTO RECEIVABLES	315,869	1.2%		
INTERNATIONAL FINANCE CORPORATION	306,282	1.2%		
NATIONAL RURAL UTILITIES CO FINANCE CORP	265,439	1.0%		

CITY OF UKIAH, CALIFORNIA

Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
CARMAX AUTO OWNER TRUST	255,902	1.0%
DNB ASA	255,777	1.0%
CREDIT AGRICOLE SA	254,848	1.0%
MITSUBISHI UFJ FINANCIAL GROUP INC	254,273	1.0%
SKANDINAVISKA ENSKILDA BANKEN AB	254,063	1.0%
NORDEA BANK AB	254,003	1.0%
JP MORGAN CHASE & CO	253,958	1.0%
CITIGROUP INC	252,168	1.0%
GOLDMAN SACHS GROUP INC	250,620	1.0%
3M COMPANY	249,945	1.0%
CAPITAL ONE FINANCIAL CORP	247,402	1.0%
BB&T CORPORATION	245,793	1.0%
CHARLES SCHWAB	245,618	1.0%
AMERICAN HONDA FINANCE	245,313	1.0%
SOCIETE GENERALE	243,030	0.9%
BANK OF AMERICA CO	242,376	0.9%
PACCAR FINANCIAL CORP	241,300	0.9%
UNITED PARCEL SERVICE INC	224,678	0.9%
DEERE & COMPANY	211,039	0.8%
CATERPILLAR INC	203,484	0.8%
THE BANK OF NEW YORK MELLON CORPORATION	191,361	0.7%

CITY OF UKIAH, CALIFORNIA

Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
MERCEDES-BENZ AUTO RECEIVABLES	188,270	0.7%
VERIZON OWNER TRUST	185,064	0.7%
US BANCORP	173,835	0.7%
HERSHEY COMPANY	160,729	0.6%
UNILEVER PLC	151,843	0.6%
GM FINANCIAL AUTO LEASING TRUST	150,734	0.6%
DISCOVER FINANCIAL SERVICES	150,632	0.6%
MERCK & CO INC	128,482	0.5%
HYUNDAI AUTO RECEIVABLES	123,835	0.5%
FEDERAL HOME LOAN BANKS	103,858	0.4%
BURLINGTON NORTHERN SANTA FE	101,601	0.4%
VOLKSWAGEN AUTO LEASE TRUST	100,942	0.4%
CAPITAL ONE PRIME AUTO REC TRUST	99,480	0.4%
FORD CREDIT AUTO LEASE TRUST	99,405	0.4%
JOHN DEERE OWNER TRUST	96,954	0.4%
BOEING COMPANY	82,219	0.3%
PFIZER INC	76,760	0.3%
HARLEY-DAVIDSON MOTORCYCLE TRUST	76,742	0.3%
APPLE INC	76,411	0.3%
BMW FINANCIAL SERVICES NA LLC	73,865	0.3%
THE WALT DISNEY CORPORATION	65,323	0.3%

CITY OF UKIAH, CALIFORNIA

Portfolio Composition

Issuer	Market Value (\$)	% of Portfolio
HONEYWELL INTERNATIONAL	50,425	0.2%
FIFTH THIRD AUTO TRUST	49,387	0.2%
ADOBE INC	30,349	0.1%
Grand Total:	25,723,756	100.0%

Sector/Issuer Distribution

As of March 31, 2020

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Asset-Backed			
ALLY AUTO RECEIVABLES TRUST	413,196	10.2%	1.6%
BMW FINANCIAL SERVICES NA LLC	73,865	1.8%	0.3%
CAPITAL ONE FINANCIAL CORP	247,402	6.1%	1.0%
CAPITAL ONE PRIME AUTO REC TRUST	99,480	2.5%	0.4%
CARMAX AUTO OWNER TRUST	255,902	6.3%	1.0%
DISCOVER FINANCIAL SERVICES	150,632	3.7%	0.6%
FIFTH THIRD AUTO TRUST	49,387	1.2%	0.2%
FORD CREDIT AUTO LEASE TRUST	99,405	2.5%	0.4%
FORD CREDIT AUTO OWNER TRUST	451,981	11.2%	1.8%
GM FINANCIAL AUTO LEASING TRUST	150,734	3.7%	0.6%
GM FINANCIAL SECURITIZED TERM	398,983	9.9%	1.6%
HARLEY-DAVIDSON MOTORCYCLE TRUST	76,742	1.9%	0.3%
HONDA AUTO RECEIVABLES	321,686	7.9%	1.3%
HYUNDAI AUTO RECEIVABLES	123,835	3.1%	0.5%
JOHN DEERE OWNER TRUST	96,954	2.4%	0.4%
MERCEDES-BENZ AUTO RECEIVABLES	188,270	4.7%	0.7%
NISSAN AUTO RECEIVABLES	315,869	7.8%	1.2%
TOYOTA MOTOR CORP	248,161	6.1%	1.0%
VERIZON OWNER TRUST	185,064	4.6%	0.7%
VOLKSWAGEN AUTO LEASE TURST	100,942	2.5%	0.4%

CITY OF UKIAH, CALIFORNIA

Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Sector Total	4,048,489	100.0%	15.7%
Certificate of Deposit			
BANK OF MONTREAL	403,137	14.3%	1.6%
CREDIT AGRICOLE SA	254,848	9.1%	1.0%
DNB ASA	255,777	9.1%	1.0%
MITSUBISHI UFJ FINANCIAL GROUP INC	254,273	9.0%	1.0%
NORDEA BANK AB	254,003	9.0%	1.0%
ROYAL BANK OF CANADA	501,981	17.8%	2.0%
SKANDINAVISKA ENSKILDA BANKEN AB	254,063	9.0%	1.0%
SOCIETE GENERALE	243,030	8.6%	0.9%
SWEDBANK AB	392,673	14.0%	1.5%
Sector Total	2,813,784	100.0%	10.9%
Corporate			
3M COMPANY	249,945	4.5%	1.0%
ADOBE INC	30,349	0.5%	0.1%
AMERICAN EXPRESS CO	404,579	7.3%	1.6%
AMERICAN HONDA FINANCE	245,313	4.4%	1.0%
APPLE INC	76,411	1.4%	0.3%
BANK OF AMERICA CO	242,376	4.4%	0.9%
BB&T CORPORATION	245,793	4.4%	1.0%
BOEING COMPANY	82,219	1.5%	0.3%
BURLINGTON NORTHERN SANTA FE	101,601	1.8%	0.4%
CATERPILLAR INC	203,484	3.7%	0.8%

CITY OF UKIAH, CALIFORNIA

Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
CHARLES SCHWAB	245,618	4.4%	1.0%
CITIGROUP INC	252,168	4.6%	1.0%
DEERE & COMPANY	211,039	3.8%	0.8%
GOLDMAN SACHS GROUP INC	250,620	4.5%	1.0%
HERSHEY COMPANY	160,729	2.9%	0.6%
HONEYWELL INTERNATIONAL	50,425	0.9%	0.2%
JP MORGAN CHASE & CO	253,958	4.6%	1.0%
MERCK & CO INC	128,482	2.3%	0.5%
MORGAN STANLEY	452,802	8.2%	1.8%
NATIONAL RURAL UTILITIES CO FINANCE CORP	265,439	4.8%	1.0%
PACCAR FINANCIAL CORP	241,300	4.4%	0.9%
PFIZER INC	76,760	1.4%	0.3%
THE BANK OF NEW YORK MELLON CORPORATION	191,361	3.5%	0.7%
THE WALT DISNEY CORPORATION	65,323	1.2%	0.3%
TOYOTA MOTOR CORP	245,850	4.5%	1.0%
UNILEVER PLC	151,843	2.7%	0.6%
UNITED PARCEL SERVICE INC	224,678	4.1%	0.9%
US BANCORP	173,835	3.1%	0.7%
Sector Total	5,524,300	100.0%	21.5%
Federal Agency/CMO			
FANNIE MAE	372,433	26.6%	1.4%
FREDDIE MAC	1,028,532	73.4%	4.0%
Sector Total	1,400,965	100.0%	5.4%

CITY OF UKIAH, CALIFORNIA

Portfolio Composition

Sector / Issuer	Market Value (\$)	% of Sector	% of Total Portfolio
Federal Agency/GSE			
FANNIE MAE	949,908	90.1%	3.7%
FEDERAL HOME LOAN BANKS	103,858	9.9%	0.4%
Sector Total	1,053,766	100.0%	4.1%
Municipal			
CALIFORNIA ST	430,823	100.0%	1.7%
Sector Total	430,823	100.0%	1.7%
Supra-Sov / Supra-Natl Agency			
INTERNATIONAL FINANCE CORPORATION	306,282	47.0%	1.2%
INTL BANK OF RECONSTRUCTION AND DEV	344,764	53.0%	1.3%
Sector Total	651,046	100.0%	2.5%
U.S. Treasury			
UNITED STATES TREASURY	9,800,584	100.0%	38.1%
Sector Total	9,800,584	100.0%	38.1%
Portfolio Total	25,723,756	100.0%	100.0%

Portfolio Transactions

Quarterly Portfolio Transactions

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
BUY									
1/2/20	1/6/20	400,000	912828P38	US TREASURY NOTES	1.75%	1/31/23	404,665.09	1.61%	
1/8/20	1/15/20	100,000	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	99,976.45	1.85%	
1/14/20	1/22/20	90,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/15/24	89,982.34	1.90%	
1/21/20	1/28/20	75,000	06406RAM9	BANK OF NY MELLON CORP	1.85%	1/27/23	74,947.50	1.87%	
1/21/20	1/29/20	65,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/20/24	64,992.39	1.86%	
1/21/20	1/29/20	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	74,983.64	2.36%	
1/22/20	2/3/20	30,000	00724PAA7	ADOBE INC CORP NOTE	1.70%	2/1/23	29,958.90	1.75%	
1/22/20	2/5/20	100,000	63743HET5	NATIONAL RURAL UTIL COOP CORP NOTE	1.75%	1/21/22	99,912.00	1.80%	
2/3/20	2/5/20	235,000	912828Z29	UNITED STATES TREASURY NOTES	1.50%	1/15/23	236,360.01	1.33%	
2/14/20	2/19/20	250,000	83369XDL9	SOCIETE GENERALE NY CERT DEPOS	1.80%	2/14/22	250,000.00	1.80%	
3/2/20	3/5/20	700,000	912828Q29	US TREASURY NOTES	1.50%	3/31/23	719,324.41	0.80%	
3/5/20	3/11/20	300,000	912828S35	US TREASURY NOTES	1.37%	6/30/23	308,093.66	0.63%	
Total BUY		2,420,000					2,453,196.39		
INTEREST									
1/1/20	1/25/20	158,053	3137BHXX0	FHLMC SERIES K718 A1	2.37%	9/1/21	312.81		
1/1/20	1/25/20	240,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/25/22	502.00		
1/1/20	1/25/20	249,133	3137ASNJ9	FHMS K019 A2	2.27%	3/25/22	471.69		
1/1/20	1/25/20	114,104	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	253.79		
1/1/20	1/25/20	82,561	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	177.95		
1/1/20	1/25/20	99,843	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	185.79		
1/1/20	1/25/20	125,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	240.31		
1/1/20	1/25/20	166,240	3136ACGJ4	FANNIEMAE-ACES	2.50%	11/25/22	347.52		
1/1/20	1/25/20	133,214	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	267.96		

