YOLO COUNTY BOARD OF SUPERVISORS

AGENDA & SUPPORTING MATERIALS

June 6, 2023

COUNTY BOARD OF SUPERVISORS
CHAIR, OSCAR VILLEGAS, DISTRICT 1
VICE-CHAIR, LUCAS FRERICHS, DISTRICT 2
GARY SANDY, DISTRICT 3
JIM PROVENZA, DISTRICT 4
ANGEL BARAJAS, DISTRICT 5

BOARD OF SUPERVISORS CHAMBERS
625 COURT STREET, ROOM 206
WOODLAND, CA 95695

NOTE: Effective January 10, 2023, all meetings of the Yolo County Board of Supervisors will be held in person at the Board Chambers, located at 625 Court Street, Woodland, Room 206. Please note: Zoom participation will no longer be supported. While the Board chambers are open for public attendance, you are strongly encouraged to observe the livestream of the Board meeting at www.yolocounty.org (once on this page, click Live). In addition to live in person public comment, members of the public are welcome to submit written comments by 4:00 p.m. the Monday prior to the meeting to provide Board Members and interested members of the public a reasonable opportunity to review comments in advance of the meeting. Any written comments received will be available as an attachment corresponding with the agenda item. (www.yolocounty.org) Written comments should be emailed to clerkoftheboard@yolocounty.org or send to 625 Court Street, Room 204 Woodland, CA 95695. If you are submitting written comments on a particular item on the agenda, please identify the agenda item number. All written comments are distributed to Board Members, filed in the record, and will not be read aloud. Written comments received after 4:00 p.m. on Monday will be distributed to Board members and made available to the public for review after the Clerk's office opens the following morning.

GERARDO PINEDO
COUNTY ADMINISTRATOR

PHILIP J. POGLEDICH
COUNTY COUNSEL

Please note:

- During Board meetings, Supervisors will not review e-mails or other electronic communications on agenda items.

9:00 A.M. CALL TO ORDER

Open Meeting

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Consider Approval of Agenda.

5. **Public Comment:** To be afforded a brief period of time to speak before the Board of Supervisors, please refer to further instructions at the end of the agenda on how to electronically participate and submit your public comments. Note: per the Ralph M. Brown Act, Board members may briefly respond to statements made or questions posed during the public comment period on items that are not on the agenda, but may not take action on such items. You may also share your thoughts with the Board of Supervisors by submitting a written statement via email to clerkoftheboard@yolocounty.org.

CONSENT AGENDA

Community Services

Community Development

6. Affirm existing selection process for At-Large Planning Commissioner and authorize the Board Chair and Vice-Chair to interview applicants and make a recommendation on filling an At-Large Commissioner vacancy at a future Board of Supervisors meeting. (No general fund impact) (Lindbo/Cormier)

County Service Areas

7. Approve third amendment to Agreement No. 19-253 with Luhdorff & Scalmanini Consulting Engineers, Inc. for the engineering and design of the arsenic treatment facility at Wild Wings County Service Area to extend the term for one additional year through June 30, 2024. (No general fund impact) (Lindbo/Villa)

Integrated Waste Management

8. Approve a new five-year agreement with the City of Davis for disposal of the Landfill's leachate and liquid waste. (No general fund impact) (Lindbo/Kieffer)

9. Approve agreement with Loci Controls Inc. (LoCI) for monitoring and measuring methane from the Yolo County Central Landfill gas collection system. (No general fund impact) (Lindbo/Kieffer)

Natural Resources

10. Approve and authorize the Chair to sign the Conservation Easement with the Yolo Habitat Conservancy related to the County-owned Rodgers Property along Cache Creek; and direct staff to proceed with the steps necessary to enroll the Rodgers Property into the Yolo Habitat Conservation Plan and Natural Community Conservation Plan ("Yolo HCP/NCCP") reserve system. (No general fund impact) (Lindbo/Sabatini)

11. Adopt Amended Resolution of Application Initiating Proceedings with the Yolo Local Agency Formation Commission (LAFCo) for a Change of Organization to Dissolve the Elkhorn Fire Protection District and Concurrent Annexation of Territory within the District's Boundaries into County Service Area No. 9. (No general fund impact) (Lindbo/Sabatini)

12. Approve agreement with Marvin L. Crawford Jr., in the amount of $60,300, for acquisition of a permanent drainage easement and a temporary construction easement for the Knights Landing Drainage Infrastructure Improvements Project; and authorize the Director of Public Works to sign the agreement and take the administrative actions necessary to complete acquisition of the easements. (No general fund impact) (Lindbo/Sabatini)

13. Approve third amendment to Agreement No. 21-23 with MBK Engineers to extend the contract term by three years to June 30, 2026; modify the scope of work to reallocate funding between tasks and update sub-subconsultants; and make other administrative updates project management services for the Knights Landing Flood Risk Reduction Project. (No general fund impact) (Lindbo/Sabatini)

14. Approve fourth amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with the Yolo County Flood Control and Water Conservation District, increasing total compensation from $360,000 to $860,000 to develop and implement a comprehensive flood risk reduction and flood management strategy for the western valley floor portion of Yolo County and adopt budget resolution increasing Public Works budget by $500,000. (No general fund impact) (4/5 vote required) (Lindbo/Sabatini)

Public Works

15. Accept as complete the construction work on the 2022 Pavement Preservation Project performed under Agreement 5555-2022-3011-VSS INTERNATIONAL by VSS International, Inc. (No general fund impact) (Lindbo/Christison)

General Government

Clerk of the Board

16. Approve the minutes of the May 23, 2023 Board of Supervisors meeting.

17. Ratify the following:

    A. Resolution No. 23-86 recognizing June as Lesbian, Gay, Bisexual, Transgender & Queer (LGBTQ+) Pride Month in Yolo County.

    B. Resolution No. 23-87 proclaiming June 19, 2023, as Juneteenth in Yolo County.

18. Accept resignations, consider appointments and reappointments.

19. Correspondence.

20. Conferences, meetings and events the Board of Supervisors attended.

County Administrator

21. Approve amendment to the Memorandum of Understanding with the Yolo Habitat Conservancy for the provision of administrative services. (General fund impact: estimated revenue of $235,000 in fiscal year 2023-24) (Pinedo/Tengolics)

22. Adopt resolutions designating the County Administrator or designee as the authorized agent to apply for and administer the Federal Emergency Management Performance Grant (EMPG-S and EMPG) funding and Homeland Security Grant Program (HSGP) funding as managed through the California Governor's Office of Emergency Services for federal fiscal years 2023, 2024 and 2025. (No general fund impact) (Pinedo/Weivoda)

23. Adopt resolution approving the Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan update 2023. (No general fund impact) (Pinedo/Weivoda)

24. Approve and authorize the County Administrator to sign a work authorization with Yolo County Resource Conservation District for an amount not to exceed $1,007,079 to assist with implementing county conservation projects and plans. (No general fund impact) (Pinedo/Weivoda)

25. Authorize the Yolo County Administrator to execute an agreement with the Yolo County Flood Control and Water Conservation District for water hauling for $439,500. (No general fund impact) (Pinedo/Weivoda)

Financial Services

26. Accept CalPERS Annual Valuation Reports as of June 30, 2021; receive update on the status of pension funding; and authorize the Chief Financial Officer to make an additional discretionary contribution to CalPERS in coordination with the Yolo County Superior Court. (No general fund impact) (Rinde)

27. Adopt amended Community Benefit Fund Policy. (No general fund impact) (Rinde)

28. Adopt amended Capital Asset Administration Policy to establish intangible capital asset thresholds. (No general fund impact) (Rinde)

29. Adopt amended Policy on Grant Administration. (No general fund impact) (Rinde)

General Services

30. Accept as complete the construction project at 37750 Sacramento Street, Yolo for the Yolo Branch Library, performed under Agreement PO4038-Broward Builders, Inc.; and authorize the Director of General Services to sign and record the Notice of Completion. (No general fund impact) (Pistochini)

31. Adopt resolution authorizing the County to accept state appropriation included in the 2022-23 state budget (AB 179) in the amount of $5,000,000 from the California Department of Parks and Recreation. (No general fund impact) (Pistochini/Tengolics)

32. Approve amendment to the General Services Department 2022-23 authorized equipment list to add the parks generator and parks vehicle and to reallocate the authorized amounts for the facilities items on the list. (No general fund impact) (Pistochini)

33. Approve and authorize the Director of General Services to enter into a contract with Pro-Ex Construction in the amount of $216,309 for Health and Human Services Gonzales Building Project Refresh. (No general fund impact) (Pistochini/Martinez)

Human Resources

34. Adopt Authorized Position and Salary Resolution to implement changes in the Health & Human Services Agency; and approve an accelerated merit step increase for a Senior Environmental Health Technician in the Department of Community Services and the Assistant County Librarian in the Library. (No general fund impact) (Lara)

Health & Human Services

Public Health

35. Adopt resolution authorizing the Chair to sign State Agreement No. 22-11257 with California Department of Public Health in the amount of $427,605 for the period of May 1, 2023 through May 10, 2024 for the California Nursing Home and Long-Term Care Infrastructure and Preparedness Project. (No general fund impact) (Sullivan)

Adult & Aging

36. Approve second amendment to Agreement No. 21-19 with North Valley Behavioral Health to extend the term of the agreement through June 30, 2024; add funding in the amount of $1,024,800, for 2023-24 for a new contract maximum of $3,260,800, for the period of January 26, 2021 through June 30, 2024; update option year amount; and to clarify language in the agreement, for the provision of operations and specialty mental health services at Pine Tree Gardens Board and Care facilities. (No general fund impact) (Sullivan)

37. Approve eleventh amendment to Agreement No.18-154 with CommuniCare Health Centers, Inc. to add funding in the amount of $365,000 for a new contract maximum of $5,974,893.55 for the period of July 1, 2018 through June 30, 2023 for the provision of substance use disorder services. (No general fund impact) (Sullivan)

38. Approve eighth amendment to Agreement No. 18-132 with Yolo Wayfarer Center dba Fourth and Hope to add funding in the amount of $480,886 for 2022-23 for a new contract maximum of $5,364,534.16 for the period of July 1, 2018 through June 30, 2023 for the provision of providing substance use disorder treatment and prevention services. (No general fund impact) (Sullivan)

39. Approve fourth amendment to Agreement No. 19-133 with Yolo County Housing to add funding in the amount of $45,802.90 for 2023-24, for a new contract maximum of $354,016.82, for the period of July 1, 2018 through June 30, 2025, for the provision of property and physical asset management services. (No general fund impact) (Sullivan)

40. Approve agreement with Netsmart Technologies, Inc. in the amount of $1,950,000 for the period of July 1, 2023 through June 30, 2026 for the provision of computer technical support and maintenance for Avatar Management Information System (the County's Electronic Health Record "EHR"). (No general fund impact) (Sullivan)

41. Authorize six-month extensions of the procurement for the seven Adult Drug Medi-Cal Organized Delivery System agreements for Substance Use Disorder treatment and delegate signing authority for four of the resulting renewal agreements to the Yolo County Procurement Manager, for the period for the period of July 1, 2023 through December 31, 2023. (No general fund impact) (Sullivan)

Child, Youth & Family

42. Approve sixth amendment to Agreement No. 18-256 with CommuniCare Health Centers, Inc. to extend the term of the agreement through December 31, 2023, and add funding in the amount of $100,000, for a new contract maximum of $977,440, for the period of September 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of Building and Strengthening Protective Factors services. (No general fund impact) (Sullivan)

43. Approve sixth amendment to Agreement No. PO 2312 with Bobbie Stewart Consulting to extend the term of the agreement through December 31, 2023 and add funding in the amount of $32,375, for a new contract maximum of $429,825, for the period of July 1, 2017 through December 31, 2023, and to update and clarify language in the agreement, for the provision of anger management and domestic violence counseling services. (No general fund impact) (Sullivan)

44. Approve third amendment to Agreement No. PO 2996 with Bobbie Stewart Consulting to extend the term of the agreement through December 31, 2023; add funding in the amount of $19,125, for a new contract maximum of $180,375, for the period of September 1, 2018 through December 31, 2023; and update and clarify language for the provision of building & strengthening protective factors. (No general fund impact) (Sullivan)

45. Approve third amendment to Agreement No. 19-30 with Wayfinder Family Services to extend the term of the agreement through December 31, 2023, and add funding in the amount of $45,835, for a new contract maximum of $452,945, for the period of January 1, 2019 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of building and strengthening protective factors services. (No general fund impact) (Sullivan)

46. Approve third amendment to Agreement No. 18-137 with Wayfinder Family Services to extend the term of the agreement through December 31, 2023 and add funding in the amount of $500,000 for 2023-24, for a new contract maximum of $4,667,812, for the period of July 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of supervised visitation services. (No general fund impact) (Sullivan)

47. Approve fifth amendment to Agreement No. 18-270 with Yolo County Children's Alliance to extend the term of the agreement through December 31, 2023, and add funding in the amount of $199,585, for a new contract maximum of $1,531,043, for the period of September 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of Building and Strengthening Protective Factors services. (No general fund impact) (Sullivan)

Service Centers

48. Approve fourth amendment to Lease Agreement No. 19-274 with Yolo County Housing to extend the term of the agreement through June 30, 2024; add funding in the amount of $1,315,866 for 2023-24 for a new maximum payment obligation of $2,736,356 to provide housing support to CalWORKs referred families experiencing homelessness; and to update and clarify language in the agreement. (No general fund impact) (Sullivan)

49. Approve Subsidized Employment Agreement No. SE 24-4 with Yolo Wayfarer Center in the amount of $16,500 for the period of July 1, 2023 through June 30, 2024 for the provision of training for California Work Opportunity and Responsibility to Kids (CalWORKs) clients. (No general fund impact) (Sullivan)

Law & Justice Services

Probation

50. Approve agreement with the Sacramento County Office of Education to provide re-entry services through the Yolo County Day Reporting Centers for the period of July 1, 2023 to June 30, 2026 for a total contract amount not to exceed $2,616,763.84. (No general fund impact) (Fruchtenicht/Gabor)

INTRODUCTIONS & HONORARY RESOLUTIONS

Introductions & Honorary Resolutions

51. Introductions.

52. Acknowledge Honorary Resolutions.

    A. Resolution recognizing June as Lesbian, Gay, Bisexual, Transgender & Queer (LGBTQ+) Pride Month in Yolo County. (Supervisor Villegas)

    B. Resolution proclaiming June 19, 2023, as Juneteenth in Yolo County. (Supervisor Provenza)

TIME SET AGENDA

9:00 a.m. Community Services

53. Hold a public hearing and adopt resolution approving the Engineer's Report, confirm diagram and assessment and order levy of continued Clarksburg Lighting District Assessment for 2023-2024. (No general fund impact) (Lindbo/Villa) (Est. Time: 5 min)

REGULAR AGENDA
(NOTE: Items below may be heard at any time during the meeting)

Community Services

County Service Areas

54. Receive presentation on the North Davis Meadows Water Consolidation Project; adopt resolution approving documents and actions for approval of the State Water Resources Control Board State Revolving Fund Loan program financing for the North Davis Meadows County Service Area Water System Consolidation Project financing, including authorizing the execution and delivery of an Installment Sale Agreement for up to $8,135,600; and adopt resolution updating the authorizing resolution delegating authority to the County Administrator, the Director of Community Services and other designated officers to execute the financing agreement, amendments and funding certifications for the Project. (No general fund impact) (Lindbo/Villa) (Est. Time: 5 min)

Health & Human Services

Public Health

55. Receive presentation regarding tobacco prevention policy designed to reduce exposure to secondhand smoke in multi-unit housing (MUH) complexes. (No general fund impact) (Sullivan) (Est. Time: 10 min)

REGULAR AGENDA - INFORMATIONAL ITEMS
(NOTE: Items below may be heard at any time during the meeting)

County Affiliated Agencies

Yolo Food Bank

56. Receive Food Insecurity Update from Yolo Food Bank. (No general fund impact) (Karen Baker) (Est. Time: 10 min)

Community Services

Public Works

57. Receive presentation on how the County prioritizes road projects. (No general fund impact) (Lindbo/Cay) (Est. Time: 15 min)

General Government

Board of Supervisors

58. Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

    A. Budget Ad Hoc Subcommittee update. (Supervisors Villegas and Frerichs)

    B. Committee on Capital Investments Subcommittee update. (Supervisors Frerichs and Barajas)

59. Long Range Planning Calendar - recurring opportunity for Board members to discuss and as needed, direct staff regarding future Board agenda items. (Board of Supervisors)

County Administrator

60. Action items and reports from the County Administrator. (Pinedo)

61. Receive update on American Rescue Plan Child, Youth & Families priority category and provide Board direction. (No general fund impact) (Jakowski/Lewis/Bryan) (Est. Time: 15 min)

Innovation Technology Services

62. Receive presentation on the upgrade status of the Infor System to the Software-as-a-Service ("SaaS") Infor CloudSuite Management System. (No general fund impact) (Gerney)

CLOSED SESSION

Closed Session

63. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code Section 54956.9(d)(1)
Name of case: *County of Yolo v. Kimble L. Timothy and Patricia M. Timothy, as Trustees of the Timothy Family Trust, Established July 11, 2011, et al.* (Yolo Superior Court Case No. CV2023-0193)

64. Conference with Legal Counsel - Existing Litigation
Pursuant to Government Code section 54956.9(d)(1)
Name of case: *County of Yolo v. Mohammadreza Ghaffarzadeh, et al.* (Yolo Superior Court Case No. CV2023-0194)

65. Conference with Legal Counsel -- Anticipated Litigation
Pursuant to Government Code Section 54956.9(d)(4)
Initiation of litigation: 1 case(s)

66. Public Employment, Employee Appointment or Evaluation
Pursuant to Government Code Section 54957
Position title: Chief Financial Officer

67. Public Employment, Employee Appointment or Evaluation
Pursuant to Government Code Section 54957
Position title: County Administrative Officer

68. Conference with Labor Negotiator; Gerardo Pinedo, County Administrator; Alberto Lara, Human Resources Director; Alexander Tengolics, Chief Negotiator
Pursuant to Government Code Section 54957.6
Bargaining Units: U, S, C, H, H2, X, Unrepresented

    Bargaining Units
    G General
    U Supervisors
    M Management
    A Attorneys
    A2 Supervising Attorneys
    O Correctional Officer
    S Deputy Sheriff
    P Sheriff Management
    PR Probation
    C Confidential
    H Department Heads
    H2 Assistant Department Heads
    E Elected
    X Miscellaneous

69. Public Report of action taken in Closed Session.

ADJOURNMENT

In memory of:

- Peter Schiffman (Supervisor Frerichs)

Next meetings scheduled for:

- Budget Hearing, June 13, 2023
- Board of Supervisors Meeting, June 27, 2023

I declare under penalty of perjury that the foregoing agenda was posted by 5:00 p.m. on Friday, June 2, 2023 in the following places:

- On the bulletin board at the east entrance of the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California; and
- On the bulletin board outside the Board of Supervisors Chambers, Room 206 in the Erwin W. Meier Administration Building, 625 Court Street, Woodland, California.
- On the Yolo County website: www.yolocounty.org.

By: _____
Julie Dachtler, Senior Deputy Clerk

NOTICE

If requested, this agenda can be made available in appropriate alternative formats to persons with a disability, as required by Section 202 of the Americans with Disabilities Act of 1990 and the Federal Rules and Regulations adopted in implementation thereof. Persons seeking an alternative format should contact the Clerk of the Board for further information. In addition, a person with a disability who requires a modification or accommodation, including auxiliary aids or services, in order to participate in a public meeting should contact the Clerk of the Board as soon as possible and at least 24 hours prior to the meeting. The Clerk of the Board may be reached at (530) 666-8195 or at the following address:

Clerk of the Board of Supervisors
County of Yolo
625 Court Street, Room 204
Woodland, CA 95695

Note: Board of Supervisors meetings stream live at www.yolocounty.org and also videotaped for later broadcast on local cable stations. Check your local carrier for broadcast dates and times.

NOTICE

Pursuant to Government Code section 84308, members of the Board of Supervisors are disqualified and not able to participate in any agenda item involving contracts (other than competitively bid, labor, or personal employment contracts), franchises, discretionary land use permits and other entitlements if the Board member received more than $250 in campaign contributions within the preceding 12 months (starting January 1, 2023) from the applicant or contractor, an agent of the applicant or contractor, or any financially interested participant who actively supports or opposes the County's decision on the agenda item. Members of the Board of Supervisors who have received, and applicants, contractors or their agents who have made, campaign contributions totaling more than $250 to a Board member within the preceding 12 months (starting January 1, 2023), are required to disclose that fact for the official record of the subject proceeding. Disclosures must include the amount of the campaign contribution and identify the recipient Board member(s) and may be made either in writing to the Clerk of the Board of Supervisors prior to the subject hearing or by verbal disclosure at the time of the hearing.