CITY OF UKIAH, CALIFORNIA

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
1/1/20	1/25/20	69,641	3137FKK39	FHMS KP05 A	3.20%	7/1/23	185.88		
1/2/20	1/2/20	0	MONEY0002	MONEY MARKET FUND			86.56		
1/11/20	1/11/20	550,000	3135G0U92	FANNIE MAE NOTES	2.62%	1/11/22	7,218.75		
1/11/20	1/11/20	365,000	3135G0U92	FANNIE MAE NOTES	2.62%	1/11/22	4,790.63		
1/15/20	1/15/20	74,767	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	165.73		
1/15/20	1/15/20	100,000	89238UAD2	TAOT 2019-C A3	1.91%	9/15/23	159.17		
1/15/20	1/15/20	150,000	65479JAD5	NAROT 2019-C A3	1.93%	7/15/24	241.25		
1/15/20	1/15/20	90,000	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	234.75		
1/15/20	1/15/20	900,000	9128287C8	UNITED STATES TREASURY NOTES	1.75%	7/15/22	7,875.00		
1/15/20	1/15/20	170,000	02582JHQ6	AMXCA 2018-1 A	2.67%	10/17/22	378.25		
1/15/20	1/15/20	190,000	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	479.75		
1/15/20	1/15/20	134,073	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	195.52		
1/15/20	1/15/20	175,000	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	405.42		
1/15/20	1/15/20	50,000	31680YAD9	FIFTH THIRD AUTO TRUST	2.64%	12/15/23	110.00		
1/15/20	1/15/20	338,926	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	855.79		
1/15/20	1/15/20	2,334	65478VAD9	NISSAN ABS 2016-B A3	1.32%	1/15/21	2.57		
1/15/20	1/15/20	200,000	02008QAC4	ALLYA 2019-2 A3	2.23%	1/15/24	371.67		
1/15/20	1/15/20	1,175,000	9128285V8	US TREASURY NOTES	2.50%	1/15/22	14,687.50		
1/15/20	1/15/20	165,000	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	398.75		
1/15/20	1/15/20	250,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	358.33		
1/15/20	1/15/20	69,608	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	105.57		
1/15/20	1/15/20	150,000	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	236.25		
1/15/20	1/15/20	125,000	43815NAC8	HAROT 2019-3 A3	1.78%	8/15/23	185.42		
1/15/20	1/15/20	600,000	9128285V8	US TREASURY NOTES	2.50%	1/15/22	7,500.00		
1/15/20	1/15/20	100,000	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	242.50		
1/15/20	1/15/20	150,000	89233MAD5	TAOT 2019-D A3	1.92%	1/16/24	240.00		
1/15/20	1/15/20	100,000	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	209.17		
1/15/20	1/15/20	75,000	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	167.50		
1/15/20	1/15/20	100,000	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	241.67		
1/15/20	1/15/20	125,000	44891JAC2	HART 2019-B A3	1.94%	2/15/24	202.08		

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Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
1/15/20	1/15/20	40,001	02007EAE8	ALLY ABS 2017-3 A3	1.74%	9/15/21	58.00		
1/15/20	1/15/20	13,694	47787XAC1	JOHN DEERE ABS 2017-A A3	1.78%	4/15/20	20.31		
1/16/20	1/16/20	150,000	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	377.50		
1/16/20	1/16/20	150,000	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	371.25		
1/18/20	1/18/20	125,000	43813VAC2	HAROT 2019-4 A3	1.83%	1/18/24	190.63		
1/18/20	1/18/20	135,000	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	338.63		
1/18/20	1/18/20	75,000	43814WAC9	HAROT 2019-1 A3	2.83%	3/20/23	176.88		
1/20/20	1/20/20	125,000	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	202.08		
1/20/20	1/20/20	75,000	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	186.25		
1/20/20	1/20/20	75,000	38013TAD3	GMALT 2019-3 A3	2.03%	6/20/22	126.88		
1/20/20	1/20/20	100,000	92867XAD8	VWALT 2019-A A3	1.99%	11/21/22	165.83		
1/22/20	1/22/20	75,000	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	177.50		
1/23/20	1/23/20	335,000	459058GH0	INTL BANK OF RECONSTRUCTION AND DEV NOTE	2.75%	7/23/21	4,606.25		
1/31/20	1/31/20	125,000	912828H86	US TREASURY NOTES	1.50%	1/31/22	937.50		
1/31/20	1/31/20	475,000	912828V72	US TREASURY NOTES	1.87%	1/31/22	4,453.13		
1/31/20	1/31/20	400,000	912828P4	US TREASURY NOTES	1.87%	7/31/22	3,750.00		
1/31/20	1/31/20	1,725,000	912828V72	US TREASURY NOTES	1.87%	1/31/22	16,171.88		
1/31/20	1/31/20	75,000	912828P38	US TREASURY NOTES	1.75%	1/31/23	656.25		
1/31/20	1/31/20	400,000	912828P38	US TREASURY NOTES	1.75%	1/31/23	3,500.00		
1/31/20	1/31/20	325,000	912828P4	US TREASURY NOTES	1.87%	7/31/22	3,046.88		
2/1/20	2/1/20	100,000	05531FAZ6	BRANCH BANKING & TRUST (CALLABLE) NOTES	2.15%	2/1/21	1,075.00		
2/1/20	2/1/20	85,000	097023CL7	BOEING CO	2.30%	8/1/21	982.93		
2/1/20	2/25/20	153,963	3137BHXX0	FHLMC SERIES K718 A1	2.37%	9/1/21	304.72		
2/1/20	2/25/20	125,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	240.31		
2/1/20	2/25/20	240,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/25/22	502.00		
2/1/20	2/25/20	69,527	3137FKK39	FHMS KP05 A	3.20%	7/1/23	185.58		
2/1/20	2/25/20	98,327	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	346.95		
2/1/20	2/25/20	132,178	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	260.46		
2/1/20	2/25/20	111,293	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	247.53		
2/1/20	2/25/20	248,536	3137ASNJ9	FHMS K019 A2	2.27%	3/25/22	470.56		

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Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
2/1/20	2/25/20	165,910	3136ACGJ4	FANNIEMAE-ACES	2.50%	11/25/22	363.99		
2/1/20	2/25/20	79,089	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	173.14		
2/3/20	2/3/20	0	MONEY0002	MONEY MARKET FUND			33.82		
2/8/20	2/8/20	50,000	438516BT2	HONEYWELL INTERNATIONAL CORPORATE NOTE	2.15%	8/8/22	537.50		
2/14/20	2/14/20	175,000	88579YBL4	3M COMPANY	1.75%	2/14/23	1,429.17		
2/15/20	2/15/20	125,000	44891JAC2	HART 2019-B A3	1.94%	2/15/24	202.08		
2/15/20	2/15/20	68,245	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	151.28		
2/15/20	2/15/20	75,000	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	167.50		
2/15/20	2/15/20	117,827	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	171.83		
2/15/20	2/15/20	9,618	47787XAC1	JOHN DEERE ABS 2017-A A3	1.78%	4/15/20	14.27		
2/15/20	2/15/20	100,000	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	242.50		
2/15/20	2/15/20	200,000	02008QAC4	ALLYA 2019-2 A3	2.23%	1/15/24	371.67		
2/15/20	2/15/20	318,022	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	803.01		
2/15/20	2/15/20	100,000	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	209.17		
2/15/20	2/15/20	150,000	9128286C9	US TREASURY NOTES	2.50%	2/15/22	1,875.00		
2/15/20	2/15/20	90,000	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	234.75		
2/15/20	2/15/20	150,000	89233MAD5	TAOT 2019-D A3	1.92%	1/16/24	240.00		
2/15/20	2/15/20	190,000	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	479.75		
2/15/20	2/15/20	100,000	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	241.67		
2/15/20	2/15/20	250,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	358.33		
2/15/20	2/15/20	100,000	89238UAD2	TAOT 2019-C A3	1.91%	9/15/23	159.17		
2/15/20	2/15/20	50,000	31680YAD9	FIFTH THIRD AUTO TRUST	2.64%	12/15/23	110.00		
2/15/20	2/15/20	60,062	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	91.09		
2/15/20	2/15/20	150,000	65479JAD5	NAROT 2019-C A3	1.93%	7/15/24	241.25		
2/15/20	2/15/20	175,000	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	405.42		
2/15/20	2/15/20	125,000	43815NAC8	HAROT 2019-3 A3	1.78%	8/15/23	185.42		
2/15/20	2/15/20	33,101	02007EAE8	ALLY ABS 2017-3 A3	1.74%	9/15/21	48.00		
2/15/20	2/15/20	90,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/15/24	108.68		
2/15/20	2/15/20	150,000	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	236.25		
2/15/20	2/15/20	165,000	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	398.75		

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2/15/20	2/15/20	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	62.33		
2/16/20	2/16/20	100,000	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	168.67		
2/16/20	2/16/20	150,000	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	377.50		
2/16/20	2/16/20	150,000	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	371.25		
2/18/20	2/18/20	75,000	43814WAC9	HAROT 2019-1 A3	2.83%	3/20/23	176.88		
2/18/20	2/18/20	125,000	43813VAC2	HAROT 2019-4 A3	1.83%	1/18/24	190.63		
2/18/20	2/18/20	135,000	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	338.63		
2/20/20	2/20/20	75,000	38013TAD3	GMALT 2019-3 A3	2.03%	6/20/22	126.88		
2/20/20	2/20/20	125,000	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	202.08		
2/20/20	2/20/20	75,000	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	186.25		
2/20/20	2/20/20	100,000	92867XAD8	VWALT 2019-A A3	1.99%	11/21/22	165.83		
2/22/20	2/22/20	75,000	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	177.50		
2/23/20	2/23/20	115,000	06406RAK3	BANK OF NY MELLON CORP CORP NOTES	1.95%	8/23/22	1,121.25		
2/26/20	2/26/20	250,000	55379WZT6	MUFG BANK LTD/NY CERT DEPOS	2.97%	2/26/21	7,486.88		
2/26/20	2/26/20	250,000	65558TLL7	NORDEA BANK ABP NEW YORK CERT DEPOS	1.85%	8/26/22	2,325.35		
2/26/20	2/26/20	250,000	83050PDR7	SKANDINAV ENSKILDA BANK LT CD	1.86%	8/26/22	2,273.33		
2/26/20	2/26/20	200,000	14913Q2T5	CATERPILLAR FINL SERVICE CORP NOTES	2.95%	2/26/22	2,950.00		
3/1/20	3/1/20	75,000	88579YBF7	3M COMPANY BONDS	2.75%	3/1/22	1,031.25		
3/1/20	3/1/20	65,000	254687FJ0	WALT DISNEY COMPANY/THE	1.65%	9/1/22	521.35		
3/1/20	3/1/20	240,000	69371RN93	PACCAR FINANCIAL CORP NOTES	2.80%	3/1/21	3,360.00		
3/1/20	3/25/20	149,858	3137BHXX0	FHLMC SERIES K718 A1	2.37%	9/1/21	296.59		
3/1/20	3/25/20	69,412	3137FKK39	FHMS KP05 A	3.20%	7/1/23	185.27		
3/1/20	3/25/20	131,916	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	259.94		
3/1/20	3/25/20	74,406	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	141.37		
3/1/20	3/25/20	125,000	3137AWQH1	FHLMC MULTIFAMILY STRUCTURED P	2.30%	8/25/22	240.31		
3/1/20	3/25/20	108,471	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	241.26		
3/1/20	3/25/20	162,231	3136ACGJ4	FANNIEMAE-ACES	2.50%	11/25/22	366.06		
3/1/20	3/25/20	78,774	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	137.33		
3/1/20	3/25/20	247,937	3137ASNJ9	FHMS K019 A2	2.27%	3/25/22	469.43		
3/1/20	3/25/20	240,000	3137B1BS0	FHLMC MULTIFAMILY STRUCTURED P	2.51%	11/25/22	502.00		

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3/2/20	3/2/20	400,000	90275DHG8	UBS AG STAMFORD CT LT CD	2.90%	3/2/20	5,832.22		
3/2/20	3/2/20	0	MONEY0002	MONEY MARKET FUND			59.15		
3/3/20	3/3/20	95,000	05531FBD4	BRANCH BANKING & TRUST CORP NOTES	3.20%	9/3/21	1,520.00		
3/5/20	3/5/20	200,000	40428HPR7	HSBC USA INC NOTES	2.35%	3/5/20	2,350.00		
3/9/20	3/9/20	300,000	45950VLQ7	INTERNATIONAL FINANCE CORPORATION NOTE	2.63%	3/9/21	3,954.00		
3/11/20	3/11/20	75,000	717081ER0	PFIZER INC CORP BONDS	2.80%	3/11/22	1,050.00		
3/11/20	3/11/20	75,000	037833DL1	APPLE INC	1.70%	9/11/22	637.50		
3/15/20	3/15/20	150,000	65479JAD5	NAROT 2019-C A3	1.93%	7/15/24	241.25		
3/15/20	3/15/20	5,004	47787XAC1	JOHN DEERE ABS 2017-A A3	1.78%	4/15/20	7.42		
3/15/20	3/15/20	100,000	12189LAF8	BURLINGTN NORTH SANTA FE CORP NOTES	3.45%	9/15/21	1,725.00		
3/15/20	3/15/20	190,000	58772RAD6	MBART 2018-1 A3	3.03%	1/15/23	479.75		
3/15/20	3/15/20	150,000	254683CM5	DCENT 2019-A3 A	1.89%	10/15/24	236.25		
3/15/20	3/15/20	100,000	89238UAD2	TAOT 2019-C A3	1.91%	9/15/23	159.17		
3/15/20	3/15/20	90,000	14313FAD1	CARMAX AUTO OWNER TRUST	3.13%	6/15/23	234.75		
3/15/20	3/15/20	48,387	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	73.39		
3/15/20	3/15/20	125,000	43815NAC8	HAROT 2019-3 A3	1.78%	8/15/23	185.42		
3/15/20	3/15/20	102,876	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	150.03		
3/15/20	3/15/20	125,000	589331AT4	MERCK & CO INC CORP NOTES	2.40%	9/15/22	1,500.00		
3/15/20	3/15/20	165,000	65479KAD2	NAROT 2019-A A3	2.90%	10/15/23	398.75		
3/15/20	3/15/20	100,000	02004WAC5	ALLYA 2019-1 A3	2.91%	9/15/23	242.50		
3/15/20	3/15/20	90,000	14315XAC2	CARMX 2020-1 A3	1.89%	12/15/24	141.75		
3/15/20	3/15/20	50,000	31680YAD9	FIFTH THIRD AUTO TRUST	2.64%	12/15/23	110.00		
3/15/20	3/15/20	165,000	63743HER9	NATIONAL RURAL UTIL COOP NOTE	2.90%	3/15/21	2,392.50		
3/15/20	3/15/20	175,000	34533FAD3	FORDO 2019-A A3	2.78%	9/15/23	405.42		
3/15/20	3/15/20	170,000	91159HHC7	US BANCORP (CALLABLE) NOTE	3.00%	3/15/22	2,550.00		
3/15/20	3/15/20	250,000	14041NFU0	COMET 2019-A2 A2	1.72%	8/15/24	358.33		
3/15/20	3/15/20	125,000	44891JAC2	HART 2019-B A3	1.94%	2/15/24	202.08		
3/15/20	3/15/20	297,603	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	751.45		
3/15/20	3/15/20	100,000	14042WAC4	COPAR 2019-1 A3	2.51%	11/15/23	209.17		
3/15/20	3/15/20	75,000	14316LAC7	CARMX 2019-2 A3	2.68%	3/15/24	167.50		

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Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
3/15/20	3/15/20	150,000	89233MAD5	TAOT 2019-D A3	1.92%	1/16/24	240.00		
3/15/20	3/15/20	75,000	41284UAD6	HDMOT 2020-A A3	1.87%	10/15/24	116.88		
3/15/20	3/15/20	60,832	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	134.84		
3/15/20	3/15/20	200,000	02008QAC4	ALLYA 2019-2 A3	2.23%	1/15/24	371.67		
3/15/20	3/15/20	26,686	02007EAE8	ALLY ABS 2017-3 A3	1.74%	9/15/21	38.70		
3/15/20	3/15/20	100,000	34532FAD4	FORDL 2019-A A3	2.90%	5/15/22	241.67		
3/16/20	3/16/20	150,000	36255JAD6	GMCAR 2018-3 A3	3.02%	5/16/23	377.50		
3/16/20	3/16/20	150,000	36256XAD4	GMCAR 2019-1 A3	2.97%	11/16/23	371.25		
3/16/20	3/16/20	100,000	36258NAC6	GMCAR 2020-1 A3	1.84%	9/16/24	153.33		
3/18/20	3/18/20	125,000	43813VAC2	HAROT 2019-4 A3	1.83%	1/18/24	190.63		
3/18/20	3/18/20	75,000	43814WAC9	HAROT 2019-1 A3	2.83%	3/20/23	176.88		
3/20/20	3/20/20	75,000	36256UAD0	GMALT 2019-1 A3	2.98%	12/20/21	186.25		
3/20/20	3/20/20	65,000	92348TAA2	VZOT 2020-A A1A	1.85%	7/20/24	170.35		
3/20/20	3/20/20	100,000	92867XAD8	VWALT 2019-A A3	1.99%	11/21/22	165.83		
3/20/20	3/20/20	75,000	38013TAD3	GMALT 2019-3 A3	2.03%	6/20/22	126.88		
3/20/20	3/20/20	125,000	92348AAA3	VZOT 2019-C A1A	1.94%	4/22/24	202.08		
3/22/20	3/22/20	150,000	904764AZ0	UNILEVER CAPITAL CORP NOTES	2.75%	3/22/21	2,062.50		
3/22/20	3/22/20	75,000	05586VAC6	BMW VEHICLE LEASE TRUST	2.84%	11/22/21	177.50		
3/31/20	3/31/20	700,000	912828Q29	US TREASURY NOTES	1.50%	3/31/23	5,250.00		
Total INTEREST		28,851,284					171,238.27		
MATURITY									
3/2/20	3/2/20	400,000	90275DHG8	UBS AG STAMFORD CT LT CD	2.90%	3/2/20	400,000.00		0.00
3/5/20	3/5/20	200,000	40428HPR7	HSBC USA INC NOTES	2.35%	3/5/20	200,000.00		0.00
Total MATURITY		600,000					600,000.00		0.00

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PAYDOWNS									
1/1/20	1/25/20	597	3137ASNJ9	FHMS K019 A2	2.27%	3/25/22	596.78		0.00
1/1/20	1/25/20	1,037	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	1,036.56		0.00
1/1/20	1/25/20	1,516	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	1,515.80		0.00
1/1/20	1/25/20	330	3136ACGJ4	FANNIEMAE-ACES	2.50%	11/25/22	330.04		0.00
1/1/20	1/25/20	3,472	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	3,472.36		0.00
1/1/20	1/25/20	114	3137FKK39	FHMS KP05 A	3.20%	7/1/23	113.94		0.00
1/1/20	1/25/20	2,812	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	2,811.69		0.00
1/1/20	1/25/20	4,091	3137BHXX0	FHLMC SERIES K718 A1	2.37%	9/1/21	4,090.79		0.00
1/15/20	1/15/20	16,246	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	16,246.37		0.00
1/15/20	1/15/20	20,903	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	20,903.14		0.00
1/15/20	1/15/20	6,901	02007EAE8	ALLY ABS 2017-3 A3	1.74%	9/15/21	6,900.71		0.00
1/15/20	1/15/20	9,546	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	9,545.81		0.00
1/15/20	1/15/20	4,076	47787XAC1	JOHN DEERE ABS 2017-A A3	1.78%	4/15/20	4,076.05		0.00
1/15/20	1/15/20	6,522	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	6,521.64		0.00
1/15/20	1/15/20	2,334	65478VAD9	NISSAN ABS 2016-B A3	1.32%	1/15/21	2,334.22		0.00
2/1/20	2/25/20	115	3137FKK39	FHMS KP05 A	3.20%	7/1/23	114.51		0.00
2/1/20	2/25/20	4,104	3137BHXX0	FHLMC SERIES K718 A1	2.37%	9/1/21	4,104.17		0.00
2/1/20	2/25/20	2,821	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	2,821.11		0.00
2/1/20	2/25/20	599	3137ASNJ9	FHMS K019 A2	2.27%	3/25/22	598.99		0.00
2/1/20	2/25/20	4,683	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	4,682.72		0.00
2/1/20	2/25/20	19,553	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	19,552.86		0.00
2/1/20	2/25/20	262	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	261.69		0.00
2/1/20	2/25/20	3,679	3136ACGJ4	FANNIEMAE-ACES	2.50%	11/25/22	3,678.95		0.00
2/15/20	2/15/20	7,413	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	7,413.10		0.00
2/15/20	2/15/20	6,414	02007EAE8	ALLY ABS 2017-3 A3	1.74%	9/15/21	6,414.08		0.00
2/15/20	2/15/20	14,951	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	14,951.06		0.00
2/15/20	2/15/20	11,675	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	11,674.69		0.00
2/15/20	2/15/20	20,419	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	20,419.11		0.00

CITY OF UKIAH, CALIFORNIA

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
2/15/20	2/15/20	4,614	47787XAC1	JOHN DEERE ABS 2017-A A3	1.78%	4/15/20	4,614.15		0.00
3/1/20	3/25/20	3,174	3137B5JL8	FHLMC MULTIFAMILY STRUCTURED P	2.66%	2/25/23	3,173.98		0.00
3/1/20	3/25/20	4,678	3136ACGJ4	FANNIEMAE-ACES	2.50%	11/25/22	4,678.31		0.00
3/1/20	3/25/20	4,623	3137BHXX0	FHLMC SERIES K718 A1	2.37%	9/1/21	4,623.31		0.00
3/1/20	3/25/20	672	3137ASNJ9	FHMS K019 A2	2.27%	3/25/22	672.15		0.00
3/1/20	3/25/20	125	3137FKK39	FHMS KP05 A	3.20%	7/1/23	125.13		0.00
3/1/20	3/25/20	291	3136ABPW7	FNA 2013-M1 A2	2.36%	8/25/22	291.46		0.00
3/1/20	3/25/20	162	3136AEGQ4	FNA 2013-M7 A2	2.28%	12/25/22	161.95		0.00
3/1/20	3/25/20	160	3137FQ3V3	FHMS KJ27 A1	2.09%	7/25/24	160.33		0.00
3/15/20	3/15/20	4,968	47788CAC6	JDOT 2018-A A3	2.66%	4/15/22	4,967.85		0.00
3/15/20	3/15/20	3,276	47787XAC1	JOHN DEERE ABS 2017-A A3	1.78%	4/15/20	3,276.47		0.00
3/15/20	3/15/20	8,888	47788BAD6	JOHN DEERE ABS 2017-B A3	1.82%	10/15/21	8,887.86		0.00
3/15/20	3/15/20	6,241	02007EAE8	ALLY ABS 2017-3 A3	1.74%	9/15/21	6,240.78		0.00
3/15/20	3/15/20	14,077	02007FAC9	ALLY ABS 2017-4 A3	1.75%	12/15/21	14,077.23		0.00
3/15/20	3/15/20	18,899	34528FAD0	FORDO 2018-A A3	3.03%	11/15/22	18,899.31		0.00
Total PAYDOWNS		252,033					252,033.21		0.00

SELL

1/2/20	1/6/20	395,000	06417GU22	BANK OF NOVA SCOTIA HOUSTON CD	3.08%	6/5/20	397,928.43	1.92%	1,912.78
1/14/20	1/15/20	50,000	912828YP9	UNITED STATES TREASURY NOTES	1.50%	10/31/21	50,072.61	1.60%	65.57
1/22/20	1/22/20	15,000	912828YP9	UNITED STATES TREASURY NOTES	1.50%	10/31/21	15,042.51	1.53%	35.60
1/27/20	1/28/20	170,000	912828YP9	UNITED STATES TREASURY NOTES	1.50%	10/31/21	170,743.02	1.46%	617.99
1/29/20	1/29/20	25,000	912828YP9	UNITED STATES TREASURY NOTES	1.50%	10/31/21	25,107.37	1.47%	87.84
1/31/20	2/3/20	160,000	904764AZ0	UNILEVER CAPITAL CORP NOTES	2.75%	3/22/21	163,588.31	1.64%	2,305.05
2/3/20	2/5/20	170,000	02582JHQ6	AMXCA 2018-1 A	2.67%	10/17/22	170,438.11	2.59%	197.83
2/14/20	2/19/20	105,000	69371RN85	PACCAR FINANCIAL CORP NOTES	2.05%	11/13/20	105,861.70	1.67%	290.06
2/18/20	2/19/20	135,000	43814UAG4	HAROT 2018-2 A3	3.01%	5/18/22	136,308.56	2.18%	1,298.93
3/11/20	3/11/20	275,000	3130AF5B9	FEDERAL HOME LOAN BANKS NOTES	3.00%	10/12/21	289,059.83	0.55%	10,810.10