PUBLIC PARTICIPATION INSTRUCTIONS:

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County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 6.
Board of Supervisors **Community Development**

Meeting Date:	06/06/2023
Brief Title:	At-Large Planning Commissioner Selection Process
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Stephanie Cormier, Principal Planner, Department of Community Services, x8041
Supervisorial District Impact:	Countywide

Subject

Affirm existing selection process for At-Large Planning Commissioner and authorize the Board Chair and Vice-Chair to interview applicants and make a recommendation on filling an At-Large Commissioner vacancy at a future Board of Supervisors meeting. (No general fund impact) (Lindbo/Cormier)

Recommended Action

A. Affirm existing selection process for filling At-Large Planning Commissioner vacancies and appoint the Chair and Vice-Chair to an Ad Hoc Subcommittee to interview applicants; and

B. Make a recommendation on an appointment to fill a current vacancy at a future Board of Supervisors meeting.

Strategic Plan Goal(s)

County Mandated Service

Reason for Recommended Action/Background

The Yolo County Planning Commission consists of seven community members appointed by the Board of Supervisors. Each Supervisor appoints one Commissioner, subject to Board concurrence, and two 'At-Large' Commissioners may be nominated by any Supervisor and are appointed by majority vote. On January 29, 2019, the Board of Supervisors confirmed the selection process for appointing At-Large Planning Commissioner vacancies consistent with the approach taken in January 2017, in which the Board Chair and Vice-Chair review applications and interview selected candidates, followed by a recommendation to the full Board (Attachment A).

One of the two At-Large positions on the Commission has recently been vacated when Marcia Gibbs' term expired in January of this year and the County has taken steps to recruit and fill the vacancy by advertising for the position in February, with a deadline for receiving applications no later than February 25th. One application was received February 20th, and, in an attempt to solicit additional candidates, the application submittal date was extended to April 30th, when a second application was received April 11th. Both applications were submitted in a timely manner. Staff has been asked to return to the Board to evaluate the procedure and offer any new strategies or provide guidance on the selection process.

Although the process for selecting At-Large Planning Commissioner vacancies has varied over time, staff believe the approach most recently taken in 2019 is consistent with Planning Commission membership requirements set forth in the County Code (Section 2-2.1602), which is included for reference as Attachment B.

It has been staff's longstanding recommendation that the At-Large Planning Commissioner positions be carefully considered with respect to residency and/or business conducted within the unincorporated and rural areas of the County to ensure the unincorporated community is well represented. Additionally, the At-Large positions serve to diversify representation from various sectors of the unincorporated area, which augment the public trust and enhance the Commission's decision-making platform.

Consistent with steps taken in 2019 to fill the last At-Large vacancy, staff recommends the Board appoint the Chair and Vice-Chair to an Ad Hoc Subcommittee to review the two application submittals and conduct candidate interviews, then return to the full Board with a recommendation. The recommendation may be for appointment of a single candidate from the two application submittals or, instead, to propose further review, including interviews, of additional candidates. At the time of recommendation, any Supervisor may also nominate a new candidate for consideration, which may result in additional rounds of interviews to ensure the Board has sufficient information to make a decision.

Collaborations (including Board advisory groups and external partner agencies)
Office of the County Counsel
County Administrator

Fiscal Information

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$0
Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. BOS 2019 PC At-Large Selection
Att. B. Planning Commission

Form Review

Inbox	Reviewed By	Date
Leslie Lindbo	Leslie Lindbo	05/24/2023 04:49 PM
County Counsel	Hope Welton	05/24/2023 05:46 PM
Eric May	Eric May	05/25/2023 09:47 AM
John Rowe	John Rowe	05/25/2023 04:24 PM
Form Started By: Stephanie Cormier		Started On: 05/22/2023 03:49 PM
Final Approval Date: 05/25/2023		

ATTACHMENT A

BOARD OF SUPERVISORS
Yolo County, California

Meeting Date: March 12, 2019 To: BOS ✓

27. Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

A. Gibson House Ad Hoc. (Supervisors Sandy & Provenza)

B. Committee on Capital Investments. (Supervisors Saylor & Sandy)

C. Consider recommendation by the Board Chair and Vice Chair to appoint Marcia Gibbs as an At-Large member of the Yolo County Planning Commission for a term expiring January 31, 2023. (Supervisors Saylor & Sandy)

Received Board reports.

Motion made by Supervisor Sandy to appoint Marcia Gibbs to the Yolo County Planning Commission as an At-Large Commissioner. Before a second was made, motion made by Supervisor Provenza and seconded by Supervisor Chamberlain to appoint Nancy Lea to the Yolo County Planning Commission as an At-Large Commissioner. No vote was taken.

Substitute motion made by Supervisor Saylor and seconded by Supervisor Sandy to appoint Marcia Gibbs to the Yolo County Planning Commission as an At-Large Commissioner. Substitute motion made before a vote was taken.

Minute Order No. 19-44: Substitute motion made to bring both candidates back for discussion in open session at the next Board of Supervisors meeting. Motion failed by a 2:3 vote.

MOVED BY: Provenza / SECONDED BY: Chamberlain
AYES: Provenza, Chamberlain
NOES: Sandy, Villegas, Saylor
ABSTAIN: None
ABSENT: None

Minute Order No. 19-45: Returned to original substitute motion to appoint Marcia Gibbs to the Yolo County Planning Commission as an At-Large Commissioner for a term expiring January 31, 2023.

MOVED BY: Saylor / SECONDED BY: Sandy
AYES: Sandy, Provenza, Villegas, Saylor
NOES: Chamberlain
ABSTAIN: None
ABSENT: None

County of Yolo
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To: The Chair and Members of the Board of Supervisors

Board of Supervisors **# 27.**
Meeting Date: 03/12/2019
Brief Title: Board Reports
From: Board of Supervisors
Staff Contact: Board of Supervisors

Subject

Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

A. Gibson House Ad Hoc. (Supervisors Sandy & Provenza)

B. Committee on Capital Investments. (Supervisors Saylor & Sandy)

C. Consider recommendation by the Board Chair and Vice Chair to appoint Marcia Gibbs as an At-Large member of the Yolo County Planning Commission for a term expiring January 31, 2023. (Supervisors Saylor & Sandy)

Recommended Action

Recommended Actions A-B:
Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies.

Recommended Action C:
This action is to consider a recommendation by the Board Chair and Vice Chair to appoint Marcia Gibbs as an At-Large member of the Yolo County Planning Commission to a term expiring January 31, 2023.

One of the two at-large Planning Commission positions is vacant, beginning on February 1, 2019, due to the expiration of the term of former Planning Commissioner Jack Kasbergen. At the January 29, 2019 meeting of the Board of Supervisors, on a 5-0 vote the Board authorized the Board Chair and Vice-Chair to screen applications, interview candidates and make a recommendation to the Board of Supervisors regarding the appointment of an At-Large Planning Commissioner. This motion was adopted with the

understanding that any member of the Board may make a different nomination at the time the Board considers this recommendation. (See Attachment A.) This process was consistent with that followed by the Board of Supervisors in the most recent previous appointment of an At-Large Planning Commission appointment. (See Attachment B.)

In order to assure that a qualified pool of applicants for this appointment is considered, the application period was extended two additional weeks and additional announcements were broadcast. Four Yolo County residents have applied for this appointment. (Eileen Allen, Ashok Khera, Marcia Gibbs and Nancy Lea). The applications have been provided to all Board members as they were received and copies are attached). On March 4, 2019, Board Chair Saylor and Vice Chair Sandy along with Community Development Director Leslie Lindbo interviewed all four applicants for this appointment. Each candidate was asked the same eight questions. (See attachment C.)

Based on review of the candidate's backgrounds and their responses to the questions, the panel recommends Marcia Gibbs of Winters for appointment to the vacant At-Large Planning Commissioner position.

Attachments

Att. A. 01-29-19 Minute Order, Item 33
Att. B. 01-24-17 Minute Order, Item 19
Att. C. PC Interview Questions
Att. D. Committee Application - Marcia Gibbs
Att. E. Committee Application - Ashok Khera
Att. F. Committee Application - Nancy Lea
Att. G. Committee Application - Eileen Allen

Form Review

Form Started By: Lupita Ramirez Started On: 07/31/2018 01:10 PM
Final Approval Date: 07/31/2018

Yolo County Planning Commission Interview Questions
March 4, 2019

1. Tell us a little bit about you and why you are interested in serving on the Yolo County Planning Commission?

2. What is your sense of the role of a Planning Commissioner?

3. What do you see as the planning priorities for Yolo County?

4. What do you see as the biggest challenges facing the Planning Commission in Yolo County?

5. Describe your decision making style and values you would bring into your role as a Planning Commissioner.

6. We all wear many hats. Community member. Advocate for causes we care about. How do you think you can best balance the other hats you wear, with the role of a Planning Commissioner?

7. The Planning Commission often considers complex issues with fellow commissioners that may have a different philosophy or point of view. Please describe a time when you worked with a group of individuals to address a complex challenge?

8. The Planning Commission has decision-making authority. However, their decisions can be appealed to the Board of Supervisors. How would you handle a situation where the Board of Supervisors' decision differs from yours?

BOARD OF SUPERVISORS
Yolo County, California

Date: January 29, 2019 To: BOS ✓

33. Authorize the Board Chair and Vice Chair to screen applications, interview candidates and make a recommendation to the Board of Supervisors regarding the appointment of an at-large Planning Commissioner. (No general fund impact) (Echiburu)

Minute Order No. 19-16: Approved recommended action with the understanding that when a recommendation is brought to the Board by the Chair and Vice-Chair, any Board member can also make a nomination.

MOVED BY: Sandy / SECONDED BY: Provenza
AYES: Sandy, Provenza, Chamberlain, Villegas, Saylor.
NOES: None.
ABSTAIN: None.
ABSENT: None.

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-General Government # 33.

Board of Supervisors **Board of Supervisors**

Meeting Date: 01/29/2019

Brief Title: Selection Process For At-Large Planning Commissioner

From: Taro Echiburu, Director, Community Services

Staff Contact: Taro Echiburu, Director, Community Services, x8045

Subject

Authorize the Board Chair and Vice Chair to screen applications, interview candidates and make a recommendation to the Board of Supervisors regarding the appointment of an at-large Planning Commissioner. (No general fund impact) (Echiburu)

Recommended Action

A. Authorize the Chair and Vice-Chair to review applications and interview candidates for the at-large Planning Commissioner position; and

B. Upon completion of the application review and candidate interviews, direct the Chair and Vice-Chair to return to the full Board with all applications and a recommendation for Board action which may include additional interviews of one or more applicants before the full Board.

Strategic Plan Goal(s)

Operational Excellence
Sustainable Environment
Flourishing Agriculture

Reason for Recommended Action/Background

The purpose of this item is to confirm the Board's support for the application review and interview process initially discussed on January 15, 2019 for the at-large Planning Commission seat.

The Yolo County Planning Commission is comprised of seven members appointed by the Board of Supervisors. Each Board member appoints one Commissioner, subject to Board concurrence, from their respective district and two at-large commissioners are voted in by all Board members. One of the two at-large positions on the Planning Commission is vacant due to the expiration of the term of Jack Kasbergen. Yolo County

Code provisions relating to candidate qualifications and appointments to the Planning Commission are included as Attachment A to this Board letter (See Section 2-2.1602). The current members of the Planning Commission and other information relevant to the current composition of the Commission is provided in Attachment B.

As discussed on January 15, the Chair proposes a selection process that entails initial application review and candidate interviews by the Chair and Vice-Chair, who would then return to the Board with a recommendation. The recommendation may be for appointment of a single candidate from the applicant pool. But the recommendation could instead include, among other things, a proposal for further review (including interviews) of one or more candidates. At the time of the recommendation, all other applications will be available to the Board for review and all candidates may be discussed at the time of the Chair and Vice-Chair recommendation. The discussion could lead to the nomination of a different candidate for appointment from the applicant pool or additional steps in the appointment process, such as a second round of interviews or other steps to ensure all candidates are fully vetted and that each Board member has sufficient information to make a decision.

Collaborations (including Board advisory groups and external partner agencies)

County Counsel
County Administrator
Department of Community Services

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	
Amount budgeted for expenditure	
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. Yolo County Code-Planning Commissioners
Att. B. Planning Commission Membership Roster

Form Review

Inbox	Reviewed By	Date
Beth Gabor	Beth Gabor	01/23/2019 11:30 AM
Phil Pogledich	Phil Pogledich	01/23/2019 04:23 PM
Patrick Blacklock	Patrick Blacklock	01/23/2019 08:25 PM

Phil Pogledich	Phil Pogledich	01/24/2019 09:27 AM
Constance Robledo	Constance Robledo	01/24/2019 11:17 AM

Form Started By: Taro Echiburu Started On: 01/23/2019 09:46 AM

Final Approval Date: 01/24/2019

BOARD OF SUPERVISORS
Yolo County, California

Date: January 24, 2017

To: BOS ✓
Liaison ✓

19. Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors).

A. Homeless Ad Hoc Subcommittee update. (Supervisors Villegas & Rexroad)

B. Ag Labor Ad Hoc Subcommittee update. (Supervisors Villegas & Saylor)

C. At Large Planning Commissioner Appointment Ad Hoc Subcommittee update and consider appointment of Trini Campbell. (Supervisors Villegas & Chamberlain)

Received Board reports.

Minute Order No. 17-14: Approved appointment of Trini Campbell to the Yolo County Planning Commission as an At-large Commissioner for a term ending January 31, 2021.

MOVED BY: Provenza / SECONDED BY: Saylor
AYES: Villegas, Saylor, Provenza, Chamberlain.
NOES: None.
ABSTAIN: None.
ABSENT: Rexroad.

County of Yolo

www.yolocounty.org

To: Supervisor Duane Chamberlain, Chair
and Members of the Board of Supervisors

Board of Supervisors **# 19.**

Meeting Date: 01/24/2017

Brief Title: Board Reports

From: Board of Supervisors

Staff Contact: Board of Supervisors

Subject

Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

A. Homeless Ad Hoc Subcommittee update. (Supervisors Villegas & Rexroad)

B. Ag Labor Ad Hoc Subcommittee update. (Supervisors Villegas & Saylor)

C. At Large Planning Commissioner Appointment Ad Hoc Subcommittee update and consider appointment of Trini Campbell. (Supervisors Villegas & Chamberlain)

Recommended Action

Recommended Actions A-B:

Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

Recommended Action C:

With a vacancy in one of the two at-large Planning Commission positions beginning on February 1, 2017, the position has been publicly noticed and applications formally sought since December 4, 2016. Since that time, four have applied (Spencer Defty, Trini Campbell, Mel Smith and Erica Jones) and their applications have been provided to all Board members (copies of these

applications are publicly available upon request to the clerkoftheboard@yolocounty.org). At the January 10, 2017 Board of Supervisors meeting, the Board appointed the Chair and Vice-Chair to an Ad Hoc Subcommittee to interview each applicant and make a recommendation on an appointment during the January 24, 2017 Board meeting. Following interviews, the Ad Hoc Subcommittee's recommendation is to appoint Trini Campbell.

Attachments

No file(s) attached.

Form Review

Form Started By: Lupita Ramirez
Started On: 01/17/2017 12:57 PM
Final Approval Date: 01/17/2017

BOARD OF SUPERVISORS

Yolo County, California

Date: January 10, 2017 To: BOS ✓

23. Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

A. Budget Ad Hoc Subcommittee update. (Supervisors Provenza & Chamberlain)

B. Child Welfare Services Ad Hoc Subcommittee update. (Supervisors Rexroad & Provenza)

C. Facilities Subcommittee update. (Supervisors Saylor & Rexroad)

D. Consider a process for, and possible appointment of, an At-Large Planning Commissioner. (Board of Supervisors)

Received Budget Ad Hoc Subcommittee update, Child Welfare Services Ad Hoc Subcommittee update and Facilities Subcommittee update.

Considered a process of an At-Large Planning Commissioner by delegating the Chair and Vice-Chair to interview applicants and bring forward a recommendation for appointment at the next regularly scheduled Board meeting.

County of Yolo

www.yolocounty.org

To: Supervisor Duane Chamberlain, Chair
and Members of the Board of Supervisors

Board of Supervisors **# 23.**

Meeting Date: 01/10/2017

Brief Title: Board Reports

From: Board of Supervisors

Staff Contact: Board of Supervisors

Subject

Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

A. Budget Ad Hoc Subcommittee update. (Supervisors Provenza & Chamberlain)

B. Child Welfare Services Ad Hoc Subcommittee update. (Supervisors Rexroad & Provenza)

C. Facilities Subcommittee update. (Supervisors Saylor & Rexroad)

D. Consider a process for, and possible appointment of, an At-Large Planning Commissioner. (Board of Supervisors)

Recommended Action

Recommended Actions A-C:

Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies.

Recommended Action D:

With a vacancy in one of the two at-large Planning Commission positions beginning on February 1, 2017, the position has been publicly noticed and applications formally sought since December 4, 2016. Since that time, four have

applied (Spencer Defty, Trini Campbell, Mel Smith and Erica Jones) and their applications have been provided to all Board members (copies of these applications are publicly available upon request to the clerkoftheboard@yolocounty.org). Past practices for appointment of At-Large Planning Commissioners have varied over time. This action is to consider a process for appointing At-Large Planning Commissioners, and if so desired, to make an appointment at this time.

Attachments

No file(s) attached.

Form Review

Form Started By: Lupita Ramirez
Started On: 12/14/2016 01:30 PM
Final Approval Date: 12/14/2016

ATTACHMENT B

Article 16.

Planning Commission

Sec. 2-2.1601. Authority.

The provisions of this article have been enacted pursuant to the provisions of Chapter 3 of Title 7 of the Government Code of the State (Planning and Zoning Law). (§ 3, Ord. 122)

Sec. 2-2.1602. Membership.

The Planning Commission shall consist of seven (7) rotating County resident members appointed by the Board. Five (5) members shall be selected, one nominated by each district supervisor and thereafter appointed by majority vote of the Board of Supervisors. The remaining two (2) members shall be selected at large and may be nominated by any Board member, with appointment thereafter by majority vote. At all times during the recruiting process, all reasonable measures to recruit suitable candidates shall be used, including but not limited to those measures customarily used to seek candidates for vacant positions on other County boards, commissions, and committees.

(§ 1, Ord. 122, as amended by § 1, Ord. 430, § 1, Ord. 957, eff. September 8, 1983, § 1, Ord. 1070, eff. February 4, 1988,§ 2, Ord. 1337, eff. September 1, 2005, and § 2, Ord. 1479, eff. January 12, 2017)

Sec. 2-2.1603. Jurisdiction.

The Planning Commission shall be lawfully constituted and have jurisdiction to proceed to act as provided by law upon the appointment of the members thereof by an order of the Board duly entered in the minutes and upon each of such members taking and filing an oath of office as provided by law. (§ 2, Ord. 122)

Sec. 2-2.1604. Rules for the conduct of business.

The Planning Commission, by resolution, shall adopt such rules and regulations governing the conduct of its business as the Commission deems appropriate, which rules shall be consistent with this Code and all provisions of State laws. (§ 1, Ord. 843, eff. April 26, 1979)

Sec. 2-2.1605. Quorum: Commission action: Tie votes.

A majority of the duly appointed members of the Planning Commission shall constitute a quorum for the conduct of Commission business. Action by the Planning Commission shall be taken only on the affirmative vote of a majority of the members then present, excluding those who abstain due to a conflict of interest, but including those who abstain for any other reason.

In the event there is a tie vote on any motion pending before the Planning Commission or Board of Zoning Appeals, the chairman shall call for any further motions of any member on the subject. In the event no further motions are made, or that such further motions also result in a tie vote, the chairman shall call for a motion to declare the Commission or Board deadlocked. If the declaration of a deadlock is passed by a majority of a quorum, or if the vote on the motion of a deadlock is also a tie vote, the chairman shall declare a deadlock.

The declaration of deadlock shall be considered a denial of the matter and shall be appealable to the Board of Supervisors to the same extent and in the same manner as if the Commission or Board had denied the request. The Clerk of the Board of Supervisors is hereby authorized and instructed to waive the applicable filing fee for any appeal resulting from a declaration of a deadlock. (§ 2, Ord. 843, eff. April 26, 1979, as amended by § 7, Ord. 1178, eff. April 27, 1995)

Sec. 2-2.1606. Board of Permit Appeals.

The Planning Commission hereby is designated as the Yolo County Board of Permit Appeals pursuant to Section 65903 of the Government Code of the State for the purpose of hearing and determining appeals from the decisions of the Zoning Administrator or for reviewing such decisions on its motion or the motion of the Zoning Administrator pursuant to Section 8-2.225 of Article 2 of Chapter 2 of Title 8 of this Code.

The procedure for such appeals shall be as set forth in Section8-2.225 of Article 2 ofChapter 2 of Title 8 of this Code relating to appeals to the Planning Commission.