CITY OF UKIAH, CALIFORNIA

Portfolio Activity

Trade Date	Settle Date	Par (\$)	CUSIP	Security Description	Coupon	Maturity Date	Transact Amt (\$)	Yield at Market	Realized G/L (BV)
Total SELL		1,500,000					1,524,150.45		17,621.75

Portfolio Holdings

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
UNITED STATES TREASURY NOTES DTD 10/31/2019 1.500% 10/31/2021	912828YP9	150,000.00	AA+	Aaa	11/7/2019	11/12/2019	149,507.81	1.67	945.74	149,603.72	152,906.25
US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022	9128285V8	600,000.00	AA+	Aaa	1/30/2019	1/31/2019	598,945.31	2.56	3,173.08	599,355.02	623,625.00
US TREASURY NOTES DTD 01/15/2019 2.500% 01/15/2022	9128285V8	1,175,000.00	AA+	Aaa	1/29/2019	1/31/2019	1,173,347.66	2.55	6,213.94	1,173,990.50	1,221,265.63
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	1,725,000.00	AA+	Aaa	1/16/2019	1/16/2019	1,691,241.21	2.55	5,420.24	1,704,358.49	1,774,054.69
US TREASURY NOTES DTD 01/31/2017 1.875% 01/31/2022	912828V72	475,000.00	AA+	Aaa	1/7/2019	1/9/2019	466,427.73	2.49	1,492.53	469,792.21	488,507.81
US TREASURY NOTES DTD 02/02/2015 1.500% 01/31/2022	912828H86	125,000.00	AA+	Aaa	2/7/2019	2/11/2019	121,601.57	2.45	314.22	122,874.94	127,714.85
US TREASURY NOTES DTD 02/15/2019 2.500% 02/15/2022	9128286C9	150,000.00	AA+	Aaa	3/1/2019	3/6/2019	149,830.08	2.54	473.90	149,891.28	156,140.63
UNITED STATES TREASURY NOTES DTD 04/15/2019 2.250% 04/15/2022	9128286M7	65,000.00	AA+	Aaa	5/1/2019	5/3/2019	65,040.62	2.23	675.31	65,028.59	67,539.06
US TREASURY NOTES DTD 05/01/2017 1.875% 04/30/2022	912828X47	200,000.00	AA+	Aaa	4/4/2019	4/5/2019	197,476.56	2.30	1,576.24	198,271.96	206,406.24
US TREASURY N/B NOTES DTD 06/01/2015 1.875% 05/31/2022	912828XD7	400,000.00	AA+	Aaa	6/19/2019	6/20/2019	400,296.88	1.85	2,520.49	400,220.86	413,312.48
US TREASURY N/B NOTES DTD 06/30/2015 2.125% 06/30/2022	912828XG0	35,000.00	AA+	Aaa	6/28/2019	6/28/2019	35,397.85	1.74	187.98	35,299.36	36,400.00
UNITED STATES TREASURY NOTES DTD 07/15/2019 1.750% 07/15/2022	9128287C8	900,000.00	AA+	Aaa	8/2/2019	8/5/2019	901,476.56	1.69	3,331.73	901,156.86	929,109.42
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	325,000.00	AA+	Aaa	7/1/2019	7/3/2019	326,041.02	1.77	1,021.21	325,795.34	336,781.25
US TREASURY NOTES DTD 07/31/2017 1.875% 07/31/2022	9128282P4	400,000.00	AA+	Aaa	6/3/2019	6/5/2019	400,375.00	1.84	1,256.87	400,282.02	414,500.00
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	475,000.00	AA+	Aaa	12/2/2019	12/4/2019	471,400.39	1.65	3,015.80	471,802.87	487,691.43

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
U.S. Treasury Bond / Note											
UNITED STATES TREASURY NOTES DTD 10/15/2019 1.375% 10/15/2022	912828YK0	100,000.00	AA+	Aaa	10/31/2019	11/4/2019	99,621.09	1.51	634.90	99,672.68	102,671.88
US TREASURY NOTES DTD 11/15/2012 1.625% 11/15/2022	912828TY6	175,000.00	AA+	Aaa	12/11/2019	12/13/2019	174,822.27	1.66	1,078.13	174,840.73	180,960.94
US TREASURY NOTES DTD 11/15/2012 1.625% 11/15/2022	912828TY6	300,000.00	AA+	Aaa	11/7/2019	11/12/2019	299,425.78	1.69	1,848.21	299,498.30	310,218.75
UNITED STATES TREASURY NOTES DTD 01/15/2020 1.500% 01/15/2023	912828Z29	235,000.00	AA+	Aaa	2/3/2020	2/5/2020	236,156.64	1.33	745.67	236,097.33	242,894.54
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	75,000.00	AA+	Aaa	12/26/2019	12/27/2019	75,196.29	1.66	219.95	75,180.37	77,976.56
US TREASURY NOTES DTD 02/01/2016 1.750% 01/31/2023	912828P38	400,000.00	AA+	Aaa	1/2/2020	1/6/2020	401,640.63	1.61	1,173.08	401,518.82	415,875.00
US TREASURY NOTES DTD 03/31/2016 1.500% 03/31/2023	912828Q29	700,000.00	AA+	Aaa	3/2/2020	3/5/2020	714,820.31	0.80	28.69	714,469.78	724,281.25
US TREASURY NOTES DTD 06/30/2016 1.375% 06/30/2023	912828S35	300,000.00	AA+	Aaa	3/5/2020	3/11/2020	307,289.06	0.63	1,042.58	307,163.15	309,750.00
Security Type Sub-Total		9,485,000.00					9,457,378.32	1.99	38,390.49	9,476,165.18	9,800,583.66
Supra-National Agency Bond / Note											
INTERNATIONAL FINANCE CORPORATION NOTE DTD 03/16/2018 2.635% 03/09/2021	45950VLQ7	300,000.00	AAA	Aaa	3/9/2018	3/16/2018	299,775.00	2.66	483.08	299,926.92	306,282.00
INTL BANK OF RECONSTRUCTION AND DEV NOTE DTD 07/25/2018 2.750% 07/23/2021	459058GH0	335,000.00	AAA	Aaa	7/18/2018	7/25/2018	334,216.10	2.83	1,740.14	334,648.70	344,764.25
Security Type Sub-Total		635,000.00					633,991.10	2.75	2,223.22	634,575.62	651,046.25
Municipal Bond / Note											

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Municipal Bond / Note											
CA ST TXBL GO BONDS DTD 04/25/2018 2.800% 04/01/2021	13063DGA0	425,000.00	AA-	Aa2	4/18/2018	4/25/2018	425,017.00	2.80	5,950.00	425,004.30	430,822.50
Security Type Sub-Total		425,000.00					425,017.00	2.80	5,950.00	425,004.30	430,822.50
Federal Agency Collateralized Mortgage Obligation											
FHLMC SERIES K718 A1 DTD 05/01/2015 2.375% 09/01/2021	3137BHXX0	145,235.16	AA+	Aaa	7/2/2018	7/6/2018	143,487.79	2.80	287.44	144,383.17	145,670.50
FHMS K019 A2 DTD 08/01/2012 2.272% 03/25/2022	3137ASNJ9	247,265.19	AA+	Aaa	3/8/2019	3/13/2019	244,000.52	3.03	468.16	244,921.64	250,212.41
FNA 2013-M1 A2 DTD 01/01/2013 2.365% 08/25/2022	3136ABPW7	131,624.67	AA+	Aaa	9/10/2019	9/13/2019	132,637.57	1.76	259.37	132,432.87	134,450.07
FHLMC MULTIFAMILY STRUCTURED P DTD 12/01/2012 2.307% 08/25/2022	3137AWQH1	125,000.00	AA+	Aaa	9/4/2019	9/9/2019	126,845.70	1.25	240.31	126,490.22	127,461.93
FANNIEMAE-ACES DTD 02/01/2013 2.509% 11/25/2022	3136ACGJ4	157,552.76	AA+	Aaa	6/24/2019	6/27/2019	159,497.56	1.70	329.35	159,062.46	161,949.57
FHLMC MULTIFAMILY STRUCTURED P DTD 05/01/2013 2.510% 11/25/2022	3137B1BS0	240,000.00	AA+	Aaa	8/12/2019	8/15/2019	244,425.00	1.32	502.00	243,585.52	246,415.59
FNA 2013-M7 A2 DTD 05/01/2013 2.280% 12/25/2022	3136AEGQ4	74,244.38	AA+	Aaa	9/4/2019	9/9/2019	75,217.05	1.42	141.06	75,046.48	76,033.59
FHLMC MULTIFAMILY STRUCTURED P DTD 11/01/2013 2.669% 02/25/2023	3137B5JL8	105,297.45	AA+	Aaa	6/13/2018	6/18/2018	104,758.63	2.81	234.20	104,884.72	106,915.39
FHMS KP05 A DTD 12/01/2018 3.203% 07/01/2023	3137FKK39	69,287.00	AA+	Aaa	12/7/2018	12/17/2018	69,286.80	3.11	184.94	69,286.79	71,497.26
FHMS KJ27 A1 DTD 11/01/2019 2.092% 07/25/2024	3137FQ3V3	78,613.83	AA+	Aaa	11/20/2019	11/26/2019	78,611.94	2.03	137.05	78,611.94	80,358.46
Security Type Sub-Total		1,374,120.44					1,378,768.56	2.11	2,783.88	1,378,705.81	1,400,964.77
Federal Agency Bond / Note											

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Federal Agency Bond / Note											
FEDERAL HOME LOAN BANKS NOTES DTD 10/12/2018 3.000% 10/12/2021	3130AF5B9	100,000.00	AA+	Aaa	11/2/2018	11/6/2018	99,890.00	3.04	1,408.33	99,942.09	103,857.90
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	365,000.00	AA+	Aaa	1/9/2019	1/11/2019	364,737.20	2.65	2,129.17	364,841.84	378,925.12
FANNIE MAE NOTES DTD 01/11/2019 2.625% 01/11/2022	3135G0U92	550,000.00	AA+	Aaa	1/29/2019	1/31/2019	550,143.00	2.62	3,208.33	550,090.44	570,983.05
Security Type Sub-Total		1,015,000.00					1,014,770.20	2.67	6,745.83	1,014,874.37	1,053,766.07
Corporate Note											
MORGAN STANLEY CORPORATE NOTES DTD 06/16/2015 2.800% 06/16/2020	61761JB32	200,000.00	BBB+	A3	8/2/2017	8/3/2017	203,748.00	2.12	1,633.33	200,279.18	200,000.00
BRANCH BANKING & TRUST (CALLABLE) NOTES DTD 10/26/2017 2.150% 02/01/2021	05531FAZ6	100,000.00	A-	A3	10/23/2017	10/26/2017	99,954.00	2.17	358.33	99,987.58	99,879.00
PACCAR FINANCIAL CORP NOTES DTD 02/27/2018 2.800% 03/01/2021	69371RN93	240,000.00	A+	A1	2/22/2018	2/27/2018	239,882.40	2.82	560.00	239,963.00	241,300.32
NATIONAL RURAL UTIL COOP NOTE DTD 02/26/2018 2.900% 03/15/2021	63743HER9	165,000.00	A	A2	2/21/2018	2/26/2018	164,816.85	2.94	212.67	164,940.40	165,212.19
UNILEVER CAPITAL CORP NOTES DTD 03/22/2018 2.750% 03/22/2021	904764AZ0	150,000.00	A+	A1	3/19/2018	3/22/2018	149,233.50	2.93	103.13	149,743.56	151,843.05
UNITED PARCEL SERVICE CORPORATE BOND DTD 11/14/2017 2.050% 04/01/2021	911312BP0	225,000.00	A	A2	11/9/2017	11/14/2017	224,644.50	2.10	2,306.25	224,891.55	224,678.25
TOYOTA MOTOR CREDIT CORP NOTES DTD 04/13/2018 2.950% 04/13/2021	89236TEU5	245,000.00	AA-	A1	4/10/2018	4/13/2018	244,902.00	2.96	3,372.83	244,965.27	245,850.40
HERSHEY COMPANY CORP NOTES DTD 05/10/2018 3.100% 05/15/2021	427866BA5	160,000.00	A	A1	5/3/2018	5/10/2018	159,889.60	3.12	1,873.78	159,957.51	160,729.12