The Planning Commission, sitting as the Board of Permit Appeals, may reverse or affirm, wholly or partly, or may modify any order, requirement, decision, or determination upon which the appeal was taken and may make such order, requirement, decision, or determination as should be made.

The action of the Planning Commission, sitting as a Board of Permit Appeals, shall be appealable to the Board of Supervisors as provided in Section 8-2.225 of Article 2 ofChapter 2 of Title 8 of this Code.

The action of the Board of Permit Appeals to approve or disapprove any project which has been appealed to it shall constitute approval or disapproval by the County pursuant to Section 65950 of the Government Code of the State. If the action of the Board of Permit Appeals is appealed to the Board of Supervisors, such appeal shall stay the effective date of the County's approval and shall toll the time limits set forth in said section. (§ 2, Ord. 888, eff. September 11, 1980)

Sec. 2-2.1607. Community Redevelopment Law.

(a) *Jurisdiction.* The Planning Commission hereby is authorized to perform all functions delegated to a planning commission by the California Community Redevelopment Law (Part 1 of Division 24 of the Health and Safety Code of the State, commencing with Section 33000).

(b) *Appealability of actions: Standing.* Any decision of the Planning Commission pursuant to this section may be appealed to the Board by filing an appeal with the Clerk of the Board within fifteen (15) days following the Planning Commission's action. The Board shall sustain, modify, reject, or overrule the Planning Commission's decision and may either declare its decision to be final or, in its discretion, remand the matter to the Planning Commission.

Any aggrieved person shall have standing to file such appeal, including the executive director of any redevelopment agency affected by the decision.

There shall be no filing fee for any such appeal. (§ 1, Ord. 1019, eff. September 26, 1985)

Sec. 2-2.1608. Historic Preservation Commission.

The Planning Commission hereby is designated as the Historic Preservation Commission. The main duties and responsibilities of the Historic Preservation Commission shall be as follows:

(a) To establish various criteria, guidelines and Standards to carry out the intent of the Historic Preservation ordinance codified in Chapter 11 of Title 8 of the Yolo County Code;

(b) To maintain a comprehensive inventory of historic landmarks and historic districts within the County; publicize and update it periodically;

(c) With the help and cooperation of the Historical Advisory Committee, to recommend to the Board of Supervisors the designation of historic landmarks and historic districts;

(d) To participate in administering regulations pertaining to historic landmarks and historic districts.

The secretary of the Commission shall keep minutes of all meetings of the Commission and shall file a copy of the minutes with the Clerk of the Board of Supervisors. Meetings of the Commission shall be held, and notice given in conformance with California Government Code Sections 54951.1 - 54961 (The Ralph M. Brown Act). (§ 1, Ord. 1080, eff. August 18, 1988)

Sec. 2-2.1609. Business License Appeals Board.

The Planning Commission hereby is designated as the Business License Appeals Board pursuant to Section 12-1.203 of the County Code for the purpose of hearing and determining appeals from the decisions of the Business Licensing Officer. The procedures for such appeals shall be as set forth in Article 5 of Title 12 of the Yolo County Code.

The Planning Commission, sitting as the Business License Appeals Board, may reverse or affirm, wholly or partly, or may modify any order, requirement, decision, or determination upon which the appeal was taken.

The action of the Planning Commission, sitting as the Business License Appeals Board, shall be appealable to the Board of Supervisors as provided in Section 8-2.225 of Article 2 of Chapter 2 of Title 8 of this Code.

The action of the Business License Appeals Board to approve or disapprove any project which has been appealed to it shall constitute approval or disapproval by the County. If the action of the Business License Appeals Board is appealed to the Board of Supervisors, such appeal shall stay the effective date of the County's approval or disapproval. (§ 3, Ord. 1275, eff. December 6, 2001)

Sec. 2-2.1610 Board of Building Appeals.

The Planning Commission hereby is designated as the Board of Building Appeals pursuant to Section 7-1.04 of the County Code for the purpose of hearing and determining appeals from the decisions of the Chief Building Official; and pursuant to Section 7-1.11 of the County Code for the purpose of hearing and determining appeals from the decisions made by the Chief Building Official in his/her capacity as the Fire Chief. The Board of Building Appeals shall serve as the Housing Appeals Board described in Section 108.8 of the California Building Code (2007 edition). Such appeals shall be filed within fifteen (15) days of the decision appealed from and shall otherwise be governed by the procedures set forth in Article 2 of Title 8 of the Yolo County Code. The Planning Commission, sitting as the Board of Building Appeals, may reverse or affirm, wholly or partly, or may modify any order, requirement, decision, or determination upon which the appeal was taken. The action of the Planning Commission, sitting as the Board of Building Appeals, shall be appealable to the Board of Supervisors as provided in Section 8-2.225 of Article 2 of Chapter 2 of Title 8 of this Code. The action of the Board of Building Appeals to approve or disapprove any project which has been appealed to it shall constitute approval or disapproval by the County. If the action of the Board of Building Appeals is appealed to the Board of Supervisors, such appeal shall stay the effective date of the County's approval or disapproval. (§ 2, Ord. 1420, eff. May 10, 2012)

Planning Commission

Purpose: This commission helps develop and maintain a county general plan; to prepare specific plans based on the general plan and drafts of such regulations, programs and legislation as may be required for the systematic execution of the general plan and to recommend such plans and measures to the board of Supervisors for adoption; to hold a public hearing on any proposed zoning ordinance or amendment to a zoning ordinance and, after the hearing, to render a decision in the form of a written recommendation to the Board of Supervisors; to ear and decide applications for conditional uses or criteria for determining such matters, and applications for variances from the terms of the zoning ordinance; to periodically review the capitol improvement program of the county; and to perform such other functions as the Board of Supervisors may provide.

Authority: County Code: 2-2.1601 based on CA Gov. Code section 65100; Local Authority – Ordinance No. 122 (5/20/30); amended by Ordinance Nos. 430, 957, 1070, 1073, 1337 and 1479 (12/13/16).

Related County Department: Department of Community Services

Staff Liaison:	Telephone:	Email:
Leslie Lindbo	530-666-8581	Leslie.lindbo@yolocounty.org

Makeup of membership:

- 7 rotating members appointed by the Board of Supervisors.
- Five members: nominated by each district supervisor
- Two at-large members: may be nominated by any Board member, with appointment thereafter by majority vote.

Membership terms: 4 years

Frequency and time of meetings: 2nd Thursday of each month at 8:30 am in the Board of Supervisors' chambers, Woodland

Current Committee membership and terms:

Member	District	Date Appointed	Expiration of Term
Troy Bird	1	1/12/2021	1/31/2024
Elisabeth Dubin	2	1/10/2023	1/31/2027
Brian Sala	3	2/7/2023	1/31/2027
Patrick Reynolds	4	12/15/2020	1/31/2025
Amon Muller	5	1/28/2020	1/31/2024
Trini Campbell Cline	At-Large (Board Appt'd)	1/12/2021	1/31/2025
VACANT	At-Large (Board Appt'd)		1/31/2027

How to apply to be a member of this committee:

Individuals interested in serving on this advisory body may submit an application to the Yolo County Board of Supervisors' Office, 625 Court Street, Room 204, Woodland, CA 95695 or by completing an application on our website at www.yolocounty.org > Government> Advisory Bodies. For more information please call the Clerk of the Board at (530) 666-8195.

Last updated: 3/7/23

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 7.
Board of Supervisors **County Service Areas**

Meeting Date:	06/06/2023
Brief Title:	LSCE Arsenic Contract Amendment
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Kimberly Villa, Community Services Analyst, Department of Community Services, x8431
Supervisorial District Impact:	District 3

Subject
Approve third amendment to Agreement No. 19-253 with Luhdorff & Scalmanini Consulting Engineers, Inc. for the engineering and design of the arsenic treatment facility at Wild Wings County Service Area to extend the term for one additional year through June 30, 2024. (No general fund impact) (Lindbo/Villa)

Recommended Action
Approve third amendment to Agreement No. 19-253 with Luhdorff & Scalmanini Consulting Engineers, Inc. for the engineering and design of the arsenic treatment facility at Wild Wings County Service Area to extend the term for one additional year through June 30, 2024.

Strategic Plan Goal(s)
Safe Communities

Reason for Recommended Action/Background
The Canvasback well in the Wild Wings County Service Area (CSA) is currently on "Emergency Standby" status due to exceeding the State arsenic standards. In October 2019, the CSA issued a request for proposals (RFP) for an arsenic treatment project to reduce arsenic levels in both Wild Wings wells (Canvasback and Pintail wells). On December 17, 2019, the County entered into an agreement with Luhdorff & Scalmanini, Consulting Engineers (LSCE) to oversee the arsenic treatment system project for the Wild Wings CSA wells (Attachment A). This project was anticipated to be completed in December 2021. LSCE completed analysis on water demands and conceptual treatment options. An amendment was entered to conduct pilot testing of the conceptual treatment options for additional information on the options available. In June 2021, the Canvasback well had to be taken completely offline due to diminished water levels. The project was put on hold as a result of the diminished water levels. In May 2022, the Board of Supervisors approved an amendment to extend the term of the LSCE agreement an additional year through June 30, 2023. Since this last extension, the plans and specification of construction have been drafted, and staff plans to take the design out to bid in 2023. Additional engineering is required to ensure the construction bidder builds the arsenic facility according to plan.

The current contract term is set to expire on June 30, 2023. The proposed third amendment to Agreement No. 19-253 (Attachment B) will extend the term of the Agreement with LSCE for one additional year, through June 30, 2024 to allow sufficient time to oversee project construction.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel, Wild Wings County Service Area Advisory Committee

Competitive Bid Process/Vendor Performance
A competitive bid process was completed in 2019. Luhdorff & Scalmanini, Consulting Engineers was the selected bidder.

Vendor Performance

The Department confirms Luhdorff & Scalmanini has performed satisfactorily on the current agreement.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
General Fund	$0

Further explanation as needed

This Amendment extends the term of the Agreement

Attachments

Att. A. Original Agreement
Att. B. Amendment

Form Review

Inbox	Reviewed By	Date
Leslie Lindbo	Leslie Lindbo	05/15/2023 04:27 PM
Financial Services	KauXue Thao	05/16/2023 08:09 AM
County Counsel	Hope Welton	05/16/2023 09:36 AM
Kimberly Hood	Kimberly Hood	05/16/2023 03:08 PM
John Rowe	John Rowe	05/16/2023 03:18 PM
Form Started By: Kimberly Villa		Started On: 05/10/2023 11:48 AM
Final Approval Date: 05/16/2023		

BOARD OF SUPERVISORS
Yolo County, California

To: CAO ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 19-162, Item No. 15, of the Board of Supervisors' meeting of December 17, 2019.

MOTION: Sandy. SECOND: Provenza. AYES: Sandy, Provenza, Chamberlain, Villegas, Saylor.

15. Approve contract with Luhdorff & Scalmanini, Consulting Engineers in the amount of $304,385 to oversee the completion of the arsenic treatment system project for the Wild Wings County Service Area. (No general fund impact) (Nunes/Block)

Approved **Agreement No. 19-253** on Consent.

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government # 15.

Board of Supervisors **County Administrator**

Meeting Date: 12/17/2019

Brief Title: Wild Wings CSA Arsenic Treatment Project Contract

From: Mindi Nunes, Assistant County Administrator

Staff Contact: David Block, Planner, County Administrator's Office, x6610

Subject

Approve contract with Luhdorff & Scalmanini, Consulting Engineers in the amount of $304,385 to oversee the completion of the arsenic treatment system project for the Wild Wings County Service Area. (No general fund impact) (Nunes/Block)

Recommended Action

Approve contract with Luhdorff & Scalmanini, Consulting Engineers in the amount of $304,385 to oversee the completion of the arsenic treatment system project for the Wild Wings County Service Area.

Strategic Plan Goal(s)

Thriving Residents
Safe Communities

Reason for Recommended Action/Background

In 2008, the State's arsenic maximum contaminant level (MCL) decreased from 50 micrograms/liter to 10 micrograms/liter for drinking water. Since then one of the two community drinking water wells at the Wild Wings County Service Area (CSA), the Canvas Back Well, has been on "Emergency Standby" status due to exceeding the new State arsenic MCL standard. This status eliminates the use of the Canvas Back Well for drinking water purposes in the Wild Wings CSA. The CSA is seeking an arsenic treatment project to reduce arsenic levels in both Wild Wings water wells to 50 percent of the maximum contaminant level, in order to meet state arsenic requirements, provide for a 5% buffer in meeting the State requirement and return the Canvas Back well back to active status.

Luhdorff & Scalmanini, Consulting Engineers was awarded the contract to oversee the completion of the project, which is expected to take 22 months and have an anticipated completion date of October 2021, assuming the project kicks off in January of 2020. The

total budgeted amount in the contract is $304,385. It is anticipated that the Wild Wings CSA will be able to fund this cost, as well as all additional costs associated with the project, and that no outside funding assistance will be needed. However, additional funding options, including Proposition 68 funding and state loans, are still being explored.

Collaborations (including Board advisory groups and external partner agencies)

Wild Wings County Service Area Advisory Committee

Competitive Bid Process

Request for Qualifications (RFQ) Service Requested: Engineer to Design Arsenic Treatment System for the Wild Wings County Service Area

Evaluation Criteria Included in RFQ

- General Information (5 points)
- Relevant Firm Experience (15 points)
- Team Experience and Qualifications (15 points)
- Project Understanding and Approach (15 points)
- Approach to Project Management (10 points)
- Other Factors (10 points)

Max Points: 70

Bids Received (based on qualifications)

Bidder	Points
Luhdorff & Scalmanini, Consulting Engineers	96
Coleman Engineering	87.5

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$304,385
Amount budgeted for expenditure	$304,385
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
General Fund	$0
CSA Budget	$304,385

Attachments

Att. A. Agreement
Att. B Presentation

Form Review

Inbox	Reviewed By	Date
Elisa Sabatini	Elisa Sabatini	11/25/2019 09:36 PM
Elisa Sabatini	Elisa Sabatini	11/27/2019 03:02 PM
Mindi Nunes	Mindi Nunes	12/04/2019 09:57 AM
Patrick Blacklock	Mindi Nunes	12/04/2019 10:40 AM
Financial Services	Mubeen Qader	12/04/2019 11:20 AM
County Counsel	Hope Welton	12/04/2019 11:25 AM
Elisa Sabatini	Elisa Sabatini	12/09/2019 09:12 AM
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FILED

DEC 24 2019

BY Julie Dachs
DEPUTY CLERK OF THE BOARD

AGREEMENT NO. 19-253
(Agreement for Arsenic Treatment Design at Wild Wings County Service Area)

THIS AGREEMENT ("Agreement") is made and entered into this 17th day of December, 2019, by and between the **County of Yolo**, a political subdivision of the State of California ("County") and **Luhdorff & Scalmanini Consulting Engineers, Inc.**, a California corporation ("Consultant").

WITNESSETH

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as architectural and engineering; and)

WHEREAS, the County desires to obtain architectural and engineering services; and

WHEREAS, the County circulated and distributed a Request for Qualifications ("RFQu"), an excerpt of which is attached as Exhibit A; and

WHEREAS, the Consultant submitted a statement of qualifications, an excerpt of which is attached as Exhibit B; and

WHEREAS, Consultant has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Values of Yolo County; and

WHEREAS, Consultant represents and warrants that neither Consultant, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Consultant further represents and warrants that no conditions or events now exist which give rise to Consultant or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Consultant understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Consultant agree as follows:

I. BASIC SERVICES

A. Consultant shall furnish and perform the following services in accordance with Exhibits A-B, and in a manner satisfactory to the County Administrative Officer or his/her written designee ("Administrator"): Comprehensive preliminary engineering through final design and permitting, bidding, construction, and commissioning. These services include the following tasks and subtasks:

Consultant's Scope of Work includes all project elements to assist the County with the design and construction of an arsenic treatment system for the Wild Wings CSA Public Water System. The work plan is detailed below and includes all tasks from data analysis and treatment system selection through installation, startup, and commissioning.

The tasks are arranged in two phases, Phase 1 and Phase 2, and generally in the order they will be completed. Phase 1 is completion of the preliminary engineering analysis through the final design, permitting and environmental compliance with CEQA. Phase 2 is the completion of bidding, construction, commissioning, training and final permitting. After the completion of Phase 1, the County will have the information required to either directly fund the project or seek outside funding sources (e.g. loan or grant applications).

Consultant shall provide project management throughout the entirety of project and work with the County staff, the Wild Wings CSA representatives, the water system operators (SUSP), regulatory agencies, contractors and vendors to complete the scope of work described herein, with the objective of commissioning a fully functioning and permitted arsenic treatment system for use.

Consultant shall provide subconsultants for electrical design, structural design, and environmental review to complete the project. Consultant shall provide oversight of all subcontractors to ensure that the work is carried out per industry standards, Consultant's specifications, and County requirements.
The Consultant-designated Project Manager will be the primary point of contact throughout the project. The Project Manager shall provide the County with regular updates via phone, email, and at regularly scheduled meetings regarding project progress, findings, recommendations, schedule, and budget.

Consultant's Scope of Work shall be completed in the following tasks:

<u>Phase 1: Preliminary Engineering through Final Design</u>

Task 1: Production & Demand Analysis

Consultant's work shall begin with an analysis of the available production and demand data for the Wild Wings CSA. Consultant understands that there is a gap in production data from 2011 through early 2018, so the first task is to obtain the available data from the County and system operators (presumably production data

from before 2011 and since 2018) and demand data from the County's meter records. Consultant shall review all available data, including records from DDW, and water system records or SCADA, to determine if there is enough information to properly size the arsenic treatment system. If it is determined that more information is necessary, Consultant shall review other similar water systems in the area (Woodland, Esparto, Davis, etc.) to define maximum or minimum demand factors. A memo will be prepared to qualify the information and define the water demand factors pertaining to this system that will be used for treatment system sizing in later tasks, which are the Maximum Day Demand (MDD) and the Peak Hour Demand (PHD).

Deliverables for Task 1:

- Memo #1 discussing production data and demand analysis defininig MDD and PHD.

Meetings for Task 1:

- Meeting #1: Kickoff with County, Wild Wings CSA and Operators to review objectives and data.
- Coordination meetings with the County and Operators, as needed, to obtain and discuss data.
- Meeting #2: Memo review meeting to discuss findings and next steps.

Task 2: Conceptual Treatment & Operational Strategies Design

Under Task 2, Consultant shall develop conceptual arsenic treatment and operational strategies from the water quality data, pump station schematics, well construction information, water supply requirements and water system information. The demand information in Task 1 will form a basis for the required water supply of the system and level of treatment to meet the water system demands from both wells. Design considerations will also include County and Operator preferences, existing water quality, cost, site layout, waste handling, chemical feed, pilot testing, operations and maintenance, and any other factors deemed necessary for the comparison of the different treatment options. Consultant shall present the conceptual treatment and operational strategies in a memo which discusses the considerations associated with each treatment type and provides a comparison of the treatment options.

Deliverables for Task 2:

- Memo #2 discussing the Conceptual Treatment & Operational Strategies Design, with comparison of the alternatives in terms of life cycle cost and operational complexity and supporting figures for each alternative.

Meetings for Task 2:

- Coordination meetings with the County and Operators, as needed, to obtain and discuss data.
- Meeting #3: Memo review meeting to discuss findings and next steps.

Task 3: RFP for Vendor Treatment Systems

- To carry through the conceptual alternatives developed in Task 2, Consultant shall seek information from treatment system vendors to provide more detailed descriptions and costs of the individual treatment options and pre- or post-treatment requirements for each technology. Under Task 3, Consultant shall develop a Request for Proposals (RFP) to solicit proposals from treatment vendors that will enable a side-by-side comparison of the treatment system options (an outline of the RFP is at the end of this section).
- Vendors will be invited to present proposals for adsorptive media or coagulation/filtration, whichever they feel is the best option given existing information. The RFP will require a cost estimate for the proposed treatment system and details of the system specifications, including but not limited to: system size and system components, operation description, pretreatment and chemical requirements, operation and maintenance cycles, replacement media cycles, solids generation, backwash/regeneration requirements, control requirements, and arsenic removal efficiency. The vendors will be required to indicate whether pilot testing is required to guarantee performance of the proposed treatment system and to provide a cost of pilot testing. Performance guarantees will be provided for each system in terms of arsenic reduction and anticipated media life expectancy.
- The RFP will include a basis of design with a description of the Wild Wings facilities as they exist now, including water quality data for both the Canvas Back and Pintail wells, anticipated operating cycles, and design parameters for treatment systems. Conceptual treatment strategies from Task 2 will be presented to the vendors.
- The RFP will be sent to selected vendors known to Consultant from prior projects and review of literature. Consultant shall hold discussions with vendors and provide written addendums during the proposal period. The proposal period is assumed to be 3 weeks from issuance of RFP to receipt of proposals.
- Consultant shall review vendor proposals and evaluate cost, track record of arsenic treatment, and adherence to the requirements of the RFP. Consultant shall prepare a memo for the County that recommends selection of a vendor or multiple vendors for pilot testing different treatment systems. A meeting will be held to discuss the proposals following Consultant's memo. The objective at the end of this meeting is to select a vendor to proceed with through the completion of design, either with or without pilot testing of their system, or to select a group of vendors to conduct pilot testing. It is important to note that DDW will require pilot testing if the Wild Wings CSA is to pursue funding from the State Revolving Funds (SRF).