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
AMERICAN EXPRESS CO DTD 05/17/2018 3.375% 05/17/2021	025816BU2	400,000.00	BBB+	A3	5/14/2018	5/17/2018	399,932.00	3.38	5,025.00	399,973.65	404,579.20
CHARLES SCHWAB CORP NOTES DTD 05/22/2018 3.250% 05/21/2021	808513AW5	245,000.00	A	A2	5/17/2018	5/22/2018	244,992.65	3.25	2,875.35	244,997.06	245,618.38
JOHN DEERE CAPITAL CORP CORP NOTES DTD 06/07/2019 2.300% 06/07/2021	24422EUV9	125,000.00	A	A2	6/4/2019	6/7/2019	124,915.00	2.34	910.42	124,949.26	125,532.50
BOEING CO DTD 07/31/2019 2.300% 08/01/2021	097023CL7	85,000.00	BBB	Baa1	7/29/2019	7/31/2019	84,996.60	2.30	325.83	84,997.74	82,219.31
BRANCH BANKING & TRUST CORP NOTES DTD 06/05/2018 3.200% 09/03/2021	05531FBD4	95,000.00	A-	A3	5/31/2018	6/5/2018	94,886.95	3.24	236.44	94,947.64	95,560.22
BURLINGTN NORTH SANTA FE CORP NOTES DTD 08/22/2011 3.450% 09/15/2021	12189LAF8	100,000.00	A+	A3	8/9/2019	8/13/2019	102,493.00	2.22	153.33	101,749.97	101,600.50
BANK OF AMERICA CORP (CALLABLE) DTD 09/18/2017 2.328% 10/01/2021	06051GGS2	245,000.00	A-	A2	9/13/2017	9/18/2017	245,000.00	2.33	2,851.80	245,000.00	242,376.05
CITIGROUP INC CORP (CALLABLE) NOTE DTD 12/08/2016 2.900% 12/08/2021	172967LC3	250,000.00	BBB+	A3	1/15/2019	1/17/2019	245,452.50	3.57	2,275.69	247,296.89	252,167.75
NATIONAL RURAL UTIL COOP CORP NOTE DTD 02/05/2020 1.750% 01/21/2022	63743HET5	100,000.00	A	A2	1/22/2020	2/5/2020	99,912.00	1.80	272.22	99,918.82	100,226.70
CATERPILLAR FINL SERVICE CORP NOTES DTD 02/26/2019 2.950% 02/26/2022	14913Q2T5	200,000.00	A	A3	2/19/2019	2/26/2019	199,904.00	2.97	573.61	199,938.15	203,483.80
3M COMPANY BONDS DTD 02/22/2019 2.750% 03/01/2022	88579YBF7	75,000.00	A+	A1	2/12/2019	2/22/2019	74,964.75	2.77	171.88	74,977.12	76,024.95
PFIZER INC CORP BONDS DTD 03/11/2019 2.800% 03/11/2022	717081ER0	75,000.00	AA-	A1	3/4/2019	3/11/2019	74,995.50	2.80	116.67	74,997.04	76,760.10
US BANCORP (CALLABLE) NOTE DTD 03/02/2012 3.000% 03/15/2022	91159HHC7	170,000.00	A+	A1	7/24/2019	7/26/2019	173,377.90	2.22	226.67	172,497.95	173,835.03

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JOHN DEERE CAPITAL CORP DTD 03/07/2019 2.950% 04/01/2022	24422EUT4	85,000.00	A	A2	3/4/2019	3/7/2019	84,959.20	2.97	1,253.75	84,972.27	85,506.69
GOLDMAN SACHS GROUP INC (CALLABLE) NOTE DTD 01/26/2017 3.000% 04/26/2022	38141GWC4	250,000.00	BBB+	A3	6/4/2019	6/6/2019	251,302.50	2.81	3,229.17	250,747.80	250,620.00
MORGAN STANLEY CORP NOTES DTD 05/19/2017 2.750% 05/19/2022	61744YAH1	250,000.00	BBB+	A3	6/4/2019	6/6/2019	250,492.50	2.68	2,520.83	250,361.00	252,801.50
BRANCH BANKING & TRUST CORP NOTES DTD 03/18/2019 3.050% 06/20/2022	05531FBG7	50,000.00	A-	A3	3/11/2019	3/18/2019	49,998.50	3.05	427.85	49,998.98	50,354.20
AMERICAN HONDA FINANCE DTD 06/27/2019 2.200% 06/27/2022	02665WCY5	250,000.00	A	A3	6/24/2019	6/27/2019	249,770.00	2.23	1,436.11	249,826.96	245,312.50
HONEYWELL INTERNATIONAL CORPORATE NOTE DTD 08/08/2019 2.150% 08/08/2022	438516BT2	50,000.00	A	A2	7/30/2019	8/8/2019	49,949.50	2.19	158.26	49,960.13	50,425.20
BANK OF NY MELLON CORP CORP NOTES DTD 08/23/2019 1.950% 08/23/2022	06406RAK3	115,000.00	A	A1	8/20/2019	8/23/2019	114,963.20	1.96	236.71	114,970.46	115,992.80
WALT DISNEY COMPANY/THE DTD 09/06/2019 1.650% 09/01/2022	254687FJ0	65,000.00	A	A2	9/3/2019	9/6/2019	64,858.95	1.72	89.38	64,885.26	65,323.12
APPLE INC DTD 09/11/2019 1.700% 09/11/2022	037833DL1	75,000.00	AA+	Aa1	9/4/2019	9/11/2019	74,987.25	1.71	70.83	74,989.56	76,410.98
MERCK & CO INC CORP NOTES DTD 09/13/2012 2.400% 09/15/2022	589331AT4	125,000.00	AA-	A1	3/13/2019	3/15/2019	123,722.50	2.71	133.33	124,091.31	128,481.50
BANK OF NY MELLON CORP DTD 01/28/2020 1.850% 01/27/2023	06406RAM9	75,000.00	A	A1	1/21/2020	1/28/2020	74,947.50	1.87	242.81	74,950.49	75,367.73
ADOBE INC CORP NOTE DTD 02/03/2020 1.700% 02/01/2023	00724PAA7	30,000.00	A	A2	1/22/2020	2/3/2020	29,958.90	1.75	82.17	29,961.06	30,348.63
3M COMPANY DTD 08/26/2019 1.750% 02/14/2023	88579YBL4	175,000.00	A+	A1	8/19/2019	8/26/2019	174,333.25	1.86	399.83	174,444.80	173,920.08

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Corporate Note											
JPMORGAN CHASE & CO BONDS DTD 03/22/2019 3.207% 04/01/2023	46647PBB1	250,000.00	A-	A2	3/15/2019	3/22/2019	250,000.00	3.21	4,008.75	250,000.00	253,957.75
Security Type Sub-Total		5,495,000.00					5,497,137.45	2.68	40,725.01	5,495,129.42	5,524,299.50
Certificate of Deposit											
BANK OF MONTREAL CHICAGO CERT DEPOS DTD 08/03/2018 3.190% 08/03/2020	06370REU9	400,000.00	A-1	P-1	8/1/2018	8/3/2018	400,000.00	3.23	8,506.67	400,000.00	403,137.20
SWEDBANK (NEW YORK) CERT DEPOS DTD 11/17/2017 2.270% 11/16/2020	87019U6D6	390,000.00	A-1	P-1	11/16/2017	11/17/2017	390,000.00	2.30	3,319.88	390,000.00	392,672.67
MUFG BANK LTD/NY CERT DEPOS DTD 02/28/2019 2.970% 02/26/2021	55379WZT6	250,000.00	A-1	P-1	2/27/2019	2/28/2019	250,000.00	2.99	721.88	250,000.00	254,273.00
ROYAL BANK OF CANADA NY CD DTD 06/08/2018 3.240% 06/07/2021	78012UEE1	490,000.00	AA-	Aa2	6/7/2018	6/8/2018	490,000.00	3.24	5,027.40	490,000.00	501,980.99
SOCIETE GENERALE NY CERT DEPOS DTD 02/19/2020 1.800% 02/14/2022	83369XDL9	250,000.00	A	A1	2/14/2020	2/19/2020	250,000.00	1.80	525.00	250,000.00	243,030.00
CREDIT AGRICOLE CIB NY CERT DEPOS DTD 04/04/2019 2.830% 04/01/2022	22535CDV0	250,000.00	A+	Aa3	4/3/2019	4/4/2019	250,000.00	2.86	7,094.65	250,000.00	254,847.75
SKANDINAV ENSKILDA BANK LT CD DTD 09/03/2019 1.860% 08/26/2022	83050PDR7	250,000.00	A+	Aa2	8/29/2019	9/3/2019	250,000.00	1.88	452.08	250,000.00	254,062.50
NORDEA BANK ABP NEW YORK CERT DEPOS DTD 08/29/2019 1.850% 08/26/2022	65558TLL7	250,000.00	AA-	Aa3	8/27/2019	8/29/2019	250,000.00	1.87	449.65	250,000.00	254,003.25
DNB BANK ASA/NY LT CD DTD 12/04/2019 2.040% 12/02/2022	23341VZT1	250,000.00	AA-	Aa2	12/4/2019	12/6/2019	250,000.00	2.04	1,657.50	250,000.00	255,776.50
Security Type Sub-Total		2,780,000.00					2,780,000.00	2.57	27,754.71	2,780,000.00	2,813,783.86

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
JOHN DEERE ABS 2017-A A3 DTD 03/02/2017 1.780% 04/15/2020	47787XAC1	1,727.04	NR	Aaa	2/22/2017	3/2/2017	1,726.79	1.79	1.37	1,726.97	1,726.53
ALLY ABS 2017-3 A3 DTD 05/24/2017 1.740% 09/15/2021	02007EAE8	20,445.69	AAA	Aaa	5/16/2017	5/24/2017	20,443.56	1.96	15.81	20,445.05	20,420.77
JOHN DEERE ABS 2017-B A3 DTD 07/15/2017 1.820% 10/15/2021	47788BAD6	39,499.42	NR	Aaa	7/11/2017	7/18/2017	39,496.53	1.82	31.95	39,498.22	39,441.69
BMW VEHICLE LEASE TRUST DTD 03/20/2019 2.840% 11/22/2021	05586VAC6	75,000.00	AAA	Aaa	3/12/2019	3/20/2019	74,988.84	3.27	53.25	74,993.00	73,864.52
ALLY ABS 2017-4 A3 DTD 08/23/2017 1.750% 12/15/2021	02007FAC9	88,798.45	AAA	NR	8/15/2017	8/23/2017	88,797.30	1.75	69.07	88,797.99	88,502.23
GMALT 2019-1 A3 DTD 02/21/2019 2.980% 12/20/2021	36256UAD0	75,000.00	AAA	Aaa	2/13/2019	2/21/2019	74,988.23	2.99	68.29	74,992.67	76,035.11
JDOT 2018-A A3 DTD 02/28/2018 2.660% 04/15/2022	47788CAC6	55,864.09	NR	Aaa	2/21/2018	2/28/2018	55,860.07	2.66	66.04	55,861.90	55,785.80
FORDL 2019-A A3 DTD 02/25/2019 2.900% 05/15/2022	34532FAD4	100,000.00	AAA	NR	2/20/2019	2/25/2019	99,992.18	2.90	128.89	99,994.88	99,404.52
GMALT 2019-3 A3 DTD 08/14/2019 2.030% 06/20/2022	38013TAD3	75,000.00	AAA	NR	8/6/2019	8/14/2019	74,991.73	2.04	46.52	74,993.54	74,699.33
FORDO 2018-A A3 DTD 05/22/2018 3.030% 11/15/2022	34528FAD0	278,703.95	AAA	NR	5/15/2018	5/22/2018	278,658.89	3.04	375.32	278,676.97	276,474.12
VWALT 2019-A A3 DTD 10/04/2019 1.990% 11/21/2022	92867XAD8	100,000.00	AAA	NR	10/1/2019	10/4/2019	99,998.42	1.99	60.81	99,998.71	100,942.22
MBART 2018-1 A3 DTD 07/25/2018 3.030% 01/15/2023	58772RAD6	190,000.00	AAA	Aaa	7/17/2018	7/25/2018	189,992.70	3.03	255.87	189,995.42	188,270.09
HAROT 2019-1 A3 DTD 02/27/2019 2.830% 03/20/2023	43814WAC9	75,000.00	AAA	NR	2/19/2019	2/27/2019	74,997.99	2.83	76.65	74,998.54	74,039.05
GMCAR 2018-3 A3 DTD 07/18/2018 3.020% 05/16/2023	36255JAD6	150,000.00	AAA	NR	7/11/2018	7/18/2018	149,965.02	3.03	188.75	149,976.94	151,617.00
CARMAX AUTO OWNER TRUST DTD 07/25/2018 3.130% 06/15/2023	14313FAD1	90,000.00	AAA	NR	7/18/2018	7/25/2018	89,987.73	3.36	125.20	89,991.82	90,847.41

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
HAROT 2019-3 A3 DTD 08/27/2019 1.780% 08/15/2023	43815NAC8	125,000.00	AAA	Aaa	8/20/2019	8/27/2019	124,998.96	1.78	98.89	124,999.14	124,466.04
ALLYA 2019-1 A3 DTD 02/13/2019 2.910% 09/15/2023	02004WAC5	100,000.00	NR	Aaa	2/5/2019	2/13/2019	99,987.92	3.13	129.33	99,990.82	101,227.06
FORDO 2019-A A3 DTD 03/22/2019 2.780% 09/15/2023	34533FAD3	175,000.00	NR	Aaa	3/19/2019	3/22/2019	174,970.55	2.79	216.22	174,977.02	175,506.47
TAOT 2019-C A3 DTD 08/14/2019 1.910% 09/15/2023	89238UAD2	100,000.00	AAA	Aaa	8/6/2019	8/14/2019	99,999.18	1.91	84.89	99,999.31	98,893.98
NAROT 2019-A A3 DTD 02/13/2019 2.900% 10/15/2023	65479KAD2	165,000.00	NR	Aaa	2/5/2019	2/13/2019	164,975.00	2.91	212.67	164,980.90	166,463.29
COPAR 2019-1 A3 DTD 05/30/2019 2.510% 11/15/2023	14042WAC4	100,000.00	AAA	Aaa	5/21/2019	5/30/2019	99,979.74	2.52	111.56	99,983.31	99,480.21
GMCAR 2019-1 A3 DTD 01/16/2019 2.970% 11/16/2023	36256XAD4	150,000.00	AAA	Aaa	1/8/2019	1/16/2019	149,983.40	2.97	185.63	149,987.40	151,068.68
FIFTH THIRD AUTO TRUST DTD 05/08/2019 2.640% 12/15/2023	31680YAD9	50,000.00	AAA	Aaa	4/30/2019	5/8/2019	49,989.01	2.72	58.67	49,991.13	49,387.44
ALLYA 2019-2 A3 DTD 06/11/2019 2.230% 01/15/2024	02008QAC4	200,000.00	AAA	NR	6/4/2019	6/11/2019	199,983.26	2.23	198.22	199,986.17	203,045.70
TAOT 2019-D A3 DTD 11/13/2019 1.920% 01/16/2024	89233MAD5	150,000.00	AAA	Aaa	11/5/2019	11/13/2019	149,989.17	1.92	128.00	149,990.16	149,266.58
HAROT 2019-4 A3 DTD 11/26/2019 1.830% 01/18/2024	43813VAC2	125,000.00	AAA	NR	11/19/2019	11/26/2019	124,977.73	1.84	82.60	124,979.46	123,180.55
HART 2019-B A3 DTD 11/06/2019 1.940% 02/15/2024	44891JAC2	125,000.00	AAA	NR	10/29/2019	11/6/2019	124,994.24	1.94	107.78	124,994.82	123,834.94
CARMX 2019-2 A3 DTD 04/17/2019 2.680% 03/15/2024	14316LAC7	75,000.00	AAA	NR	4/9/2019	4/17/2019	74,992.34	2.90	89.33	74,993.78	75,555.56
VZOT 2019-C A1A DTD 10/08/2019 1.940% 04/22/2024	92348AAA3	125,000.00	AAA	NR	10/1/2019	10/8/2019	124,990.36	1.94	74.10	124,991.45	123,707.50
NAROT 2019-C A3 DTD 10/23/2019 1.930% 07/15/2024	65479JAD5	150,000.00	AAA	Aaa	10/16/2019	10/23/2019	149,992.08	1.94	128.67	149,992.80	149,405.72

Managed Account Detail of Securities Held

Security Type/Description Dated Date/Coupon/Maturity	CUSIP	Par	S&P Rating	Moody's Rating	Trade Date	Settle Date	Original Cost	YTM at Cost	Accrued Interest	Amortized Cost	Market Value
Asset-Backed Security											
VZOT 2020-A A1A DTD 01/29/2020 1.850% 07/20/2024	92348TAA2	65,000.00	AAA	Aaa	1/21/2020	1/29/2020	64,992.39	1.86	36.74	64,992.78	61,356.29
COMET 2019-A2 A2 DTD 09/05/2019 1.720% 08/15/2024	14041NFU0	250,000.00	AAA	NR	8/28/2019	9/5/2019	249,937.05	1.73	191.11	249,944.47	247,402.25
GMCAR 2020-1 A3 DTD 01/15/2020 1.840% 09/16/2024	36258NAC6	100,000.00	AAA	Aaa	1/8/2020	1/15/2020	99,976.45	1.85	76.67	99,977.50	96,296.90
HDMOT 2020-A A3 DTD 01/29/2020 1.870% 10/15/2024	41284UAD6	75,000.00	AAA	Aaa	1/21/2020	1/29/2020	74,983.64	2.36	62.33	74,984.12	76,741.87
DCENT 2019-A3 A DTD 10/31/2019 1.890% 10/15/2024	254683CM5	150,000.00	NR	Aaa	10/24/2019	10/31/2019	149,967.78	1.90	126.00	149,970.20	150,632.48
CARMX 2020-1 A3 DTD 01/22/2020 1.890% 12/15/2024	14315XAC2	90,000.00	AAA	NR	1/14/2020	1/22/2020	89,982.34	1.90	75.60	89,982.97	89,499.38
Security Type Sub-Total		4,060,038.64					4,059,528.57	2.41	4,038.80	4,059,632.33	4,048,489.28
Managed Account Sub Total		25,269,159.08					25,246,591.20	2.33	128,611.94	25,264,087.03	25,723,755.89
Securities Sub-Total		\$25,269,159.08					\$25,246,591.20	2.33%	\$128,611.94	\$25,264,087.03	\$25,723,755.89
Accrued Interest											\$128,611.94
Total Investments											\$25,852,367.83

Bolded items are forward settling trades.

Appendix

IMPORTANT DISCLOSURES

This material is based on information obtained from sources generally believed to be reliable and available to the public; however, PFM Asset Management LLC cannot guarantee its accuracy, completeness or suitability. This material is for general information purposes only and is not intended to provide specific advice or a specific recommendation. All statements as to what will or may happen under certain circumstances are based on assumptions, some, but not all of which, are noted in the presentation. Assumptions may or may not be proven correct as actual events occur, and results may depend on events outside of your or our control. Changes in assumptions may have a material effect on results. Past performance does not necessarily reflect and is not a guaranty of future results. The information contained in this presentation is not an offer to purchase or sell any securities.

- Market values that include accrued interest are derived from closing bid prices as of the last business day of the month as supplied by Refinitiv, Bloomberg, or Telerate. Where prices are not available from generally recognized sources, the securities are priced using a yield based matrix system to arrive at an estimated market value.
- In accordance with generally accepted accounting principles, information is presented on a trade date basis; forward settling purchases are included in the monthly balances, and forward settling sales are excluded.
- Performance is presented in accordance with the CFA Institute's Global Investment Performance Standards (GIPS). Unless otherwise noted, performance is shown gross of fees. Quarterly returns are presented on an unannualized basis. Returns for periods greater than one year are presented on an annualized basis. Past performance is not indicative of future returns.
- Bank of America/Merrill Lynch Indices provided by Bloomberg Financial Markets.
- Money market fund/cash balances are included in performance and duration computations.
- Standard & Poor's is the source of the credit ratings. Distribution of credit rating is exclusive of money market fund/LGIP holdings.
- Callable securities in the portfolio are included in the maturity distribution analysis to their stated maturity date, although, they may be called prior to maturity.
- MBS maturities are represented by expected average life.

GLOSSARY

- **ACCRUED INTEREST:** Interest that is due on a bond or other fixed income security since the last interest payment was made.
- **AGENCIES:** Federal agency securities and/or Government-sponsored enterprises.
- **AMORTIZED COST:** The original cost of the principal of the security is adjusted for the amount of the periodic reduction of any discount or premium from the purchase date until the date of the report. Discount or premium with respect to short-term securities (those with less than one year to maturity at time of issuance) is amortized on a straight line basis. Such discount or premium with respect to longer-term securities is amortized using the constant yield basis.
- **BANKERS' ACCEPTANCE:** A draft or bill of exchange accepted by a bank or trust company. The accepting institution guarantees payment of the bill as well as the insurer.
- **COMMERCIAL PAPER:** An unsecured obligation issued by a corporation or bank to finance its short-term credit needs, such as accounts receivable and inventory.
- **CONTRIBUTION TO DURATION:** Represents each sector or maturity range's relative contribution to the overall duration of the portfolio measured as a percentage weighting. Since duration is a key measure of interest rate sensitivity, the contribution to duration measures the relative amount or contribution of that sector or maturity range to the total rate sensitivity of the portfolio.
- **DURATION TO WORST:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years, computed from cash flows to the maturity date or to the put date, whichever results in the highest yield to the investor.
- **EFFECTIVE DURATION:** A measure of the sensitivity of a security's price to a change in interest rates, stated in years.
- **EFFECTIVE YIELD:** The total yield an investor receives in relation to the nominal yield or coupon of a bond. Effective yield takes into account the power of compounding on investment returns, while nominal yield does not.
- **FDIC:** Federal Deposit Insurance Corporation. A federal agency that insures bank deposits to a specified amount.
- **INTEREST RATE:** Interest per year divided by principal amount and expressed as a percentage.
- **MARKET VALUE:** The value that would be received or paid for an investment in an orderly transaction between market participants at the measurement date.
- **MATURITY:** The date upon which the principal or stated value of an investment becomes due and payable.
- **NEGOTIABLE CERTIFICATES OF DEPOSIT:** A CD with a very large denomination, usually \$1 million or more, that can be traded in secondary markets.
- **PAR VALUE:** The nominal dollar face amount of a security.