Deliverables for Task 3:

- Vendor RFP Document
- Memo #3 reviewing vendor proposals with recommendations

Meetings for Task 3:

- Coordination meetings with the County and Operators, as needed, to obtain and discuss data.
- Meeting #3: Memo review meeting to discuss findings and next steps.

Conceptual Outline for Vendor RFP Document (Task 3)

1. Project Information
    a. Wild Wings water system information
    b. Canvas Back and Pintail well construction
    c. Pump station schematics
    d. Water quality information
    e. Pilot test parameters
    f. Pilot test report requirements
        - Optimization strategies
            - Coagulation/filtration
                - Chemical feed volumes, automation
                - Solids volume and anticipated annual waste volume
                - Backwash frequency, volume, fate
            - Adsorption
                - pH adjustment
                - Regeneration volume, frequency
                - Eluent volumes, fate
        - Treatment levels
        - Startup/mothball costs and protocols
        - Chemical storage considerations

2. Vendor proposal requirements
    a. Qualifications of vendor, years in operation
    b. Current examples of arsenic treatment in operation for drinking water
    c. Cost quote for pilot test
    d. Cost estimate for installed system
    e. Pilot test equipment
        - Description
        - Connection and waste disposal requirements
        - Test duration minimum and expected
    f. Installed system
        - Installation requirements
            - Connections, pipes, valves, pumps, tanks, enclosures, etc.
        - Power demands
        - Specifications
            - Sizes of treatment systems and associated equipment
            - Access requirements for operations, maintenance, and materials handling
        - Operations manuals

Task 4: Pilot Testing of Selected Vendor Systems (if required)

Under Task 4, Consultant shall assist with pilot testing of the selected system(s) as

determined in Task 3. Consultant shall manage the installation, connection, and pilot testing under Task 4. This will include any permitting, pipe and pump modifications, or discharge handling. Consultant shall coordinate pilot testing with vendors, SUSP, and the County for connection of the vendor systems to both wells. Consultant shall collect water samples for lab analysis, quality assurance, and verification of system performance. Each vendor will bring their own pilot testing trailer and connect the trailer to the system. Consultant assumes there will be one week of pilot testing by all vendors simultaneously, and that the trailers will be manned by the vendors during operation.

Consultant shall visit the field daily to assess operations and QA/QC of the pilot testing. Independent water quality testing is assumed to be needed to confirm treatment operation. Water samples are assumed to be collected three times throughout the week to verify performance of the pilot systems. Each water quality sampling event includes a raw and treated sample tested for arsenic, iron, manganese, and general chemistry. Only one raw sample will be collected, and one treated sample for each pilot unit.

County's Operator may conduct water quality sampling.

Following pilot testing, the vendors will supply a report summarizing the findings in accordance with the RFP requirements. Consultant shall evaluate the vendor reports and provide a memo to the County summarizing the feasibility and selected treatment system after evaluating the performance and life- cycle cost comparisons of each system, including site or well-head modifications and operations and management considerations. The results of this study will be used in selection of a system to best serve the needs of the County.

Deliverables for Task 4:

- Pilot test results, QA/QC sample results
- Memo #4 presenting pilot study reports and updating design information from previous tasks

Meetings for Task 4:

- Vendor meetings as needed
- Meeting #5: Review meeting to discuss results and recommended treatment system.

Pilot Testing Cost Assumptions:

- Vendor costs for pilot testing is not included in Consultant's fee proposal.
- Water quality samples from pilot testing is not included in Consultant's fee proposal (it is assumed the County's existing laboratory services will be utilized).

Task 5: Treatment System Design

Under Task 5, Consultant shall develop the design of the facilities required to obtain contractor bids for the installation of the treatment system and upgrades to the existing production facilities. This task will incorporate the selected treatment system from the previous tasks. The design process includes development of a Basis of Design Memorandum and the design plans and specifications for contractor bidding. To the extent required, Contractor shall perform permitting activities (discussed under Task 7) to obtain design reviews from outside agencies concurrently with the design development.

The design will identify modifications to the well and upgrades to existing facilities to implement the selected treatment system, and any other upgrades associated with system control, maintenance, waste discharge, materials handling, power requirements, or other needs. Upgrades will also consider other improvements to the existing system such as the PLC controls and SCADA system that can be completed concurrently with the treatment system installation. Consultant's electrical engineering sub-consultant will prepare a design that meets the County and operator preferences for the electrical upgrades.

A pre-design meeting shall be coordinated with the County, County's Water/Wastewater Operator (currently S.U.S.P.), the control integrator, Consultant, and key sub-consultants to establish preferences for controls and operation.

Design Elements:

Consultant's design includes the engineering disciplines in Civil, Mechanical, Electrical and Structural. The design will involve the following elements:

- Modifications of existing facilities: Pump selection, well-head modifications, treatment system connections, piping modifications.
- Chemical feed and handling: New and existing chemical feed systems including supply storage, waste storage, analyzers, disposal routes, controls, secondary containment, access, safety, and restocking.
- Structure and foundation design and site modifications: Shade structures, small prefabricated weather enclosures, grading, concrete pedestals, building modifications.
- Solids handling: Backwash storage and operation, solids separation and drying, disposal access, sampling requirements and sewer connections.
- Reclaim system: Pump stations, skimmer systems, piping and valve layouts, control logic.
- Electrical supply and control systems programming: Instrumentation, control logic for a complete operating facility, motor control centers (MCC), panel lineup, power supply, integration with existing SCADA

components or redesign. The Wild Wings integrator will conduct the PLC and SCADA programming.

Plans, Specifications, and Cost Estimates (75%, 100%, Final Bid Set):

Consultant shall prepare a complete design that consists of plans, technical specifications, and cost estimates. A basis of design memo will be provided with the initial (75%) design to define the required upgrades, sizing and operation decisions and preferences from the discussions with the County and SUSP.

The design will be provided in three completion phases: 75%, 100%, and a final bid set. It is assumed that the County will provide formal comments on the 75% submittal and the basis of design memo and on the revised design in the 100% deliverable. The final bid set will be presented with a signed and stamped set of drawings suitable for bidding to general contractors or to finalize grant/loan applications (if required). Consultant shall integrate any front-end provisions the County requests for the bidding package, as applicable. Consultant shall provide front-end contractual documents to include in public construction contracts. An Engineer's Estimate will also be provided for the construction at each design deliverable.

Consultant shall generate a detailed performance-based specification wherein the supplier or General Contractor will guarantee performance, including initial commissioning and a one-year recertification of performance.

Deliverables for Task 5:

- Draft Basis of Design Memo with 75% Plans, Specs and Estimate
- Final Basis of Design Memo with 100% Plans, Specs and Estimate
- Final Bid Set (signed and stamped)

Meetings for Task 5:

- Meeting #6: Pre-Design Basis Meeting
- Meeting #7: Design review of the 75% deliverable and Basis of Design Memo
- Meeting #8: Design review of the 100% deliverable

Task 6: CEQA Documentation

Preparation of CEQA documentation will be required prior to making modifications to the system for DDW permit amendment and any SRF loan applications that may be sought for construction. The CEQA analysis will be performed by Consultant's subconsultant, Inland Ecosystems. Any mitigation measures required by CEQA will be included in the design and construction of the treatment system as needed.

Deliverables for Task 6:

• Preliminary determination of CEQA requirements
• Initial Study and Mitigated Negative Declaration (if required)

Phase 2: Permitting, Bidding, Construction, and Commissioning

Item	Description
Pilot Testing Protocol	To be compliant with DDW Arsenic Treatment Pilot Study Guidelines.
Pilot Testing Results and Treatment Technology Selection	To be submitted prior to Permit Amendment Application.
Permit Amendment Application (Initial and Final)	Initial application will be sent with Plans and Specifications prior to construction. Final will be submitted after WTP is constructed and tested.
Plans and Specifications for Water Treatment Plant	Submittal will include well modifications, treatment system, and accompanying piping, instrumentation, solids handling systems, and site improvements. To be submitted with Initial Permit Amendment Application.
CEQA Documentation	Cat Ex, Neg. Dec. or Initial Study (TBD) to be submitted with Initial Permit Application
Well Construction Specifications	Submittal will include well profile and final construction specifications to be sent with the Initial Permit Application.
DWR Well Completion and Well Data Sheet	To be submitted with Initial Permit Application.
DWSAP Document	Already submitted to DDW
Filter Data Sheet and Chemical Data Sheets	To be submitted with Final Application after station is constructed and tested.
Water Quality Reports	To be submitted in Final Application. Submittal will include analytical results for well, before and after treatment, prior to going online, including disinfection testing of complete water treatment plant.

Task 7: Permitting

Consultant shall be responsible for ensuring that all permits, plans, notifications, and other documentation required from agencies with jurisdiction over the project are procured and submitted in a timely and professional manner. Consultant shall ensure that the building contractor, or any other project participant, adheres to all

project permit requirements. Consultant shall inform the contractor(s) when operations are out of compliance and require measures be taken to comply with permit requirements. Specific permits and documents anticipated include:

Water Supply Permit Amendment with DDW: Consultant shall be in contact with DDW from the beginning of the project through completion to amend the water supply permit and gain approval of the new arsenic treatment facility. Working with DDW will occur throughout all tasks, as detailed in this proposal. The work will be completed throughout the project during completion of other tasks. Below is a table of anticipated documentation for the Water Supply Permit Amendment.

DDW will be informed of the selection of a treatment system following the RFP process, and provide input on the need for a pilot testing program and review of the program if it is necessary (Task 4).

Following final selection of the treatment system and preparation of design drawings, DDW will be informed of the plans and designs, and a preliminary permit amendment will be filed with all necessary information prior to Consultant bidding and construction. After construction, and prior to commissioning, DDW will be consulted regarding approval of the plant and a sanitary inspection for concurrence to bring the new system online (Task 9). At the end of the project, Consultant shall provide the final permit amendment information including system as-built design drawings (Task 9).

Documentation for Water Supply Permit Amendment from DDW

Regional Water Quality Control Board (RWQCB) Permits: Consultant's subconsultant, Inland Ecosystems, shall coordinate with the RWQCB as necessary for permitting or approval associated with disposal of waste products for any onsite land disposal. There is no land disposal envisioned for this project; however, Inland Ecosystems will conduct this effort if it is necessary for onsite disposal of temporary discharge water, backwash water, or solids disposal. A Storm Water Pollution Prevention Plan (SWPPP) is not required since the disturbed surface will be under one acre.

Building Permits – No building permits are envisioned for this project as there will be no new occupied structures. Consultant assumes there will be time involved reviewing the project with County officials to confirm any required permits.

Encroachment Permit – Consultant assumes there will be no encroachment permit required for construction.

Deliverables for Task 7:

- Permit submittals and letters to DDW

Meetings for Task 7:

- DDW phone conferences and meetings, as needed

Task 8: Bidding and Construction Management

Under Task 8, Consultant shall assist with contractor bidding and construction management to oversee the construction of the selected treatment system and modifications to the existing system. These components are detailed below.

Contractor Bidding

Consultant shall assist with bid solicitation from qualified contractors. To save time and minimize cost, it is assumed that the County can be selective in bid solicitation and permit Consultant to identify a qualified short list of contractors unless an SRF loan is obtained and public bids are necessary. Consultant shall hold a pre- bidding meeting with selected contractors to describe the project and begin taking questions. During bidding, Consultant shall respond to questions from bidders and provide formal written addenda (three addendums are assumed).

Consultant shall evaluate the bids and recommend the contract award based on responsiveness and lowest cost. Consultant assumes that the construction contract will be between the County and the contractor that is awarded the work. Consultant assumes bidding will consist of assisting with solicitation to qualified selected contractors, attending a pre-bid meeting, responding to questions, preparing up to three addendums, evaluating bids, and recommendation for award.

Construction Management

Consultant's approach to providing construction support services involves regular interaction with the Contractor and treatment vendor and close review of construction schedule, progress, and administrative processes. A key assumption of the level of scope and budget is that the assistance during construction will span 10 months; this accounts for the contractor submittals, procurements, site construction, startup and testing, and commissioning, training and final permitting. Consultant shall act on behalf of the County and work in coordination with SUSP operators as necessary. SUSP and County roles during construction are to be determined by County. Consultant's construction management services consist of the following activities:

- **Pre-Construction Conference**: Consultant shall hold a pre-construction conference to discuss the baseline schedule and the procedure for construction progress, RFIs, status of submittals, and any miscellaneous items throughout construction.
- **Bi-Weekly Construction Meetings**: Bi-weekly construction meetings will be held throughout construction at the job site, County offices or Consultant's office. The meetings will be conducted to address items actively as they come up. Consultant shall prepare formal agenda and

meeting minutes documenting the status of all RFIs, submittals, change orders, etc. to track progress and resolve items.

- **Submittal Review**: Consultant shall complete the review and transmittal of technical submittals provided by the general contractor. A submittal spreadsheet log will be maintained for use in tracking and documenting submittal review.
- **Requests for Information**: Consultant shall review questions and provide written clarifications for any questions the general contractor has during the construction period such as details of the contract, substitutions, and alternative approaches.
- **Change Order Assistance**: Consultant shall assist in the preparation of any necessary field instructions and change orders. Anticipated assignments may include preparing requests to the general contractor for proposals for extra or changed work; review of contractor requests for change order to determine if work proposed is considered extra work; opinion of probable construction cost; and, review and negotiation of cost estimates. Consultant shall also prepare drawings, sketches, or specifications for extra or changed work items.
- **Monthly Pay Requests:** Consultant shall review monthly payment requests from the Consultant based on the quantities of bid items that have been procured, installed and accepted. Consultant shall approve of all payment requests of the Consultant before they are submitted to the County.
- **Milestone Inspection**: Consultant shall provide on-site milestone inspections including special inspections for electrical, structural and mechanical components. There are approximately 10 milestone inspections included. The milestone inspections include the well site modifications, subsurface piping, conduits and raceways, utility connections, earthwork preparation, concrete form/rebar and pour, Factory Acceptance Testing, and pre-system punchlists to identify incomplete or deficient items. Consultant shall prepare an inspection report for each site visit indicating the date and times, people on site, material delivered, work completed, and corrections noted. Consultant shall coordinate a DDW inspection required to bring the system online with an SUSP operator and DDW engineer. Consultant shall provide milestone inspections with five (5) additional miscellaneous inspections as needed. Site visits will also occur as part of the bi-weekly construction meetings.
- **Part-time Construction Observation**: At the time of this contract execution, Consultant does not propose resident full-time construction observation. This project can be adequately managed through the regular meetings and milestone inspections described above. A part-time construction observation is assumed in addition to the above services at a rate of 4 hours per week of onsite observation.
- **Staking**: The selected General Contractor shall provide their own construction staking. Consultant's scope does not include a surveyor for construction staking. This item will be included as part of the specifications,

with the selected General Contractor providing the necessary services by a licensed surveyor approved by the Engineer.

Deliverables for Task 8:

- Bid Solicitation Document
- Bid Review and Recommendations
- Submittal Reviews, RFIs, Change Order Reviews, Pay Request Reviews
- Meeting agenda and minutes
- Inspection Reviews

Meetings for Task 8:

- Meeting #9: Bid Review Meeting
- Meeting #10: Pre-construction Meeting
- Meeting #11-#30: Bi-weekly Construction Meetings

Task 9: Startup and Commissioning

Consultant oversee and be responsible for the approval of the General Contractor's startup and commissioning activities for a fully functioning and operable facility, including all equipment acceptance testing, communications and programming, and close-out permitting requirements. This process will involve coordinating the general contractor, treatment system installer/supplier, other sub-contractors, systems integrator, equipment manufacturers, County staff, SUSP operators, and regulatory agencies. During the commissioning period, Consultant shall generate a punchlist to be completed by the contractor for final closeout. Consultant estimates that 5 days of testing will be required for approval of the new systems including: cleared water quality testing, treatment operation, MCC panel checks, pump operation, alarms and setpoints. The contractor will be required to perform a 7-day operational commissioning test where the system will run in auto and go through all modes of operation and backwash/regeneration cycles of the treatment unit. During this time, operators will be trained to correctly operate the new system. Consultant assumes 2 days are necessary for operator training.

At the end of the construction phase of the project, Consultant shall modify the conformed project drawings into a set of project Record Drawings (as-builts) based on field changes and red-line markups from the general contractor and Consultant construction management staff. Record Drawings and Operations & Maintenance Manuals will be provided to the County after they have been reviewed and approved by Consultant. Consultant shall provide a letter of acceptance of the facility.

The Final DDW Water Supply Permit Amendment will be filed under Task 9, building on the preliminary application filed under Task 7. This includes final documentation of filter system, chemical system, as- builts, engineering technical report, water system information and permit amendment.

Deliverables for Task 9:

- Punchlist
- Record Drawings
- Final DDW Permit Amendment package

Meetings for Task 9:

- Punchlist Meeting

Contractor's compensation shall not exceed the amount budgeted in the table below:

Task	Consultant Fee	Outside Services Fee	Total Not to Exceed
Phase 1 – Preliminary Engineering through Final Design			
1 – Production and Demand Analysis	$6,435	$0	$6,435
2 – Conceptual Design	$12,850	$1,725	$14,575
3 – RFP for Treatment Vendors	$7,640	$0	$7,640
4 – Pilot Testing	$12,555	$0	$12,555
5 – Final Plans and Specifications	$54,860	$41,975	$96,835
6 – CEQA Documentation	$2,620	$23,000	$25,620
Phase 1 Total	**$96,960**	**$66,700**	**$163,660**
Phase 2 – Permitting, Bidding, Construction and Commissioning			
7 – Permitting	$16,060	$0	$19,800
8 – Bidding and Construction Management	$82,390	$17,870	$100,260
9 – Startup and Commissioning	$20,955	$3,450	$24,405
Phase 2 Total	**$119,405**	**$21,320**	**$140,725**
GRAND TOTAL	**$216,365**	**$88,020**	**$304,385**

Costs not included in Consultant's scope of work include permit fees, capital costs, geotechnical inspections, and surveying as described below:

• Permit Fees: fees for permits will be assessed by agencies at the time of application. Consultant assumes the County will pay any permit fees directly.
• Capital Costs: treatment system, vendor pilot testing, or general contractor costs for installation are not included.
• Geotechnical Inspections: the specifications for construction will direct the General Contractor to obtain a geotechnical engineer to confirm subgrade

preparation and compaction.
• Surveying: Consultant shall utilize the existing site basemaps. The specifications for construction will direct the General Contractor to obtain a surveyor to conduct construction staking.

If Consultant is directed to deviate from the proposed scope, or as dictated by unforeseen field conditions, Consultant shall provide notification of any potential changes in the estimated cost and time to complete the work. Consultant shall not proceed with any work that deviates from the approved scope and budget until approval to proceed is granted.

Project Schedule

Consultant shall coordinate all schedule of activities with the County. At the initial meeting Consultant shall prepare a detailed project schedule in Gantt Chart format showing the key milestone deliverables, tasks and outside agency reviews. The proposed project schedule below is based on the anticipated work products described under Tasks 1 through 9 above, performed by Consultant, with review time for coordinating agencies, such as DDW and the County. Consultant shall complete each task as it is approved by the County, so the anticipated completion dates are subject to change given County approval and funding sources.

	Task Description	Anticipated Duration	Anticipated Completion Date
	Production & Demand Analysis	1 month	February 1, 2020
	Conceptual Treatment & Operational Strategies Design	2 months	April 1, 2020
	RFP for Vendor Treatment Systems	2 months	June 1, 2020
	Pilot Testing of Selected Vendor Systems (if required)	2 months	August 1, 2020
	Treatment System Design	4 months	December 1, 2020
	Permitting (concurrent with treatment system design)	--	--
	Bidding and Construction Management	10 months	October 1, 2021
	Startup & Commissioning	1 month	November 1, 2021
Total Duration		***22 months***	

B. Consultant shall provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

C. The complete contract shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	RFQu Excerpt
Exhibit B	Statement of Qualifications Excerpt

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Consultant for the County's benefit shall prevail.

D. The Administrator may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement.

II. ADDITIONAL SERVICES

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III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Administrator or his/her designee, Consultant shall be compensated as follows:

Hourly Rates:

Senior Principal …… $215/hr
Principal Professional ……... $210/hr
Supervising Professional …….. $200/hr
Senior Professional …….. $187/hr
Project Professional …….. $145 to $170/hr
Staff Professional ……. $130 to $140/hr
Engineering Inspector …….. $130/hr
ACAD Drafting/GIS …… $130/hr
Engineering Assistant ……... $100 to $120/hr
Scientist ……$100 to $120/hr
Technician ……..…. $100 to $120/hr
Word Processing, Clerical …… $75/hr
Digital Communications Specialist …….. $90/hr
Project Admin/Accounting Assistant …… $90/hr

Other

Groundwater Sampling Equipment (Includes Operator) $170/hr
Professional or Technical Testimony ……. 200% of regular rates
Technical Overtime (if required) ……. 150% of regular rates

Notwithstanding the above, services do not include travel time, and staff time spent traveling does not constitute a reimbursable expense. Contractor shall not be entitled to reimbursement for any expenses except as specifically set forth in This Paragraph. The following expenses may be reimbursed if they are incurred after prior written approval of the Administrator:

1. Transportation (mileage, air, travel, car rental), lodging, meals, and incidentals at rates not to exceed those established by the State of California Department of Human Resources Maximum Lodging Reimbursement Rates for All Represented Employees and Meals and Incidentals (In-State/Out-of-State Travel). Mileage shall be reimbursed at the then-current IRS Business Mileage Rate. Air travel shall be coach or equivalent. A mid-sized or equivalent car shall be used for car rentals.
    a. Cost plus 15%
2. Copies.
    a. $0.20/each
3. Outside Services/Rentals.
    a. Cost plus 15%
4. Services by Associate Firms.
    a. Cost plus 15%
5. Substinence:
    a. Cost plus 15%

Provided, however, that the total amount of compensation to be paid to Consultant for the services required by this Agreement shall not exceed **Three Hundred Four Thousand, Three-Hundred Eighty-Five dollars** (**$304,385**). In the determination of hourly fees, time allotments shall be calculated to one-tenth of an hour.

B. The compensation set forth above includes reimbursement for all expenses incurred by Consultant in the performance of this Agreement.

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Administrator, the Consultant shall submit an invoice detailing the services provided, the person(s) providing the service, the amount of time spent by each person providing the service calculated to the one-tenth of an hour, the rate per hour charged for each person providing service, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Administrator's written approval in advance of such services being provided. If requested by the County, Consultant shall provide any further documentation to verify the compensation and reimbursement sought by Consultant.

B. Within fifteen (15) calendar days of the receipt of Consultant's detailed invoice, the

Administrator shall either authorize payment or advise Consultant in writing of any concerns that the Administrator has with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Administrator's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Consultant in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

V. REPORTS

A. Consultant shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Administrator, as the times and in the manner specified by this Agreement, or by the Administrator if not so specified. Any other provision of this Agreement notwithstanding, should Consultant fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Consultant pursuant to this Agreement, and any other agreement between Consultant and County, until such report is properly submitted as determined by the Administrator.

B. County shall provide Consultant with all information pertinent to the services required of Consultant by this Agreement which is requested by Consultant and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Consultant agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Consultant assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Consultant shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Consultant shall make such records available for inspection and copying by the County and its designees at any reasonable

time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Consultant shall notify the Administrator. Upon such notification, the Administrator shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Consultant. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Consultant, Consultant appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Consultant's position. In connection with any appeal proceeding under this paragraph, Consultant shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Consultant shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from **December 17, 2019** through **December 31, 2021** unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Consultant default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Consultant shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Consultant pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant, in which event the County shall have no obligation to pay the Consultant any further funds or provide other consideration and the Consultant

shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Consultant in accordance with this Agreement for all services performed to the satisfaction of the Administrator before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 45 days' written notice to the other party.

E. If Consultant, or any of its officers, agents, employees, Consultants, subConsultants, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Consultant.

F. Upon termination of this Agreement or suspension of work by either County or Consultant, Consultant shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Consultant shall become the sole and exclusive property of Yolo County and Consultant shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Administrator to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Consultant such as sketches, copy, dummies and all preparatory work for which Consultant is not compensated by the County shall remain the sole and exclusive property of the Consultant.

G. During and following the term of this Agreement, Consultant shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Consultant was compensated by the County without the express written permission of the Administrator.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Consultant shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Consultant waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Consultant certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONSULTANT'S RESPONSIBILITIES

A. Consultant shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Consultant to a greater extent than permitted under the public policy of the State of California, Consultant shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission of the Consultant, any subConsultant, 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. Consultant and/or any subConsultant's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

C. Any subConsultants must agree to be bound to the Consultant and the County of Yolo in the same manner and to the same extent as Consultant is bound to the County of Yolo under this Agreement. All subConsultants must further agree to include the same requirements and provisions of this agreement, including the indemnity and insurance requirements, with any sub-subConsultant to the extent they apply to the scope of the Sub-subConsultant's work.

In providing any defense under this Paragraph, Consultant shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Consultant shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

[note: the following limits need to be reviewed based upon the scope of services, nature of the Consultant, etc.; please review with Risk Management]

a. **Comprehensive General Liability** – $1,000,000/occurrence and $2,000,000/aggregate

b. **Automobile Liability** – $1,000,000/occurrence (general) and $500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – $1,000,000/occurrence and $2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the Consultant must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Consultant's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Consultant changes insurance carriers Consultant shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Consultant changes to a new carrier prior to receipt of any payments due.

4. The Consultant shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy 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 Administrator (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Consultant, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Consultant's insurance coverage shall be primary, including as respects the County, its officers, agents,

employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Consultant's liability insurance policy.

10. The Consultant shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Consultant shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Consultant shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Consultant shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Consultant agrees to include with all subConsultants in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the subConsultant's work. SubConsultants hired by Consultant must agree to be bound to Consultant and the County of Yolo in the same manner and to the same extent as Consultant is bound to the County of Yolo under the Agreement. All subConsultants must further agree to include these same provisions with any sub-subConsultant. Consultant shall require all SubConsultants to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Consultant will provide proof of compliance to the County of Yolo.

E. Consultant shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration of this Agreement. In the event Consultant fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Consultant.

XIV. WORKERS' COMPENSATION

Consultant shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to do so on behalf of Consultant, both the person executing this Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Consultant at their respective addresses as follows:

Consultant:
Luhdorff & Scalmanini Consulting Engineers, Inc.
Attn: Chief Executive Officer
500 First Street
Woodland, CA 95776
Tel. (530) 661-0109

County:
County of Yolo
County Administrator's Office
Attn: CSA Manager
625 Court Street, Room 202
Woodland, CA 95695
Tel. (530) 666-8150

B. Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Consultant shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Consultant covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Consultant's obligations and responsibilities hereunder. Consultant further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Consultant completes performance of the services required of it under this Agreement.

C. Consultant agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Consultant will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Consultant shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Consultant agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant

information requested.

B. Any and all books, records, and facilities maintained by Consultant related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Consultant pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Consultant expend $500,000 or more in Federal funds during any fiscal year, Consultant shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Consultant's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Administrator.

Consultant shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Consultant shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Consultant shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Consultant has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Consultant in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Consultant repays such amount. Consultant shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Consultant fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Consultant against any amounts that would otherwise be due from the County to Consultant pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Consultant to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Consultant under this Agreement are not assignable in whole or in part. In addition, Consultant shall not subcontract any portion of the services required of Consultant by this Agreement without the express written consent of the Administrator. If any portion of the services required of Consultant are subcontracted, the subConsultant(s) shall maintain the same insurance as required of Consultant by this Agreement and Consultant shall be fully responsible to the County for all work undertaken by subConsultants.

XX. STATUS OF CONSULTANT

A. It is understood and agreed by all the parties hereto that Consultant is an independent Consultant and that no relationship of employer-employee exists between the County and Consultant. Neither Consultant nor Consultant's assigned personnel shall be entitled to any benefits payable to employees of the County. Consultant hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Consultant nor Consultant's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Consultant must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Consultant's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Consultant.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Consultant affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Consultant and to bind Consultant to the terms and conditions of this Agreement. Both the person executing this

Agreement on behalf of Consultant and Consultant understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Consultant to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Consultant only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C.

1 By signing this agreement, the Consultant agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this agreement, the Consultant certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

    b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;

d. Have not within a three-year period preceding this application/proposal/ agreement had one or more public transactions (Federal, State or local) terminated for cause or default;

e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and

f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Consultant is unable to certify to any of the statements in this certification, the Consultant shall submit an explanation to the County program funding this Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Consultant written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Consultant knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Consultant written notice of such termination.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Consultant and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONSULTANT

By Vicki Kretsinger Grabert
Vicki Kretsinger Grabert
Chief Executive Officer

COUNTY OF YOLO

By Don Saylor
Don Saylor, Chair
Board of Supervisors

Attest: Julie Dachtler
Clerk of the Board
Board of Supervisors

By Julie Dachtler
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: J. P.
Philip J. Pogledich, County Counsel

Wild Wings County Service Area

Board of Supervisors Meeting
December 17, 2019

Presentation on
Arsenic Treatment System Project

David Block





Background

- 2008: State Arsenic Maximum Contaminant Level (MCL) decreased from *50 µg/L* to ***10 µg/.*** Since then Canvas Back Well has been on "Emergency Standby" status.
- Early 2019: Work completed to extend both well pumps in response to lower water levels. Canvas Back was used in its limited Standby capacity at that time.
- 2019: County seeks an Arsenic Treatment Design to reduce Arsenic to level to 50% of the MCL. SOQ's from consultants received in March 2019.

Well	Capacity	Use	Arsenic (Low)	Arsenic (High)	MCL
Canvas Back	1,200 gpm	Irrigation (70 MG/yr)	7 µg/L	15 µg/L	10 µg/L
Pintail	1,100 gpm	Domestic (90 MG/yr)	5.7 µg/L	8.8 µg/L	10 µg/L

Objectives

- Reduce arsenic to below 50% of MCL
- Change status of Canvas Back as a permitted “Active”
- Conduct an alternatives analysis to evaluate treatment strategies
- Selection of an arsenic treatment system/vendor
- Identify funding opportunities for construction (loans or grants)
- Compliance with California Environmental Quality Act (CEQA)
- Design of the treatment system and other facility upgrades at the well and booster stations
- Permitting, Bidding, Construction

Approach

Phase 1 – Preliminary Engineering through Final Design

- Develop a design basis and alternatives analysis with input from Treatment Vendors (and pilot testing) to select treatment technology, site layouts, cost estimates.
- Conduct necessary compliance with CEQA
- Prepare Plans/Specs and Engineer's Estimate for construction - also required to obtain state loans or grants (e.g. SRF)

Phase 2 – Permitting, Bidding, Construction, Commissioning

- DDW Water Supply Permit Amendment and any other permit requirements
- Bidding to General Contractors (GC)
- Construction/installation and testing by a GC and the approved Treatment Vendor
- Commissioning with close involvement and training for SUSP

Proposed Budget

Task	LSCE Fee	Outside Services Fee	Total
Phase 1 – Preliminary Engineering through Final Design			
1 – Production and Demand Analysis	$6,435	$0	$6,435
2 – Conceptual Design	$12,850	$1,725	$14,575
3 – RFP for Treatment Vendors	$7,640	$0	$7,640
4 – Pilot Testing	$12,555	$0	$12,555
5 – Final Plans and Specifications	$54,860	$41,975	$96,835
6 – CEQA Documentation	$2,620	$23,000	$25,620
Phase 1 Total	**$96,960**	**$66,700**	**$163,660**
Phase 2 – Permitting, Bidding, Construction and Commissioning			
7 – Permitting	$16,060	$0	$19,800
8 – Bidding and Construction Management	$82,390	$17,870	$100,260
9 – Startup and Commissioning	$20,955	$3,450	$24,405
Phase 2 Total	**$119,405**	**$21,320**	**$140,725**
TOTAL CONTRACT	**$216,365**	**$88,020**	**$304,385**

Costs not included are permit fees, capital costs, geotechnical inspections, and surveying. These additional costs would be around $1,550,000.

Questions





YOLO COUNTY AGREEMENT NO. _____

(Third Amendment to Agreement No. 19-253 with Luhdorff & Scalmanini Consulting Engineers, relating to Arsenic Treatment Design Services.)

THIS Amendment to Agreement No. 19-253 is made and entered into as of this 6th day of June, 2023, by and between the County of Yolo, a political subdivision of the State of California ("County"), and Luhdorff & Scalmanini Consulting Engineers, Inc., a California corporation ("Contractor"), who agree as follows.

WHEREAS, on or about December 17, 2019, the parties entered into an agreement for Contractor to provide services with the design and construction of an arsenic treatment system for the Wild Wings CSA Public Water System for the County (Yolo County Agreement No. 19-253); and

WHEREAS, on or about October 16, 2020, Arsenic levels measured at the highest level of arsenic to ever occur in the Pintail well. Although the Pintail well has not exceeded the state mandated Maximum Containment Level (MCL) of 10 µg/L, the water system is currently reliant on the Pintail well for meeting all potable water demand; and

WHEREAS, on or about June 16, 2021 the Canvasback pump was turned off due to unstable hydraulics and low water levels; and

WHEREAS, on or about April 17, 2022, Agreement No. 19-253 was amended to increase the amount for additional services in pilot testing and update the compensation terms; and

WHEREAS, on or about May 24, 2022, Agreement No. 19-253 was amended to extend its term; and

WHEREAS, the parties wish to amend Agreement No. 19-253 to further extend its term for one additional year.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section **IX.A** of Agreement No. 19-253, is hereby amended to read as follows:

   IX. TERM AND TERMINATION

   A. The term of this Agreement shall be from December 17, 2019 through June 30, 2024, unless sooner terminated as hereinafter provided.

2. Except as specifically amended hereinabove, Agreement No. 19-253 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this Third Amendment to Agreement No. 19-253 as of the day and year first written above.

CONTRACTOR:

By: _____
William L. Halligan
Chief Executive Officer

COUNTY:

By: _____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Approved as to Form

By: _____
Kimberly Hood
Assistant County Counsel

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By_____
Deputy (Seal)

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 8.
Board of Supervisors **Integrated Waste Management**

Meeting Date: 06/06/2023
Brief Title: Agreement with City of Davis for Landfill Leachate and Liquid Waste Disposal
From: Leslie Lindbo, Director, Department of Community Services
Staff Contact: Jeff Kieffer, Principal Civil Engineer, Department of Community Services, x8855
Supervisorial District Impact: District 3

Subject
Approve a new five-year agreement with the City of Davis for disposal of the Landfill's leachate and liquid waste. (No general fund impact) (Lindbo/Kieffer)

Recommended Action

A. Approve a new five-year agreement with the City of Davis for disposal of the Landfill's leachate and liquid waste; and

B. Authorize the Chair of the Board of Supervisors to sign the agreement.

Strategic Plan Goal(s)

Sustainable Environment

Reason for Recommended Action/Background
As part of normal operations, the Yolo County Central Landfill (Landfill) generates leachate and other liquid waste throughout the year. The landfill also accepts other liquid wastes such as septage, chemical toilet wastes and industrial wastewater from various customers throughout the region. These wastewaters are stored in one of several of the landfill's surface impoundments for evaporation. During years of high rainfall, the volume of liquid waste has exceeded the evaporation capacity of the surface impoundments. Since 1991, the Landfill has periodically discharged its excess wastewater to the adjacent Wastewater Treatment Plant (WWTP) operated by the City of Davis (City) for treatment and disposal. The existing disposal agreement with the City expires in May 2023 and thus a new agreement is needed.

The City's Sewers and Sewage Disposal Ordinance authorizes special contracts between the City and any industrial user, whereby the City may accept for treatment industrial waste at a charge fixed by special contract provided the waste does not violate any pretreatment standard. The amount charged by the City pursuant to the special contract should reflect, as close as is reasonably practicable, the cost the City incurs in providing, operating, and maintaining the facilities serving the contracting industrial user. This agreement establishes a special industrial sewer rate for the City's treatment and disposal of the Landfill's wastewater at the WWTP.

Under the proposed agreement, the Landfill agrees to pay the City a fixed monthly rate as well as an additional variable rate based on the volume and characteristics of the wastewater discharged. This new agreement will be for a term of 5 years. The Division estimates the potential maximum compensation to the City of $1,250,000, though actual compensation will likely be less than $250,000 per year.

Collaborations (including Board advisory groups and external partner agencies)
The County worked on this agreement with the City of Davis and received approval from County Counsel as to form.

Competitive Bid Process/Vendor Performance

A competitive bid process was not applicable for this project.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$1,250,000
Amount budgeted for expenditure	$250,000
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$250,000

Source of Funds for this Expenditure	
Sanitation Enterprise	$250,000

Further explanation as needed

Landfill staff estimates a maximum cost of $1,250,000 for the five-year term of the agreement, and has budgeted sufficient funds.

Attachments

Att. A. Agreement

Form Review

Inbox	Reviewed By	Date
Marissa Juhler	Marissa Juhler	05/24/2023 02:57 PM
Leslie Lindbo	Leslie Lindbo	05/24/2023 03:38 PM
Financial Services	KauXue Thao	05/24/2023 03:56 PM
County Counsel	Hope Welton	05/24/2023 05:46 PM
John Rowe	John Rowe	05/25/2023 04:36 PM
Form Started By: Constance Robledo		Started On: 05/10/2023 09:43 AM
Final Approval Date: 05/25/2023		

Yolo County Agreement No. 23-___

AGREEMENT BETWEEN THE CITY AND YOLO COUNTY TO ESTABLISH SPECIAL INDUSTRIAL SEWER RATES FOR YOLO COUNTY'S CENTRAL LANDFILL

This Agreement is entered into as of the 2nd day of May 2023, by and between the City of Davis ("City") and the County of Yolo ("County") in connection with the facts set forth in the recitals below.

RECITALS

A. The City owns and operates a Wastewater Treatment Plant ("WWTP") which provides wastewater treatment to sewer users, including industrial users such as landfills.

B. Chapter 33 of the City's Municipal Code, commonly known as the City's Sewers and Sewage Disposal Ordinance, sets forth the City's standard industrial sewer rates, as adopted by the City Council based on the 2017 Comprehensive Sewer Rate Study Report ("2017 Rate Study"), for industrial users that discharge wastewater into the WWTP. The standard industrial sewer rate is comprised of a fixed component "Customer Related" ($3.49) and a variable component. The variable component is currently based on three factors: (1) Biochemical Oxygen Demand ('BOD"), (2) Total Suspended Solids ("TSS"), and (3) flow. Also built into the variable component is the cost for capital and maintenance of the WWTP's Collection system. The draft 2022 Comprehensive Sewer Rate Study Report includes an additional variable component of Ammonia as N ("NH3-N"), which is anticipated to be built into the City's sewer rate for industrial customers.

C. The Sewers and Sewage Disposal Ordinance authorizes, at section 33.03.150 of the Davis Municipal Code, special contracts between the City and any industrial user whereby the City may accept for treatment industrial waste of unusual strength, composition or quantity at a charge fixed by the special contract provided the waste does not violate any pretreatment standard. The amount charged by the City pursuant to the special contract is an amount sufficient to compensate the City for its cost of providing, operating, and maintaining the facilities serving the contracting industrial user. The City and County entered into an agreement (County Agreement No. 19-118) on June 4, 2019, which is currently set to expire on May 20, 2023, to establish an industrial sewer rate for the County.

D. Each variable component unit rate can be determined by dividing the total cost allocation by the number of billable units. For the 2017 Rate Study those costs are calculated as such:
    1. FLOW: $9,401,276 / 2,117,489 CCF = $4.44 per CCF
    2. BOD: $2,169,525 / 3,029,500 lbs. BOD = $0.72 per lb. BOD
    3. TSS: $2,169,525 / 4,197,500 lbs. TSS = $0.52 per lb. TSS
    4. Customer related (fixed): As described in 2017 Rate Study = $3.49
E. Since 1991, the County's Central Landfill has periodically discharged leachate/stormwater to the WWTP for treatment and disposal by the City. While the County does not pretreat its wastewater prior to discharge, it does not use the City's collection system to transport the leachate/stormwater to the WWTP. In this unique circumstance, a reduction in the flow portion of the sewer rate, which comprises approximately 30% of the flow variable charge, would more accurately reflect the City's actual cost of treating and disposing the County's wastewater discharges from the County's Central Landfill. As such, a 30% discount shall be applied to the flow portion and calculated as $4.44 – 30% = $3.11 per CCF.
F. In anticipation of adoption of new City sewer rates in 2023 based upon the City's 2022 Wastewater Rate Study and the strength of the County discharge, County's rates will be amended to reflect all new rates, variable components, commercial classifications, calculations, and strengths associated with industrial discharges or other similarly assigned waste classification based on strengths developed in the 2022 Wastewater Rate Study with the 30% discount to the flow portion of the rate.
G. The County's discharges to the WWTP are subject to the conditions imposed by its Wastewater Discharge Permit No. 104-SIU ("Discharge Permit") and any subsequent issued permits, by the provisions of Chapter 33 of the City's Municipal Code, and by local, state, and federal laws and regulations.
H. The purpose of the Agreement is to terminate Agreement No. 19-118 and establish, pursuant to section 33.03.150 of the City's Municipal Code, revised rates to be paid by the County for the City's treatment and disposal of the County's unusual strength and composition wastewater at the WWTP. This Agreement is subject to the County's Discharge Permit, and does not modify the Discharge Permit in any way.