GLOSSARY

- **PASS THROUGH SECURITY:** A security representing pooled debt obligations that passes income from debtors to its shareholders. The most common type is the mortgage-backed security.
- **REPURCHASE AGREEMENTS:** A holder of securities sells these securities to an investor with an agreement to repurchase them at a fixed price on a fixed date.
- **SETTLE DATE:** The date on which the transaction is settled and monies/securities are exchanged. If the settle date of the transaction (i.e., coupon payments and maturity proceeds) occurs on a non-business day, the funds are exchanged on the next business day.
- **TRADE DATE:** The date on which the transaction occurred; however, the final consummation of the security transaction and payment has not yet taken place.
- **UNSETTLED TRADE:** A trade which has been executed; however, the final consummation of the security transaction and payment has not yet taken place.
- **U.S. TREASURY:** The department of the U.S. government that issues Treasury securities.
- **YIELD:** The rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.
- **YTM AT COST:** The yield to maturity at cost is the expected rate of return based on the original cost, the annual interest receipts, maturity value, and the time period from purchase date to maturity, stated as a percentage on an annualized basis.
- **YTM AT MARKET:** The yield to maturity at market is the rate of return based on the current market value, the annual interest receipts, maturity value, and the time period remaining until maturity, stated as a percentage on an annualized basis.

**CITY OF UKIAH
STATEMENT OF INVESTMENT POLICY
July 2018**

I. PURPOSE

The purpose of this document is to establish and organize investment policies, which will govern the investment activities of the City of Ukiah.

II. SCOPE

This investment policy covers all the City's surplus funds and investments (except retirement funds and bond proceeds) and investment activities under the direction of the City. Investment of bond proceeds will be governed by the provisions of relevant bond documents.

The investment policies of the City of Ukiah are based on state law and prudent money management practices. All funds will be invested in accordance with this Investment Policy and applicable California Government Codes, including § 53601 et seq.

III. OBJECTIVES

The primary objectives of the City, in order of priority, shall be:

- 1) **Safety:** Safety of principal is the foremost objective of the investment program. Investments of the City shall be undertaken in a manner that seeks to ensure preservation of capital in the portfolio.
- 2) **Liquidity:** The investment portfolio of the City will remain sufficiently liquid to enable the City to meet its cash flow requirements.
- 3) **Yield:** The investment strategy of the City shall be to earn a reasonable investment return, considering current market conditions, and within the parameters set forth by priorities (1) and (2) above.

An adequate percentage of the portfolio shall be maintained in liquid, short-term securities that can be converted into cash if necessary to meet forecasted disbursement requirements. The portfolio shall also be appropriately diversified to avoid unreasonable and avoidable risks regarding specific security types or individual financial institutions.

IV. POLICIES

1. **Public Funds:** It is the policy of the City of Ukiah to invest public funds in a manner which will provide the maximum safety and liquidity, while earning an investment return consistent with the objectives and parameters set forth by this policy.
2. **Prudent Investor Standard:** Ukiah operates its investments program under the

Prudent Investor Standard, which states that the governing body of the local agency or the persons authorized to make investment decisions on behalf of the local agency are trustees, and, therefore, subject to the Prudent Investor Standard. When investing, reinvesting, purchasing, acquiring, exchanging, selling, or managing public funds, a trustee shall act with care, skill, prudence, and diligence under the circumstances then prevailing, including, but not limited to, the general economic conditions and the anticipated needs of the agency, that a prudent person acting in a like capacity and familiarity with those matters would use in the conduct of funds of a like character and with like aims, to safeguard the principal and maintain the liquidity needs of the agency.

3. **Management Responsibilities:** Management responsibility for the investment program is delegated, for a one-year period, subject to annual review and delegation, to the City Treasurer. The City Treasurer may further delegate day-to-day management of the investment program to a professional external investment advisor.
4. **Internal Controls:** A system of internal controls shall be established and documented in writing by the Finance Director. The controls shall be designed to prevent losses of public funds arising from fraud, employee error, misrepresentation of third parties, unanticipated changes in financial markets, or imprudent actions by employees and officers of the City of Ukiah. Controls deemed most important include: minimization of opportunities for collusion, separation of duties, separation of transaction authority from accounting and recordkeeping, avoidance of bearer-form securities, specific limitations regarding securities losses and remedial actions, written confirmation of all transactions, minimizing the number of authorized investment officials, documentation of transactions and strategies, and proper review and approval of brokerage accounts and investment transactions.
5. **Safekeeping, Custody, and Delivery:** The City's investments shall be held in safekeeping, in the name of the City of Ukiah, by a third party custodian bank. Investment transactions shall be executed and settled using the "delivery vs. payment" method.
6. **Reporting:** The Finance Director shall review and have available monthly reports in the Finance Department, and available for public review, which shall include type of investment, issuer, purchase and maturity dates, rating, purchase price, par, current market value as of the date of the report and the source of this valuation, and yield to maturity. These reports shall include a list of all transactions during the past month.

The Investment Advisor will also deliver periodic market updates and portfolio reviews to the Finance Director. The Finance Director will deliver investment reports to the Investment Oversight Committee and City Council.

The Oversight Committee will meet at least once annually in order to conduct a comprehensive review of the investment activities of the City so as to insure that regulations are being adhered to and that strategies are being followed.

7. **Conflict of Interest:** In accordance with California Government Code sections 1090, et seq. and 87100, et seq., officers and employees of the City will refrain from any activity that could conflict with the proper execution of the investment program or which could impair their ability to make impartial investment decisions. All investment personnel shall comply with the reporting requirements of the Political Reform Act, to include the annual filing of Statements of Economic Interest.
8. **Return on Investment:** The City's investment portfolio shall be designed to attain a market-average rate of return through economic cycles. The Investment Oversight Committee will measure the portfolio against an appropriate benchmark.
9. **Annual Review of Policy:** The Investment Advisor shall review the Investment Policy annually and provide the City Manager and Finance Director with recommendations if any are needed. The Finance Director will present the Policy, and any recommended changes, to the Investment Oversight Committee and City Council. City Council will review the Policy and recommended changes at a public meeting.

V. AUTHORIZED INVESTMENTS

Generally, investments shall be made in the context of the Prudent Investor Standard. The City is further governed by applicable California Government Codes, including sections 53600 and 53601 et seq. Within the context of these regulations, the following investments are authorized, and further limited herein:

- (a) **Ukiah Bonds:** Bonds issued by the City of Ukiah, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the City or by a department, board, agency, or authority of the City.
- (b) **U.S. Treasury Obligations:** United States Treasury notes, bonds, bills, or certificates of indebtedness, or those for which the full faith and credit of the United States are pledged for payment of principal and interest.
- (c) **California State Obligations:** Registered state warrants or treasury notes or bonds of this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.
- (d) **Non-California State Obligations:** Registered treasury notes or bonds of any of the other 49 United States in addition to California, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by a state or by a department, board, agency, or authority of any of the other 49 United States in addition to California.
- (e) **Local Agency Obligations:** Bonds, notes, warrants, or other certificates of

indebtedness of any local agency within this state, including bonds payable solely out of the revenues from a revenue-producing property owned, controlled, or operated by the state or by a department, board, agency, or authority of the state.

- (f) **Federal Agency or Government Sponsored Enterprise Obligations:** Federal agency or United States government-sponsored enterprise obligations, participations, or other instruments, including those issued by or fully guaranteed as to principal and interest by Federal Agencies or United States Government Sponsored Enterprises.
- (g) **Bankers' Acceptances:** Bills of exchange or time drafts that are drawn on and accepted by a commercial bank. Purchases of bankers' acceptances may not exceed 180 days maturity or 40% of the portfolio, and no more than 5% of the portfolio may be invested in the banker's acceptance of any one commercial bank.
- (h) **Commercial Paper:** Commercial paper of "prime" quality of the highest ranking or of the highest letter and number rating as provided for by a nationally recognized statistical-rating organization. The entity that issues the commercial paper shall meet all of the following conditions in either paragraph (1) or paragraph (2):
 - (1) The entity meets the following criteria: (a) is organized and operating in the United States as a general corporation; (b) has total assets in excess of five hundred million dollars (\$500,000,000); and (c) has debt other than commercial paper, if any, that is rated in a rating category of "A" or its equivalent or higher by an NRSRO.
 - (2) The entity meets the following criteria: (a) is organized within the United States as a special purpose corporation, trust, or limited liability company; (b) has program-wide credit enhancements, including, but not limited to, over collateralization, letters of credit or surety bond; and (c) has commercial paper that is rated "A-1" or higher, or the equivalent, by an NRSRO.

Eligible commercial paper shall have a maximum maturity of 270 days. Purchases of commercial paper may not exceed 25% of the City's portfolio. The City may purchase no more than 10% of the outstanding commercial paper of any single issuer. No more than 5% of the portfolio may be invested in commercial paper of any one institution.
- (i) **Negotiable Certificates of Deposit:** Negotiable certificates of deposit or deposit notes issued by a nationally or state-chartered bank, a state or federal savings and loan association, or a federally-licensed or state-licensed branch of a foreign bank provided that the senior debt obligations of the issuing institution are rated in a rating category of "A"(long-term) or its equivalent or better or A-1 (short-term) or its equivalent or better by an NRSRO. Purchases of negotiable certificates of deposit may not exceed 30% of the portfolio, and no more than 5% of the City's portfolio may be invested in any one financial institution.
- (j) **Repurchase Agreements:** The City may invest in repurchase agreements with banks and dealers with which the City has entered into a master repurchase

agreement. The maturity of repurchase agreements shall not exceed 365 days. The market value of securities used as collateral for repurchase agreements shall be valued at 102% or greater of the funds borrowed against those securities at all times and shall be monitored daily by the investment staff. In order to conform with provisions of the Federal Bankruptcy Code, which provide for the liquidation of securities held as collateral for repurchase agreements, the only securities acceptable as collateral shall be direct obligations of the United States or any agency of the United States as described in §V of this policy.

In addition, the City may enter into repurchase agreements only with “primary dealers” as designated by the Federal Reserve Bank of New York. All securities underlying Repurchase Agreements must be delivered to the City’s custodian bank (delivery vs. payment) or be handled under a properly executed “tri-party” repurchase agreement. The market value must be recalculated each time there is a substitution of collateral. The City or its trustee shall have a perfected first security interest under the Uniform Commercial Code in all securities subject to Repurchase Agreement.

- (k) **Reverse Repurchase Agreements:** The City may invest in reverse repurchase agreements only with “primary dealers” with which the City has entered into a master repurchase agreement contract. The City may invest in reverse repurchase agreements with the following conditions:

Reverse repurchase agreements may be used only after prior approval of the City Council. The City may only use reverse repurchase agreements to (1) cover a temporary cash shortage, or (2) augment earnings. Reverse repos may not be used to leverage the portfolio. In addition:

If a reverse repurchase agreement is authorized, it may be utilized only if the security to be sold on a reverse repurchase agreement has been owned and fully paid for by the City for a minimum of 30 days prior to the sale; the total of all reverse repurchase agreements on investments owned by the City does not exceed 20% of the portfolio; and the agreement does not exceed a term of 92 days, unless the agreement includes a written codicil guaranteeing a minimum earning or spread for the entire period between the sale of the security using a reverse repurchase agreement and the final maturity date of the same security. The proceeds of the reverse repurchase agreement may not be invested in securities whose maturity exceeds the term of the reverse repurchase agreement.

- (l) **Medium-term Notes:** The City may invest in all corporate and depository institution debt securities with a maximum remaining maturity of five year or less, issued by corporations organized and operating within the United States, or by depository institutions licensed in the United States or any state and operating within the United States. Notes eligible for investment shall be rated in a rating category of “A” or its equivalent or better by an NRSRO. Purchase of corporate notes may not exceed 30% of the portfolio, and no more than 5% of the corporate notes in the portfolio may be

invested in the same corporation.