NOW, THEREFORE, the City and the County agree as follows:

1. <u>Contracted Industrial Sewer Rate.</u>

a. Agreement No. 19-118 is hereby terminated by the City and County and replaced with this Agreement.
b. The County agrees to pay to the City a fixed monthly charge of $3.49 as determined by the adopted 2017 Rate Study.
c. The County also agrees to pay to the City an additional variable rate as determined by the actual strength characteristics averaged and flow of the wastewater discharged, evaluated and billed each calendar quarter in accordance with the following rate schedule:
    i. FLOW: $9,401,276 / 2,117,489 CCF = $3.11 per CCF
    ii. BOD: $2,169,525 / 3,029,500 lbs. BOD = $0.72 per lb. BOD
    iii. TSS: $2,169,525 / 4,197,500 lbs. TSS = $0.52 per lb. TSS
d. The fixed monthly charge and the variable rate described in Section 1, subsections a. and b. above are hereafter referred as the "Contracted Rates."
e. Each of the monthly and quarterly charges shall be due and payable within 30 days of receipt of a bill and any other terms and conditions of the City's sewer system invoicing policy. The foregoing Contracted Rates shall apply to County sewer services beginning November 1, 2022 and continuing thereafter through the term of this Agreement, except as the Contracted Rates may be amended as provided herein.

2. Adjustment to Contracted Rates. The Contracted Rates are subject to adjustment commensurate with any City Council adjustment to the standard industrial sewer rates codified in Chapter 33 of the City's Municipal Code. The Wastewater Division Manager shall notify the County in writing of any adjustment to the Contracted Rates, including updated calculations for contracted unit rate determination for wastewater of unusual strength and composition, and a written amendment to this Agreement shall not be necessary.
3. Changed Circumstances. This Agreement is subject to and contingent upon the facts set forth in the Recitals in this Agreement. In the event circumstances change, for example, if the County uses the City's collection system to transport its leachate/stormwater to the WWTP, then the City reserves the right, in its sole discretion, to amend or terminate this Agreement. The County shall comply with all testing and reporting procedures set forth in its Discharge Permit in Chapter 33 of the City's Municipal Code, and in state and federal laws and regulations; nothing in this Agreement changes or affects those notification and report in procedures or the County's obligations with respect to those procedures.

4. Compliance with Discharge Permit, Laws, and Regulations. This Agreement is subject to the County's compliance with the conditions of its Discharge Permit, and with local, state, and federal laws and regulations. The sole purpose of this Agreement is to establish the Contracted Rate, and nothing in this Agreement shall be construed or interpreted to excuse the County's compliance with the conditions of it Discharge Permit or with local, state or federal laws or regulations. **THIS AGREEMENT DOES NOT CHANGE OR IN ANYWAY AFFECT ANY OF THE COUNTY'S OBLIGATIONS OR RESPONSIBILITIES AS SET FORTH IN THE COUNTY'S DISCHARGE PERMIT, AND THE COUNTY MUST COMPLY WITH ALL PROVISIONS OF ITS DISCHARGE PERMIT.**
5. Term. The term of this Agreement shall be valid until April 5, 2028, a period of 5 years, unless it is modified or terminated at an earlier time in accordance with this Agreement. The City may terminate this Agreement at any time if it determines such termination is necessary to comply with any applicable law or regulation, including but not limited to the City's Municipal Code.
6. Conflicts. If any provision of this Agreement conflicts with any provision in the Discharge Permit, or with any provision of local, state, or federal law or regulation, except as to the Contracted Rate, the provision in the Discharge Permit, or in the local, state, or federal law or regulation, shall control.
7. Entire Agreement. This Agreement represents the entire agreement of the parties with respect to the Contracted Rate, and supersedes any and all other agreements regarding the Contracted Rate, whether oral or written, between the parties.
8. Amendments. Except as provided in Sections 2 and 3, this Agreement may be amended at any time by a subsequent written agreement signed by both parties.
9. Assignment. The County may not assign this Agreement or any right or duty hereunder without the City's express written approval.
10. Notices. Any notice or demand pertaining to this Agreement, with the exception of urgent notifications, shall be given by mail at the following addresses:

IF TO THE CITY:

City of Davis
Public Works Utilities & Operations Dept.
1717 Fifth Street
Davis, CA 95616

IF TO THE COUNTY:

Yolo County Central Landfill
44090 County Road 28H
Woodland, CA 95776

Any urgent notifications shall be given by following the procedures set forth in the County's Wastewater Discharge Permit or in Chapter 33 of the City's Municipal Code.

11. Attorneys' Fees. If any party brings any action or proceeding against the other party arising out of this Agreement, or is made a party to any action or proceeding brought by the other party, the prevailing party shall be entitled to recover as an element of its costs of suit, and not as damages, its reasonable attorneys' fees as fixed by the court in such action or proceeding or in any separate action or proceeding brought to recover such attorneys' fees.
12. Authorization. The persons executing this Agreement represent and agree that they have full authorization to execute this Agreement on behalf of the parties and to bind the parties to the rights and obligations contained in this Agreement.
13. California Law. This Agreement is entered into and shall be governed and interpreted pursuant to the laws of the State of California. Venue for any action arising out of this Agreement shall be in Yolo County.
14. Captions. The captions describing the sections of this Agreement are provided for convenience only, and shall not have a bearing on the interpretation of any section of this Agreement.
15. Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement.

    Time of Essence. Time is of the essence in each and every provision of this Agreement.

[Signatures on Following Page]

IN WITNESS WEHREOF, THE PARTIES HAVE CAUSED THIS Agreement to be executed as of the date first above written.

City of Davis

By:
Stan Gryczko
PWUO Director

Attest:

By:
Zoe Mirable, City Clerk

Approved as to Form:

By: Inder Khalsa
Inder Khalsa
City Attorney

Yolo County

By:
Oscar E. Villegas
Chair, Board of Supervisors

Attest:

By:
Julie Dachtler, Clerk
Senior Deputy (Seal)

Approved as to Form:

By: Kimberly E. Hood
Kimberly Hood
Assistant County Counsel

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 9.
Board of Supervisors **Integrated Waste Management**

Meeting Date:	06/06/2023
Brief Title:	Agreement with Loci Controls, Inc. for Landfill Gas Collection Control System
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Jeff Kieffer, Principal Civil Engineer, Department of Community Services, x8855
Supervisorial District Impact:	District 3

Subject
Approve agreement with Loci Controls Inc. (LoCI) for monitoring and measuring methane from the Yolo County Central Landfill gas collection system. (No general fund impact) (Lindbo/Kieffer)

Recommended Action

A. Approve agreement with LoCI for monitoring and measuring methane from the Yolo County Central Landfill gas collection system; and

B. Authorize the Chair of the Board to sign the agreement.

Strategic Plan Goal(s)

Sustainable Environment

Reason for Recommended Action/Background
On November 22, 2022, the County released a Request For Proposals (RFP) for monitoring and measuring methane and other gases at the Yolo County Central Landfill with the intention of finding a company that would be willing to partner with the County to increase methane capture to further reduce greenhouse gas (GHGs) emissions, and apply for the 45Q tax credit for carbon sequestration. Since 2008 the U.S. Internal Revenue Code has provided a tax credit to incentivize carbon capture, utilization, and storage. In 2022 this tax credit, commonly called the 45Q tax credit, was expanded and extended with the passage of the Inflation Reduction Act, which helped facilitate this mutually beneficial partnership.

The County received one proposal in response to the RFP. The proposal received was from LoCI, a company that uses patented technology to increase methane capture and reduce emissions from landfills. Founded in 2013, LoCI's equipment strives to optimize gas collection through automation, using algorithms to continuously adjust the gas well-heads instead of the more standard manual adjustments. LoCI is in the process of being able to apply for the 45Q tax credit, and has submitted a Life Cycle Assessment to the US Department of Energy for review and approval. This process is estimated to take at least 3-6 months.

This project will not cost any money to the County. Upon receipt of required insurance and bonds, the County will grant a license to LoCI to install their equipment free of charge and LoCI will have the opportunity to apply for the tax credit using methane captured at the Yolo County Central Landfill. In exchange, if LoCI obtains any credits, the County will receive 20% of the net realized value.

The goal of this project is to test-run new technology that could help increase carbon sequestration from the landfill, furthering the County's sustainable environment goal. There are no current plans for this agreement and project to replace the monthly calibrated compliance monitoring that landfill staff and other vendors perform each month.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel approved this agreement as to form.

Competitive Bid Process/Vendor Performance

Request for Proposals (RFP) Service Requested: Monitoring and Measuring Methane and other Gases

Evaluation Criteria Included in RFP

- Revenue Share/Cost Proposal (25%)
- Qualifications and Experience (25%)
- Demonstrated Competence/Responsibility (10%)
- Understanding of Project and Location (10%)
- Approach to Project and Project Schedule (20%)
- Customer References (10%)

Bids Received

Bidder	Bid
Loci Controls, Inc.	20% of net realized value of tax credit

Fiscal Information

Potential fiscal impact (see notes in explanation section below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
General Fund	$0

Further explanation as needed

County could potentially receive revenue from this agreement if Loci is able to capture more carbon than the Landfill's current baseline. If they do, and apply for 45Q tax credit, County would receive 20% of the net realized value of credit.

Attachments

Att. A. Agreement

Form Review

Inbox	Reviewed By	Date
Marissa Juhler	Marissa Juhler	05/25/2023 02:16 PM
Leslie Lindbo	Leslie Lindbo	05/25/2023 02:44 PM
Financial Services	KauXue Thao	05/25/2023 03:22 PM
County Counsel	Hope Welton	05/25/2023 03:30 PM
John Rowe	John Rowe	05/25/2023 04:28 PM
Form Started By: Constance Robledo		Started On: 05/15/2023 09:16 AM
Final Approval Date: 05/25/2023		

AGREEMENT NO. __-___

(License Agreement for Remote Monitoring and Control System for Landfill Gas)

THIS AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2023 ("Effective Date"), by and between the County of Yolo, a political subdivision of the State of California ("County") and Loci Controls, Inc. ("Contractor"), a Delaware Corporation.

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as providing equipment and services for remote monitoring and control of the landfill gas extraction wells; and

WHEREAS, the Yolo County Division of Integrated Waste Management operates the Yolo County Central Landfill, an active landfill and biogas plant at its location at 44090 County Road 28H, Woodland, CA 95776 ("Landfill" or "Landfill Premises"); and

WHEREAS, biogas is extracted from the Landfill through a series of wells that extend into the waste mass and as part of current operations, the wells are manually monitored and tuned on a regular basis;

WHEREAS, the Landfill has over 150 landfill gas wells that qualify for an automatic well-head control, as well as eight anaerobic digester cell gas wells and six header line locations;

WHEREAS, the County desires to obtain services that monitor and measure methane and other greenhouse gases ("GHG's") in a manner such that GHG (including methane) emissions can be more efficiently managed, controlled and limited ; and

WHEREAS, the County circulated and distributed a Request for Proposals, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide real time data and an automated landfill gas collection control system, an excerpt of which is attached as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to complete and operate the System (defined herein) and provide the services, goods and materials that are described in this Agreement, and that it will be able to perform the herein described services at no cost to the County in accordance with Contractor's "Scenario B" in cost proposal described in Exhibit B attached hereto; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. INCORPORATION OF RECITALS: EXHIBITS.

The foregoing recitals are incorporated into this Agreement. The complete Agreement shall include the following Exhibits, which are attached hereto and incorporated herein:

Exhibit A	RFP Excerpt
Exhibit B	Proposal Excerpt
Exhibit C	Workers' Comp. Certificate
Exhibit D	Well Sites Map
Exhibit E	Anaerobic Digester Cell Gas Wells Map
Exhibit F	Requirements Applicable to System Installation and Operation
Exhibit G	Air Permits
Exhibit H	Payment Bond
Exhibit I	Performance Bond

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

II. THE SYSTEM

A. At its sole cost and expense, Contractor shall design, construct, install, operate and maintain a real time data and an automated landfill gas collection control system with monitoring at each of the Landfill well sites (150 sites) identified and depicted in Exhibit D hereto and at the eight anaerobic digester cell gas wells identified and depicted in Exhibit E hereto ("the System"). The System shall be installed, constructed, operated, and maintained in accordance with

all applicable laws and Exhibits A, B, and F including provision of remote and on-site labor, as well as necessary software and equipment, to support the System. The Landfill well sites and anaerobic digester cell gas wells, identified and depicted in Exhibits D and E, are located on a portion of the Landfill Premises and are collectively referred to herein as the "Landfill Wellfield." The System shall have the ability to make continuous, incremental adjustments to maximize the collection of methane from the Landfill Wellfield, as further described in Exhibits A and B.

B. Contractor as System Owner and Operator. The System will be owned by Contractor and will be operated and maintained and, as necessary, repaired by Contractor at its sole cost and expense; provided that any repair or maintenance costs incurred by Contractor as a result of the County's negligence or breach of its obligations hereunder shall be reimbursed by the County. The County shall be notified at least five (5) days in advance of such maintenance, unless emergency maintenance is required.

III. LICENSE

A. Subject to the receipt by the County of the required insurance and bonds required herein, the execution of this Agreement shall be deemed to constitute the granting of a revocable non-exclusive license coterminous with the Term of this Agreement to the Contractor to utilize the Landfill Wellfield for all purposes of this Agreement, including ingress and egress rights for Contractor and its employees, contractors and subcontractors. Contractor may enter upon, occupy and use the Landfill Wellfield to design, construct, install, start-up, test, operate and maintain the System and to receive Landfill Gas in accordance with the provisions of this Agreement and for no other purpose (the "License"). With respect to Contractor's access to the Landfill Wellfield, however, the License shall be limited to access during Landfill business hours (or non-business hours if approved in writing by the County) and during non-business hours in the event of an emergency or circumstance posing an imminent risk to human health, the environment, or the System and in a manner that minimizes inconvenience to and interference with the County's use of the Landfill Premises or Landfill business operations to the extent commercially practical, as further provided in Section V herein.

B. Except as expressly otherwise provided, Contractor shall assume all risks associated with such activities and shall indemnify, defend and hold harmless the County and the County Indemnitees in accordance with Section XIV herein.

C. The right of access contained herein does not grant the Company access to any portion of the Landfill Premises or any other structures, improvements, equipment, or any other systems, fixtures, or real or personal property owned, leased, operated, maintained, or occupied by the County except as necessary for the Contractor to access the System.

The County shall not, and shall ensure that its employees, agents and invitees do not, utilize the Landfill Wellfield in a manner that will materially interfere with the Contractor's installation, operation, maintenance and removal of the System.

D. The Contractor shall keep the Landfill Wellfield and the System free of all liens and shall further keep the Landfill Wellfield and the System neat, clean and substantially litter-free at all times, ensure that the operation of the System does not create any odor, litter, noise, fugitive dust, vector or other adverse environmental effects constituting a nuisance condition or violation of the County's air permit requirements under applicable laws or applicable permits, including the County's state and federal air permit requirements., as those permits may be amended, attached hereto as Exhibit G for reference. If such a nuisance condition occurs, the Contractor shall expeditiously remedy the condition, make all commercially reasonable improvements and changes in operating and management practices necessary to prevent a recurrence of the nuisance condition.

E. As compensation for the granting of the License by the County, Contractor shall pay the County the License Payment described in Section IV herein. The License granted by this Agreement shall terminate upon the termination of this Agreement in accordance with its terms.

IV. LICENSE FEE; CREDITS

A. No Cost to County. Contractor shall design, construct, install, operate, and maintain the System at no cost to the County. The System will be owned by Contractor and will be operated and maintained and, as necessary, repaired by Contractor at its sole cost and expense, as provided in Section I.B herein.

B. Tax Credits; License Fee. Contractor represents and warrants that it will apply for and participate in the federal 45Q tax credit program at the earliest opportunity authorized by the 45Q tax credit program or any other federal, state, or other local tax credit, tax benefit, or grant that may be available for the System ("Credits").

The County hereby agrees that the Contractor has the sole and exclusive right to make all filings and otherwise do all things necessary to avail the Credits, if any, to the Contractor, and expressly assigns, sells, sets over and transfers to the Contractor all right, title, and interest in any Credits determined from the Effective Date and continuing throughout the term of the Agreement. Credits shall be owned solely by the Contractor and may be transferred, dealt in, traded, or shared by the Contractor in its sole discretion. The County shall execute all documents and perform all acts reasonably requested by the Contractor to effect ownership of the Credits by the Contractor and as needed to facilitate the qualification for, management, and transactions of the Credits. The County agrees that the

Contractor shall have clear, unique, and uncontested title to all Credits, unencumbered by any liens or conditions of the County.

The Contractor has complete discretion to "market" and arrange the assignment and sale of the Credits. The appointment and engagement of the Contractor to market Credits is exclusive and may not be assigned to any other person. Further, the County shall not undertake to directly market and sell any Credits.

In consideration of the License being granted by the County pursuant to this Agreement, if Contractor obtains Credits in connection with the System, 20% (twenty percent) of the "net realized value" of such Credits actually received by the Contractor shall be shared with the County ("License Fee"). "Net realized value" shall mean all cash revenue realized by the Contractor from the use as a taxpayer or the sale of Credits from the Project, net of all direct costs up to $25,000 per calendar year, including but not limited to legal, accounting, and other fees and costs to assess the qualification of the Contractor and the Project Site for Credits, costs to validate the Project, and verify the Credits claimed to be available, costs for filings and other compliance (including the costs to prepare and make all IRS and other filings), necessary fees paid to regulatory entities and other third parties, and minus any sharing of Credits to third parties if and only if as mutually agreed, and any costs otherwise incurred by the Contractor to monetize the Credits. No Contractor internal costs shall be included in the net realized value calculation.

The License Fee shall be paid to County within 30 days of the Contractor's receipt of the actual net realized value of the Credit. Contractor's obligation to pay the License Fee to the County shall survive the expiration or termination of the Agreement with respect to any applicable grant, tax credit, or other related net tax benefit realized for the System after the expiration or termination of this Agreement.

The Contractor makes no representation or warranties in regard to the qualification for, validation, marketability, or "pricing" of the Credits. The County acknowledges there are uncertain dynamics associated with availing the Credits from landfill operations and that no such Credits may be obtained or be obtainable by the Contractor or any other operator of the gas process system at the Project Site. Further, the market for the Credits is likely to be dynamic and unstructured and no assurance is provided as to the ability to market and sell, or otherwise benefit from the Credits and that the market can change at any time for reasons beyond the control of the Contractor. Any regulatory compliance associated with the activities at the Project Site (including by way of example, obligations to any federal, state, or local environmental regulator or agency) remain the sole obligation of the County, and by undertaking the services, the Contractor does not

assume any such obligation for regulatory oversight.

C. Environmental Credits. The Contractor understands and acknowledges that the County, as the successor to MM Yolo Power LLC, is a party to a Renewable Power Purchase Agreement ("Renewable PPA") with the Sacramento Municipal Utility District (SMUD) dated November 7, 2005, pursuant to which SMUD is entitled to receive and must purchase all "Environmental Attributes," as defined in that a Renewable PPA up to 3.8 megawatts (MW). Contractor acknowledges having received a copy of the Renewable PPA. The Renewable Energy Credits or "RECs" related to the Environmental Attributes belong only to SMUD in accordance with the Renewable PPA and Contractor may not claim entitlement to any gas collected by the System or RECs generated by the System.

V. COUNTY OPERATIONS; COOPERATION

A. Notwithstanding anything in this Agreement to the contrary, it is understood and agreed by the Contractor that the County's primary obligation and purpose is the efficient and safe undertaking of its solid waste management operations at the Landfill in accordance with applicable laws and permits, and that the rights granted to the Contractor hereunder are secondary to such Landfill business operations (including the minimization of odors) and the requirements of the County under applicable laws and permits. The construction and operation of the System shall not materially interfere with the operational requirements of the County with respect to the Landfill. Subject to the preceding sentences, the County agrees to use good faith efforts to cooperate with the Contractor with respect to Contractor requests (in writing and upon reasonable notice) regarding reasonable accommodations necessary for planned construction and maintenance activities; provided, however, that it is the responsibility of the Company to use reasonable efforts to schedule and perform construction and maintenance activities of the System in a manner which will not materially interfere with the ability of the County to operate the Landfill.

B. Contractor further acknowledges and understands that the County will need to monitor the System periodically to ensure compliance with the County's applicable air permits (see Exhibit G hereto). Contractor shall not impede or interfere with such inspections by the County and County shall not be required to provide prior notice of such inspections to Contractor.

VI. SITE SUITABILITY CONFIRMATION

The Contractor acknowledges that the Company's agents and representatives have visited, inspected and are familiar with the surface conditions of the Landfill Premises and the Landfill Wellfield. To the best of the Contractor's knowledge as of the date of this Agreement, (1) the surface physical condition of the Landfill Wellfield relevant to the obligations of the Contractor

pursuant to this Agreement, including surface conditions, normal and usual soil conditions, roads, utilities, topographical conditions and air and water quality conditions; (2) all local and other conditions that may be material to the Contractor's performance of its obligations under this Agreement (including, but not limited to, transportation; seasons and climate; access, availability, disposal, handling and storage of materials and equipment); and (3) availability and quality of labor and utilities are adequate for an acceptable and suitable site for the construction of the System. The Contractor further acknowledges that it has received and reviewed all information or documents regarding the Site provided to it by the County related to the Site or obtained in the course of performing its obligations hereunder including, but not limited to, any geotechnical data provided by the County; and that based on the foregoing, to the best of the Contractor's knowledge as of the date of this Agreement the Landfill Wellfield constitutes an acceptable and suitable site for the construction of the System.

VII. REPORTS

A. Contractor shall provide such reports as are required by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Director, at the times and in the manner specified by this Agreement, or by the Director if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may terminate the agreement pursuant to the specifications herein.

B. County shall provide Contractor with all information pertinent to the System required of Contractor by this Agreement that is requested by Contractor and is within County's possession. No charge will be made for these materials.

VIII. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS; INTELLECTUAL PROPERTY

A. Professional and Technical Documents. Excluding intellectual property developed by Contractor with respect to the System, all professional and technical documents and information developed under this Agreement, and all work products, including plans, writings, work sheets, reports, and related data, materials, and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. In addition, basic data prepared or obtained under this Agreement, including the System's as-build plans, shall be made available and will be the property of the County without restriction or limitation on their use. No additional charge will be made for any of the foregoing.

B. Intellectual Property and Licenses. Contractor owns, or is authorized to use under patent rights, licenses, franchises, trademarks or copyrights, the technology necessary for the System without any known material conflict with the rights of

others. Contractor grants the County a limited right to use such intellectual property directly relating to the System for any County purpose directly relating to the System during the Term of this Agreement.

IX. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after termination of this Agreement or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the five years, Contractor shall notify the Director. Upon such notification, the Director shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

X. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

XI. TERM AND TERMINATION

A. The term of this Agreement shall be from the Effective Date through June 30, 2024 unless sooner terminated as hereinafter provided ("Term"). The Term of this Agreement may be extended by mutual consent for up to four optional one-year periods with a maximum term of five years.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty day period (or such longer period as is specified

in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. To the extent this Agreement may require payment by County to Contractor, if any, the Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for the County to satisfy any payment obligations it may have under this Agreement, the County may terminate this Agreement by ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 60 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Director to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute, or otherwise circulate any of the materials developed pursuant to this

Agreement and for which Contractor was compensated by the County without the express written permission of the Director.

XII. APPLICABLE LAWS; PREVAILING WAGE

A. In the performance of its obligations under this Agreement, Contractor shall comply with all applicable Federal, State, and local laws, ordinances, regulations, directives, orders, judgments, permits, approvals, laws, or other requirement of any governmental agency having jurisdiction, that apply to or govern the Landfill Premises or the System in force on the Effective Date and as they may be enacted, issued, or amended during the term of this Agreement.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

C. Contractor is aware of the requirements of Labor Code sections 1720 et seq. and 1770 et seq., as well as California Code of Regulations, Title 8 Section 16000 et seq. ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on certain "public works" and "maintenance" projects. Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification, or type of worker needed to perform work on the project available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the project site, including a schedule showing all determined general prevailing wage rates and all authorized deductions, if any, from unpaid wages actually earned. Contractor shall defend, indemnify, and hold the County, its officials, officers, employees and authorized volunteers free and harmless from any claims, liabilities, costs, penalties or interest arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

1. If total compensation is $15,000 or more for maintenance or $25,000 or more for construction, alteration, demolition, installation, or repair, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Consultant and all subcontractors performing such services must be registered with the Department of Industrial Relations. Consultant shall maintain registration for the duration of the Agreement and require the same of any subcontractors, as applicable. This Agreement may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Consultant's sole responsibility to comply with all applicable registration and labor compliance requirements that may apply under the Prevailing Wage Laws, including Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by

the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor-caused delay and shall not be compensable by the County.

2. The County will not recognize any claim for additional compensation because of the payment by Contractor of any wage rate as a result of the applicability of the Prevailing Wage Laws. The possibility of wage increases is one of the elements to be considered by Contractor in determining a bid and will not under any circumstances be considered as the basis of a claim against the County on the Agreement.

XIII. NON-DISCRIMINATION

Contractor certifies that any service provided or work performed pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XIV. CONTRACTOR'S RESPONSIBILITIES; INDEMNIFICATION

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. General Indemnification. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder.

C. Hazardous Waste Indemnification. Contractor shall indemnify, defend with counsel acceptable to the County, and hold harmless the County, its officers, agents, employees and volunteers from and against all claims, damages, (including but not limited to special, consequential, natural resources and punitive damages) injuries, response mediation and removal costs, losses, demands, debts, liens liabilities, causes of action, suits, legal or administrative proceedings, interest, fines, charges, penalties, attorneys' fees for the adverse party and expenses (including costs and fees) of any kind whatsoever paid, incurred or suffered by, or asserted against, the County arising from or attributable to any acts or omissions of Contractor, its agents, employees, contractors or subcontractors including but not limited to any repair, cleanup or detoxification, or preparation and implementation of any removal, remedial, response, closure or other plan concerning any hazardous substance or Hazardous Wastes brought to the Facility, the Landfill site or the Licensed Premises during the term of this Agreement, or handled by Contractor or its agents, employees, contractors, or subcontractors at any place where the Contractor conducts operations pursuant to this Agreement. The foregoing indemnity is intended to operate as an agreement pursuant to Section 107(e) of CERCLA, 42 U.S.C. Section 9607(c) and California Health and Safety Code section 25364, to defend, insure, protect, hold harmless and indemnity the County from liability. In circumstances where the indemnified parties are determined or alleged to also have been negligent, California's law on comparative negligence shall apply. The Contractor's obligations under this section shall survive termination of this Agreement.

D. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. Contractor and/or subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. In providing any defense under this Section, Contractor shall use counsel reasonably acceptable to the County Counsel.

E. Possessory Interest Tax. Contractor shall be responsible for all income, gross receipts, ad valorem, personal property or real property or other similar taxes, including any possessory interest taxes that may be created as provided in Revenue & Taxation Code section 107 and 107.6, and any and all franchise fees or similar fees assessed against it due to its ownership of the System, use of the Landfill Premises, or grant of the License provided herein.

XV. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general

liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – $2,000,000/occurrence and $4,000,000/aggregate

b. **Automobile Liability** – $1,000,000/occurrence (general) and $500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – $1,000,000/occurrence and $2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a

written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy 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 Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The Contractor shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

F. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

G. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and Contractor will provide proof of compliance to the County of Yolo.

H. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XVI. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XVII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:

Attn: Peter Quigley
Loci Controls, Inc.
14 Kendrick Road, Suite 2
Wareham, MA 02571
peter@locicontrols.com

County:

Attn: Director
Department of Community Services
Division of Integrated Waste Management
44090 County Road 28H
Woodland, CA 95776
marissa.juhler@yolocounty.org

B. Any party may change the address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days

prior to the effective date of the change.

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVIII. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XIV. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XX. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the

State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State. Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend $500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director.

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XXI. ASSIGNMENT AND SUBCONTRACTS

The services and obligations required of Contractor under this Agreement are not assignable in whole or in part. In addition, Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XXII. STATUS OF CONTRACTOR; RELATIONSHP OF PARTIES

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. Is further understood that the relationship between the County and Contractor shall not be that of partners, agents, or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. The parties, in performing any of their respective obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

C. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

D. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXIII. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXIV. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXV. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXVI. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXVII. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons or third parties (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been

given by case law.

C. Debarment

1 By signing this Agreement, the Contractor agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

2. By signing this agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

    a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

    b. Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

    c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2(b) herein;

    d. Have not within a three-year period preceding this application/proposal/ agreement had one or more public transactions (Federal, State or local) terminated for cause or default;

    e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and

    f. Will included a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

3. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the County program funding this

Agreement, and the County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Contractor written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.

4. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

5. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Contractor written notice of such termination.

XXVIII. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

CONTRACTOR

By_____
Peter Quigley, CEO/Chairman
Loci Controls, Inc.

COUNTY OF YOLO

By_____
Oscar E. Villegas, Chair
Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy
Board of Supervisors

By_____
Deputy (Seal)

Approved as to Form:

Kimberly Hood, Assistant County Counsel

I. INTRODUCTION

A. STATEMENT OF PURPOSE

The County of Yolo, Department of Community Services, Division of Integrated Waste Management ("County"), is requesting proposals from qualified developers ("Respondents") to provide appropriate software and hardware installation which will enable the monitoring and measuring of methane and other gases in a manner such that methane emissions can be more efficiently managed, controlled and limited. Additionally, the Yolo County Central Landfill requires access to the data associated with the monitoring and measuring services that will be used to calculate, validate and determine eligibility for the 45Q tax credit associated with the capture of methane.

Proposers who submit a response to this RFP must have the ability to meet the requirements, including the terms and conditions contained in this RFP.

B. SYNONYMOUS TERMS

As used throughout this proposal and its attachments, the following terms are synonymous:

1. a. Supplier, Vendor, Contractor
   b. Purchase Order, Contract, Agreement
   c. Services, Work, Scope, and Project
   d. Bidder, Offeror, Proposer, Respondent

2. "The County" refers to the County of Yolo, California.

C. SCOPE OF WORK

1) GENERAL DESCRIPTION/BACKGROUND INFORMATION:

a. The Yolo County Division of Integrated Waste Management operates the Yolo County Central Landfill, an active landfill and biogas plant at its location at 44090 County Road 28H, Woodland, CA 95776. Biogas is extracted from the landfill through a series of wells that extend into the waste mass and as part of current operations, the wells are manually monitored and tuned on a regular basis.

b. The County has over 150 landfill gas wells (see Attachment 3) and estimates that approximately 150 landfill gas wells qualify for an automatic well-head control. In addition, the County has eight anaerobic digester cell gas wells (see Attachment 4) and 6 header line locations. It is up to the Respondent to determine which of the landfill gas wells would be best to monitor and control based on the historical data the County can provide.

c. This project will include the installation of remote monitoring equipment and automated control valves that will have the ability to make continuous, incremental adjustments to maximize the collection of methane from the wellfield.

d. The County is aware of the 45Q tax credit and is interested in partnering with a Respondent that would share revenues from such tax credit.

e. 45Q tax credit is for investment in new equipment to enhance the performance of an existing gas capture system from a large emission source.

f. Threshold for a qualifying facility is 12,500 metric tons/year of CO2 captured (1,000-1,500 scfm of LFG captured depending on CO2 concentration). See Attachment 6 for historical CO2 equivalent emissions (2016-2021).

g. 45Q requires that a Life Cycle Analysis be conducted on the utilization process considering the global warming potential of all greenhouse gases captured with the

carbon oxides and utilized in the manufacturing process – the destruction of the methane as part of the process of generating electricity from landfill gas results in a very significant emission reduction from this application as demonstrated by the Life Cycle Analysis.

h. Contractual relationships are permitted for credit ownership between multiple owners of the gas capture system, as well as "utilizer" of the captured landfill gas.

i. Respondent must provide rational for percentage of revenue sharing from tax credit based on recovery of capital cost and the annual operation and maintenance costs for either Pricing A or Pricing B. Higher revenue sharing proposal to the County will result in more evaluation criteria points.

j. Respondent must be familiar with all site conditions to respond to this RFP. Upon finding any omissions or discrepancy in the Proposal documents, the Respondent shall notify the Issuer immediately so that any necessary addenda may be issued. Failure of the Respondent to completely investigate the locations and/or to be thoroughly familiar with the contract documents and all addenda shall in no way relieve the Respondent from any obligation with respect to the Proposal.

k. The County is seeking proposals from qualified developers for three scenarios:

- **Pricing A:** County purchases license for software and purchases all equipment. Respondent installs all equipment and provides ongoing monitoring and maintenance services.
- **Pricing B:** County purchases license for software and Respondent supplies and owns all equipment and provides ongoing monitoring and maintenance services.
- **Pricing C:** County does not purchase software or hardware, nor pays for maintenance. County receives only a revenue sharing proposal.

Proposals may address any one of the scenarios or provide proposals for more than one scenario, or a combination thereof.

2) TECHNICAL SPECIFICATIONS:

a) CONTRACTOR MINIMUM GENERAL WORK REQUIREMENTS:

Contractor shall:

- Furnish all equipment, tools, and labor for the installation of monitoring equipment and controls and any required maintenance for the period of the agreement.
- Provide field service support for continued maintenance, repair, or replacement of the equipment for the period of the agreement. Response to on-site service calls shall be within 1 business day. All costs for labor and materials associated with this support shall be included in the proposed cost.
- Provide remote operating and wellfield tuning support from a landfill gas collection analyst for the period of the agreement. Response times to email or telephone communications shall be within 1 hour during normal business hours. All costs associated with this support shall be included in the proposed cost.
- Be able to demonstrate improvements in the quantity and quality of landfill gas collected from the wellfield as a result of the installation of the equipment.

- Provide the monitoring and verification of the total carbon reduction, as well as preparation and submission of this information for the 45Q tax credit. The County shall be provided access to audit this paperwork at any time. Contractor shall be responsible for reporting accurate information when filing for this tax credit and will be solely responsible for any reporting errors. Contractor shall not take back any County shared revenue based on any discrepancies or errors when filing.

- Contractor shall keep all records, reports and historical data for a period of seven (7) years.

3) VENDOR MINIMUM REQUIREMENTS:

a) Vendor shall have at least three years' experience with installation of monitoring equipment and controls related to the monitoring and measuring of methane and other gases.
b) Vendor shall have at least three years' experience with the monitoring & measuring of methane and other gases.
c) The Respondent must hold all current State required contractor licenses to perform this work.
d) Vendor shall comply with Prevailing Wage requirements (Labor Code 1720 et sq.) since this is considered a Public Works Project. Per Public Works Contractor Registration Law [SB 854], Contractors and Subcontractors who intend to bid or perform work on this Project must be registered with the Department of Industrial Relations.
e) Vendor shall have completed at least one project of the size and scope of this proposal in the last two years.

4) **SOFTWARE/EQUIPMENT SPECIFICATIONS:**

a) Vendor shall state the proposed software and hardware required to be used for the monitoring and measuring of gases.
    - This system shall remotely monitor wellfield data and automatically or manually make adjustments to gas targets and valve settings real-time via computer, tablet or cell phone.
    - Yolo County shall have immediate access and ownership of gas well-head data from the County Landfill.

b) Vendor shall describe in detail what changes will be made to the existing gas well-heads. Normal and mandatory adjustment of well-heads will continue and any equipment or changes to the well-heads shall not interfere with third-party reporting.

c) Regarding valves & controls, vendor shall remotely and automatically make adjustments to the applied pressure at each landfill gas well to optimize gas quality and flow and maximize methane collection

d) Vendor shall provide analyzing & monitoring equipment which meets the following requirements:

    - Shall be Solar Powered
    - Shall be compatible with 2", 4" or 6" HDPE or PVC piping
    - Shall include Wireless Communication
    - Shall include Automatic Calibration

- Shall allow Yolo County immediate access to the well-head data as being collected

e) Vendor shall provide the analyzing and monitoring of equipment remotely at each landfill gas well location (assume 158 locations in which 8 locations will be anaerobic digester gas wells) based on sensor accuracy specifications below:

- Methane (with an accuracy +/- 0.5% by volume)
- Carbon Dioxide (with an accuracy +/- 0.5% by volume)
- Oxygen (with an accuracy +/- 0.25% by volume)
- Balance Gas (with an accuracy +/- 1.25% by volume)
- Flow (scfm)
- System Vacuum (in. w.c.)
- Temperature

NOTE:
The County will be able to increase or decrease the number of monitoring locations without any additional cost or penalties to the County for the yearly software license fee. Equipment shall be added or delete without penalty to the County. The Vendor shall supply additional equipment at the rates agreed upon in the proposal and any increase rates allowed in the RFP for additional contract extensions.

f) Vendor shall provide the analyzing and monitoring of equipment remotely at each landfill location within the landfill gas header piping (assume 6 locations), based on sensor accuracy specifications below:

- Methane (with an accuracy +/- 0.5% by volume)
- Carbon Dioxide (with an accuracy +/- 0.5% by volume)
- Oxygen (with an accuracy +/- 0.25% by volume)
- Balance Gas (with an accuracy +/- 1.25% by volume)
- Flow (scfm)
- System Vacuum (in. w.c.)
- Temperature

NOTE:
The County will be able to increase or decrease the number of monitoring locations without any additional cost or penalties to the County for the yearly software license fee. Equipment shall be added or deleted without penalty to the County. The Vendor shall supply additional equipment at the rates agreed upon in the proposal with any negotiated rate increases allowed in the final agreement for additional contract extensions, consistent with Section VI.I of this RFP (Price Escalation).

g) Vendor shall provide cloud access to the system in real time, 24/7, 365 days a year.

5) SOFTWARE/HARDWARE ACCEPTANCE TESTING:

a) The County reserves the right to test the software/hardware and equipment for a period of ninety (90) days prior to acceptance to determine that the product functions as outlined in this document. During the final phase of acceptance testing if the system is not fully functional the time will reset for a period of thirty (30) days to complete the process.

b) If problems are still being encountered during this acceptance period, or for any reason, the County isn't satisfied with the performance of the Contractor, software or equipment,

all products will be removed from the site and any service fees or installation costs paid to the Contractor will be reimbursed to the County.

c) As noted above, failure by the Contractor to provide a system that performs as stated in their RFP response shall result in rejection by the County. If Bidder has any exceptions to this clause, they must be stated clearly in the response.

6) SOFTWARE/HARDWARE FIXES, UPGRADES & FUTURE SOTWARE OPTIONS:

a) For a period of not less than twelve (12) months, after the County's acceptance of any software or hardware used in this proposal, the Respondent shall correct any and all errors in the software regardless of whether the error is brought to the attention of the Respondent by another user of the software by the County, or by any other person. This shall be considered the minimum warranty period.

b) Upgrades/Enhancements
For a period of not less than twelve (12) months after the project completion and the County's acceptance of any software used in this proposal, the Respondent shall provide to the County, at no additional cost, any changed or enhanced versions of the software within thirty days after the changed or enhanced versions are made available to customers.

c) Future Software Options and Replacement Software
The Respondent shall make available after the acceptance date of any software licensing that the County has initially paid, the opportunity for the County to acquire any future software or replacement software within the following options:

- At the lesser of the Respondent published purchase price for the software license options or replacement software, or
- The difference between the Respondent's published purchase price for the replacement software or software options and the current or most recent purchaser license fee for the software or software options previously acquired by the County under this Agreement.

This provision shall remain in effect for the duration of the lifetime of the software.
The respondent also will register all software used in this implementation to Yolo County

d) All software system licensing & maintenance support shall be billed on a yearly basis.

7) AWARDED CONTRACTOR REQUIREMENT:
The successful Awarded contractor(s) must supply all insurance requirements as required in the sample County contract Attachment "1," which includes the Yolo County Insurance Requirements in Section XI of the sample contract, as well as a performance bond and a payment bond in the forms attached hereto as Attachment "2" for 100% of the project construction costs.

D. CONTRACT TERM: Contractor(s) agrees to provide services as specified in the RFP document for an initial one (1) year term with the option of renewing for up to four (4) additional one year terms based upon mutual agreement for a maximum contract term of five (5) years.

E. PROPOSAL DEADLINE
Proposals shall be submitted no later than the Proposal Deadline time and date detailed in the Section II, RFP Schedule of Events. Proposers shall respond to the written RFP and any exhibits, attachments, or amendments. A Proposer's failure to submit a proposal as required before the deadline shall cause the proposal to be disqualified. Late proposals shall not be accepted nor shall additional time be granted to any potential Proposer.

F. SUBMITTING PROPOSALS

The required method of submitting your proposal is electronically through BidSync.