- (m) **Money Market Funds:** Shares of beneficial interest issued by diversified management companies that invest in the securities and obligations as authorized by California Government Code section 53601 subdivisions (a) to (k), inclusive, and subdivisions (m) to (q), inclusive and that are money market funds registered with the Securities and Exchange Commission under the Investment Company Act of 1940. To be eligible for investment these companies shall either: (i) attain the highest ranking or highest letter and numerical rating provided by not less than two nationally recognized statistical rating organizations, or (ii) have an investment advisor registered or exempt from registration with the Securities and Exchange Commission with not less than five years experience managing money market mutual funds with assets under management in excess of five hundred million dollars (\$500,000,000). The purchase price of shares of beneficial interest purchased shall not include any commission that these companies may charge and shall not exceed 20% of the City's portfolio.
- (n) **Local Agency Investment Fund:** The City may invest in the Local Agency Investment Fund (LAIF) established by the State Treasurer for the benefit of local agencies under §16429.1 of the Government Code. The maximum balance that can be held in the fund is the maximum amount permitted by LAIF's Local Investment Advisory Board.
- (o) **Time Deposits:** The City may invest in non-negotiable time deposits that are FDIC insured or fully collateralized in financial institutions located in California, including U.S. branches of foreign banks licensed to do business in California. To be eligible to receive local agency deposits, a financial institution must receive a minimum overall "satisfactory rating" for meeting the credit needs of California Communities in its most recent evaluation. All time deposits must be collateralized in accordance with the California Government Code § 53650, et seq. Since time deposits are not liquid, no more than 25% of the cost value of the portfolio may be invested in this category.
- (p) **Mortgage-Backed and Asset-Backed Securities:** Any mortgage pass-through security, collateralized mortgage obligation, mortgage-backed or other pay-through bond, equipment lease-backed certificate, consumer receivable pass-through certificate, or consumer receivable-backed bond ~~of a maximum of five years maturity.~~ Securities eligible for investment under this subdivision shall be ~~issued by an issuer rated in a rating category of "AA" or its equivalent or better by a nationally recognized rating service and having a rating rated~~ in a rating category of "AA" or equivalent or higher ~~by an NRSRO and have a maximum remaining maturity of five years or less for the issuer's unsecured debt, as provided by a nationally recognized rating service.~~ Purchase of securities authorized by this subdivision may not exceed 20% of the agency's surplus money that may be invested pursuant to this section.
- (q) **Local Government Investment Pools (LGIPs).** Shares of beneficial interest issued

by a joint powers authority organized pursuant to Section 6509.7 that invests in the securities and obligations authorized in California Government Code section 53601 subdivisions (a) to (q), inclusive. Each share shall represent an equal proportional interest in the underlying pool of securities owned by the joint powers authority. To be eligible under this section, the joint powers authority issuing the shares shall have retained an investment adviser that meets all of the following criteria: (1) The adviser is registered or exempt from registration with the Securities and Exchange Commission. (2) The adviser has not less than five years of experience investing in the securities and obligations authorized in subdivisions (a) to (q), inclusive. (3) The adviser has assets under management in excess of five hundred million dollars (\$500,000,000).

- (r) **Supranational Debt.** United States dollar denominated senior unsecured unsubordinated obligations issued or unconditionally guaranteed by the International Bank for Reconstruction and Development, International Finance Corporation, or Inter-American Development Bank, with a maximum remaining maturity of five years or less, and eligible for purchase and sale within the United States. Investments under this subdivision shall be rated in a rating category of "AA" or its equivalent or better by an NRSRO and shall not exceed 30% of the portfolio.

Credit criteria listed in this section refers to the credit quality of the issuing organization at the time the security is purchased. The maturity limits are applied at the time of purchase.

VI. INELIGIBLE INVESTMENTS

The City may only invest in those obligations authorized by this policy. The City shall not invest any funds in inverse floaters, range notes, or interest-only strips that are derived from a pool of mortgages, or in any security that could result in zero interest accrual if held to maturity. However, the City may hold prohibited investments until their maturity dates.

VII. PORTFOLIO LIMITS AND DIVERSIFICATION

1. **Maximum Investment Maturity:** Unless otherwise noted within this investment policy, the City may not invest in a security with a maturity that exceeds five years from the date of purchase. Investments which exceed five years in maturity require authority granted by City Council before purchase. Written authority of the City Council must be granted specifically or as part of an investment program no less than three months prior to the date of purchase.
2. **Maximum Weighted Average Maturity:** The maximum weighted average maturity of the City's investment portfolio shall not exceed 2.5 years to control overall exposure to interest rate risk.

3. **Diversification:** With the exception of obligations of the United States Government and its Agencies and authorized investment pools, no more than 10% of the portfolio may be invested in the securities of any single issuer.

Adopted on the 15th day of May, 2018 by the Ukiah City Council.

Signed:

Attest:

Jim Brown, Mayor

Kristine Lawler, City Clerk



AGENDA SUMMARY REPORT

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

DEPARTMENT: City Clerk

PREPARED BY: Kristine Lawler, City Clerk

PRESENTER:

ATTACHMENTS:

1. 2020 City Council Special Assignments

Summary: City Council members will provide reports and updates on their committee and ad hoc assignments. If necessary, the Council may consider modifications.

Background: City Council members are assigned to a number of committees and ad hoc activities. These assignments are included as Attachment #1.

Discussion: Previously, the City Council discussed having more time allocated to reporting on committee and ad hoc activities. Often, the Council Reports section of the regular agenda is rushed due to impending business (i.e., public hearings), and not enough time is afforded for reports beyond community activities.

In an effort to foster regular updates on committee and ad hoc assignments, this item is being placed on the agenda to provide the City Council members an expanded opportunity to report on assignments and modify assignments as necessary.

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

BUDGET AMENDMENT REQUIRED: No

CURRENT BUDGET AMOUNT: N/A

PROPOSED BUDGET AMOUNT: N/A

FINANCING SOURCE: N/A

PREVIOUS CONTRACT/PURCHASE ORDER NO.: N/A

COORDINATED WITH: Mayor Crane

Approved: 
Sage Sangiacomo, City Manager

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

COUNTY/REGIONAL OnGoing One + Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Disaster Council	Shall meet a minimum of twice a year at a time and place designated upon call of the chair	Place designated upon call of the chair or, if she/he is unavailable or unable to call such meeting, the first vice chair and then the City Manager or her/his designee.	Emergency Management Coordinator 300 Seminary Ave. Ukiah, CA 95482 467-5765 - Tami Bartolomei	Develop any necessary emergency and mutual aid plans, agreements, ordinances, resolutions, rules, and regulations.	Mulheren Orozco- Alternate	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
Greater Ukiah Business & Tourism Alliance	3rd Tuesday of month, 11:30 a.m.	200 S School St. Ukiah, CA 95482	200 S School St. Ukiah, CA 95482	Promotes tourism and works to strengthen and promote the historic downtown and businesses within the greater Ukiah area	Mulheren	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Mendocino Council of Governments (MCOG)	1st Monday of month, 1:30 p.m.	Board of Supervisors Chambers 501 Low Gap Road Ukiah, CA	Executive Director 367 N. State Street, Ste. 206 Ukiah, CA 95482 463-1859	Plan and allocate State funding, transportation, infrastructure and project County wide	Brown Mulheren- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
Mendocino County Inland Water and Power Commission (IWPC)	2nd Thursday of month, 6:00 p.m.	Civic Center 300 Seminary Avenue conference room 5	IWPC Staff P.O. Box 1247 Ukiah, CA 95482 391-7574 - Candace Horsley	Develops coordination for water resources and current water rights: Potter Valley project - Eel River Diversion	Orozco Brown- Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
Mendocino Solid Waste Management Authority (MSWMA)	3rd Thursday of every other month (varies), 10:00 a.m.	Willits Council Chambers	Solid Waste Director 3200 Taylor Drive Ukiah, CA 95482 468-9710	County-wide Solid Waste JPA	Brown Scalmanini- Alternate	Tim Eriksen , Public Works Director/City Engineer; 463-6280 teriksen@cityofukiah.com
Mendocino Transit Authority (MTA) Board of Directors	Last Wednesday of month, 1:30 p.m.	Alternating locations - Ukiah Conference Center or Fort Bragg, or Point Arena	Executive Director 241 Plant Road Ukiah, CA 95482 462-1422	County-wide bus transportation issues and funding	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
North Coast Opportunities (NCO)	4th Wednesday of month, 2 p.m.	Alternating locations - Ukiah and Lakeport	Ross Walker, Governing Board Chair North Coast Opportunities 413 North State Street Ukiah, CA 95482	Assist low income and disadvantaged people to become self reliant	Bartolomei (appointed 12/19/18)	Tami Bartolomei , Community Services Administrator; 467-5765 tbartolomei@cityofukiah.com
North Coast Rail Authority (NCRA)	2nd Wednesday of month, 10:30 a.m.	Various Locations - announced	419 Talmage Road, Suite M Ukiah, CA 95482 463-3280	Provides a unified and revitalized rail infrastructure meeting the freight and passenger needs of the region	Shannon Riley, Deputy City Manager	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Russian River Watershed Association (RRWA)	4th Thursday of month, 9:00 a.m. (only 5 times a year)	Windsor Town Hall	Russian River Watershed Association Attn: Daria Isupov 425 South Main St., Sebastopol, CA 95472 666-4857	Consider issues related to Russian river - plans projects and funding requests	Mulheren Brown- Alternate	Tim Eriksen, Public Works Director/City Engineer ; 463-6280 teriksen@cityofukiah.com
Ukiah Valley Basin Groundwater Sustainability Agency (GSA)	2nd Thursday of month, 1:30 p.m.	Board of Supervisors Chambers; 501 Low Gap Road Ukiah, CA	County Executive Office Nicole French 501 Low Gap Rd., Rm. 1010 Ukiah, CA 95482 463-4441	GSA serves as the Groundwater Sustainability Agency in the Ukiah Valley basin	Crane Mulheren- Alternate	Sean White , Director of Water Resources; 463-5712 swwhite@cityofukiah.com
COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Economic Development & Financing Corporation (EDFC)	2nd Thursday of month, 2:00 p.m.	Primarily 631 S. Orchard Street (location varies)	Executive Director 631 South Orchard Avenue Ukiah, CA 95482 467-5953	Multi-agency co-op for economic development and business loan program	Riley (appointed 12/19/18)	Shannon Riley , Deputy City Manager; 467-5793 sriley@cityofukiah.com
Sun House Guild ex officio	2nd Tuesday of month, 4:30 p.m.	Sun House 431 S. Main St. Ukiah, CA	431 S. Main Street Ukiah, CA 95482 467-2836	Support and expand Grace Hudson Museum	Bartolomei (appointed 12/19/18)	David Burton , Museum Director; 467-2836 dburton@cityofukiah.com

2020 CITY COUNCIL SPECIAL ASSIGNMENTS

Continued - COUNTY/REGIONAL One + Staff Alternate	MTG DATE/TIME	MEETING	LOCATION	MAILING ADDRESS/CONTACT	COMMITTEE FUNCTION	ASSIGNED TO	PRINCIPAL STAFF SUPPORT
Mendocino Youth Project JPA Board of Directors	3rd Wednesday of month, 7:45 a.m.	776 S. State Street Conference Room		Mendocino Co. Youth Project 776 S. State Street, Ste. 107 Ukiah, CA 95482 707-463-4915	Targets all youth with a focus on drug and alcohol prevention, healthy alternatives and empowering youth to make healthy choices	Noble Waidelich, Police Lieutenant	Noble Waidelich , Police Lieutenant; 463-6249; nwaidelich@cityofukiah.com
Northern California Power Agency (NCPA)	4th Thursday of month, 9:00 a.m. (see calendar from NCPA)	Roseville, CA and other locations		651 Commerce Drive Roseville, CA 95678 916-781-4202	Pool of public utilities for electric generation and dispatch	Crane Grandi - Alternate	Mel Grandi , Electric Utility Director; 463-6295 mgrandi@cityofukiah.com
LOCAL/COUNTY/REGIONAL/LIASENS 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