It is the sole responsibility of the proposer to ensure their proposal reaches BidSync, LLC before the closing date and time. If you have any questions regarding the submittal of this proposal, please contact BidSync at 1(800) 990-9339, for vendor support.

Late proposals shall not be accepted nor shall additional time be granted to any potential Bidder/Offerer.

G. ADDENDA

Any additional information not included in this solicitation which the County finds necessary and material to responding to the RFP will be posted as an addendum on BidSync. Answers to questions submitted through BidSync shall be considered addenda to the solicitation documents.

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Exhibit B- Proposal Excerpt

METHANE CAPTURE & EMISSION REDUCTION

Exhibit "A"
Proposal Transmittal Letter

Monitoring and Measuring Methane & other Gases

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a) Name and address of Proposer/Contractor.

LoCI Controls, Inc
14 Kendrick Road, Suite 2
Wareham MA, 02571
(617) 575-2716

b) A statement that the proposal is in response to this Request for Proposal (RFP).

This proposal from LoCI Controls, Inc. is in response to Yolo County Solicitation GSDRFPKK2207, Monitoring and Measuring Methane and other Gases

c) Affirm that the Proposer meets the minimum qualifications stated in this RFP and understands the work to be done. Provide a statement demonstrating your firm or team's ability to accomplish the scope of services in a comprehensive and thorough manner to meet the needs of the County.

LoCI Controls meets the minimum qualifications stated in this RFP and understands the work to be done. Founded in 2013 by two graduates of Massachusetts Institute of Technology, Loci Controls has developed automated landfill gas collection control technology that increases landfill gas collection and reduces harmful CO_2 and methane emissions from landfills. Loci Controls' automated landfill gas collection control system uses solar-powered measurement sensors mounted directly on each collection well at a landfill and uses cloud-based algorithms and analytics to make frequent, small flow adjustments to each collection well to optimize the gas collection process. Based on an independent, peer-reviewed study, Loci Controls' automated landfill gas collection system resulted in a 13% – 24% increase in landfill gas captured (and, correspondingly, emissions reduced) compared to industry standard manual well-field tuning. Through their technology and process, and as verified by independent lifecycle analysis, Loci has demonstrated the capture and utilization of carbon oxides to generate electricity from landfill gas reduces carbon oxide emissions by on an average 50,000 metric tons per year at a single project.

d) State the names of the persons who will be authorized to make representations for the Proposer, their job titles, addresses, telephone numbers and e-mail addresses.

Peter Quigley
CEO/Chairman
14 Kendrick Road, Suite 2
Wareham, MA 02571
Mobile: 508-728-4426
Email: peter@locicontrols.com

Raynor Roszkowicz
Vice President of Admin & Finance
14 Kendrick Road, Suite 2
Wareham, MA 02571
Mobile: 774-991-4303
Email: raynor@locicontrols.com

Matt Taylor
Director, Business Development
14 Kendrick Road, Suite 2
Wareham, MA 02571
Mobile: 724-433-9234
Email: mtaylor@locicontrols.com

Nicole Neff
Director of Environmental Attributes
14 Kendrick Road, Suite 2
Wareham, MA 02571
Mobile: 360-801-0899
Email: nicole@locicontrols.com

e) The name, title and original signature of the individual who is authorized to commit the contractor to the proposal. State that the person signing the letter is authorized to bind the Proposer. (Contractor additionally to fill out supplied County Signature Page)

Peter Quigley
CEO/Chairman
14 Kendrick Road, Suite 2
Wareham, MA 02571
Mobile: 508-728-4426
Email: peter@locicontrols.com

METHANE CAPTURE &
EMISSION REDUCTION

Exhibit B – Proposal Questionnaire

Monitoring and Measuring Methane & other Gases

INSTRUCTIONS:

- The Evaluation Criteria specified below will be used to score proposals as stated in the RFP **Section III., Paragraph Q.** Award of Proposal.
- Proposers shall provide the information requested in the Evaluation Criteria specified below, in the order given.

I. General Company Information

A. Company Overview—provide an introduction and general description of Proposer's background, nature of business activities and experience in providing the services requested by this RFP. If Proposer is the subsidiary of a larger corporation, describe the relationship and also the extent to which your parent corporation is financially obligated to uphold the commitments made by Proposer.

LoCI is a real time data and control platform company that uses a patented technology to increase methane capture and reduce emissions from landfills.

Founded in 2013 by MIT graduates, the Company's patented technology combines on-site measurement system with cloud-based software, data management and automation, and field as well as remote operating support. The result is improved methane capture and emission reduction from landfills for our gas collection system operators who convert methane to Renewable Natural Gas or Renewable Electricity. More methane captured means increased revenue and financial returns for both landfills and the downstream RNG or Electricity producers who use landfill gas as a feedstock.

LoCI is led by Peter Quigley, CEO & Chairman, a seasoned leader in disruptive energy technologies. The Company's proprietary platform leverages algorithms and automation to optimize the gas collection process based on real-time data and is also supported by a team of analysts who operate remotely, monitor measurements, and respond in real-time to atmospheric or changing gas collection system conditions.

LoCI is the lowest cost, no land-use, high-impact solution to slow the rate of global warming and generate environmental attributes across the methane reduction ecosystem.

B. Describe your agency's background and depth of ability to ensure services are provided, including:
   1. The total number of employees.
      41 Employees

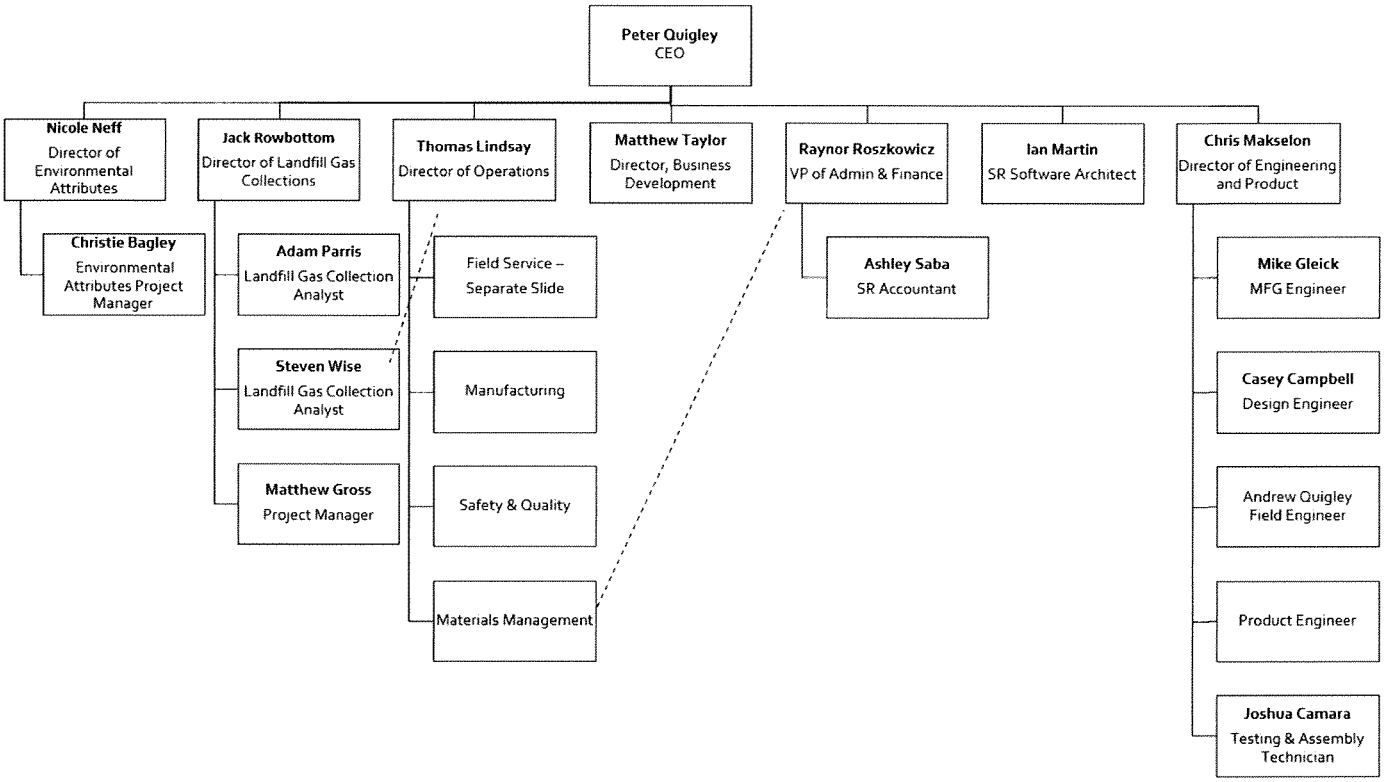
LOCI CORPROATE OFFICE
14 Kendrick Road, Suite 2
Wareham, MA 02571

sales@locicontrols.com | 617-575-2716 | www.locicontrols.com | patents: www.locicontrols.com/patents.php

2. A description of your agency's business structure, including an organizational chart, and names and descriptions of key personnel, who will be assigned to provide services.

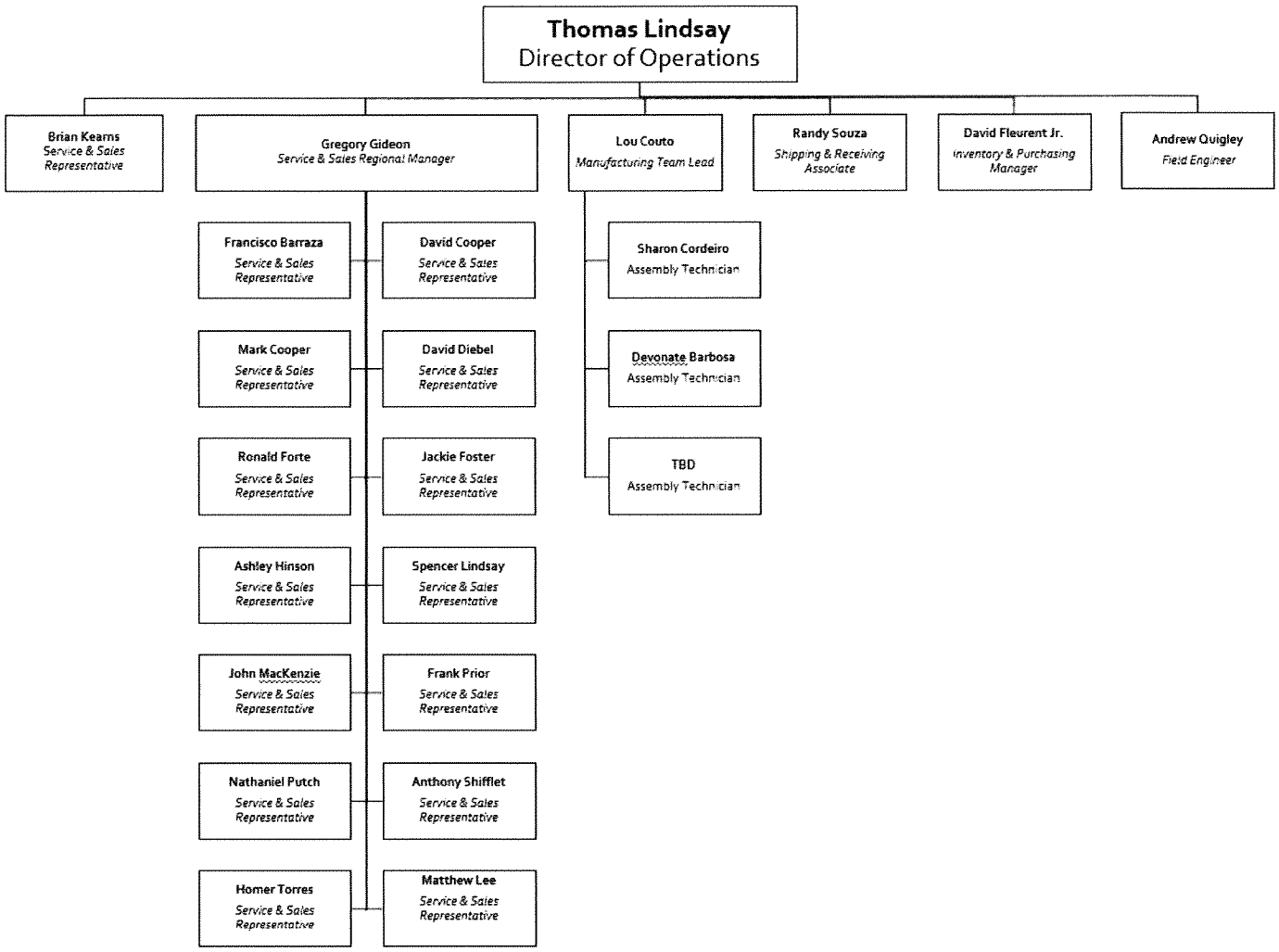
LoCI Controls is a corporation, org chart attached

LOCI CONTROLS, INC.
Organization Chart
2022



METHANE CAPTURE &
EMISSION REDUCTION

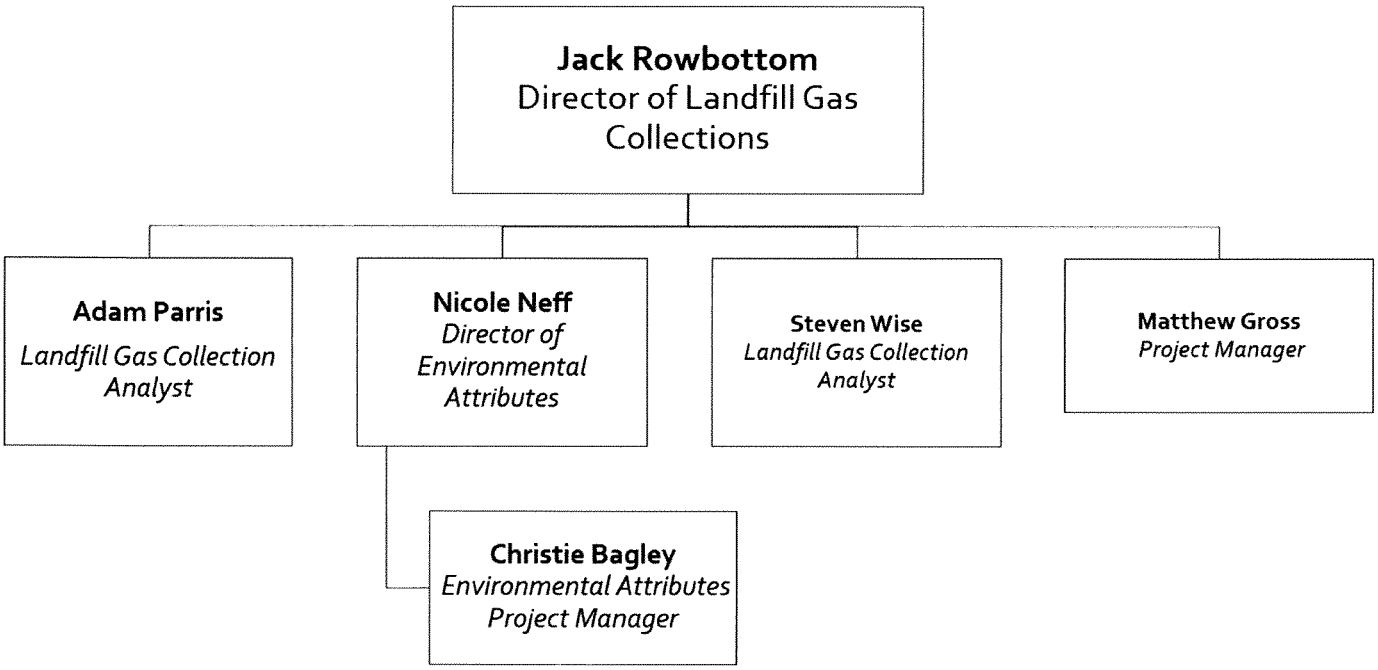
LOCI CONTROLS, INC.
Organization Chart
2022
Operations



LOCI CORPROATE OFFICE
14 Kendrick Road, Suite 2
Wareham, MA 02571

sales@locicontrols.com | 617-575-2716 | www.locicontrols.com | patents: www.locicontrols.com/patents.php

LOCI CONTROLS, INC.
Organization Chart
2022
Landfill Gas Collection Team



Key Personnel:
Peter Quigley - CEO / Chairman
Raynor Roszkowicz - VP of Admin & Finance / Corporate Secretary

Providers of Services:
Thomas Lindsay – Director of Operations
Jack Rowbottom – Director of landfill gas collection

3. List all applicable licenses, certifications, and expiration dates including DIR Registration#

   No applicable licenses. NO DIR # - LoCI can apply if needed

II. Experience & Qualifications

A. Vendor Minimum Requirements

Provide documentation regarding how you meet the following minimum requirements:

1. **Vendor shall have three years' experience with installation of monitoring equipment and controls related to the monitoring and measuring of methane and other greenhouse gases.**

   LoCI Controls was founded in 2013 by MIT graduates, LoCI Controls is the first company to provide automated landfill gas collection. LoCI utilizes patented and patent pending technology and control algorithms to monitor and control the landfill gas -collection process. Through continuous monitoring and control of the landfill gas-collection system, LoCI increases gas-collection system efficiency. LoCI increases methane collection, gas quality, and profits for landfill gas-to-energy project operators. Through the use of wellhead monitoring and automated control, both plant and employee productivity are also improved, and there is a significant reduction in man-hours spent manually tuning wells in vast wellfields. LoCI's products and services are proven to improve gas-collection efficiency while reducing fugitive emissions and odors emanating from landfills.

2. **Vendor shall have three years' experience with the monitoring & measuring of methane and other greenhouse gases.**

   LoCI has more than five years of experience operating on a commercial basis real time data and automated landfill gas control systems at landfills in the United States. LoCi's automated landfill gas collection equipment is currently operating at over 30 landfills as of December, 2022, with just under 2,000 collection points at these landfills with LoCI Controller or Sentry hardware units installed and operating. LoCI has published three joint industry papers with Energy Power Partners McCommas Bluff RNG project, who has used LoCI's real time data and automated control system since 2017 (with over 225 collection points with LoCI Controllers), Enerdyne Power System, Lawrence, KS RNG project in July 2018 – with over 200 Controllers installed currently, along with Aria RNG project at OK City which operated between 2018 and Aria's sale to Archaea Energy, in 2021.

   LoCI is currently provided real time data and control systems at 17 landfill RNG projects, and three landfill gas to electricity projects. Two of the landfill gas to electricity projects have validated/verified carbon credit projects per the American Carbon Registry voluntary carbon credit standard, and one of these projects will be the first project where Federal 45Q tax credits for carbon capture and utilization will be filed – South Wake County landfill, North Carolina.

   Energy Power Partners – www.energypowerpartners.com
   McCommas Bluff Landfill – Dallas, TX
   Project Start – July 2017
   Current Configuration – 225 Controllers, 20 Sentries
   Video – DCEMB Case Study https://youtu.be/33_WcvJxidY

Enerdyne Power Systems Inc. – http://landfillgroup.com/enerdyne/

Aria, OK City Project – www.locicontrols.com

3. **Vendor shall have completed at least one project of the size and scope of this proposal in the last two years.**

   As noted above, LoCI's South Wake County Project which started in January, 2022 will be the first project to generate 45Q tax credits. Landfill gas collection at this project is over 2,600 scfm, with a on-site electricity generating facility owned/operated by Ingenco, with an installation of LoCi's real time data and control system on all collection wells, aggregate header monitoring, and also includes 29 real time liquid level measurement systems on collection wells with pumps.

   As outlined above, LoCI has extensive operating experience on a commercial basis on landfill renewable natural gas projects, of similar and larger scale to the Yolo County landfill gas collection system.

III. Capabilities and Skill

Vendor shall:

1. **Provide information showing they possess the knowledge, understanding and specialized experience required in methods, techniques, technology, and guidelines required for the performance of the required work in this RFP.**

   LoCI is the market leader in the development, and commercialization of real time data and automated control technology to improve landfill gas collection operations, and to minimize emissions. LoCI's data, hardware, automation platform is the subject of nineteen issued US Patents, and additional US and foreign patents are pending.

   LoCI has also been the market leader in leveraging public policy opportunities to add value to landfills that use real time data and control technology. LoCI worked with the American Carbon Registry to create a peer reviewed carbon credit standard that could generate emission reduction voluntary carbon credits at NSPS regulated landfills. In addition, LoCI has been a leading advocate with the US Government – Treasury, IRS, DOE and EPA, involving the application of the 2018 tax credit, 45Q – Carbon Capture, Sequester, Storage and Utilization – by submitting public comment during the rule making process in both 2019 and 2020, as well as giving public oral testimony to the US Treasury Department during rule making process in September 2020. With the recent passage, August 2022, of the Inflation Reduction Act, LoCI has continued this leading advocacy position with further submission of public comment in response to the IRS and US

Treasury department request for public comment on 45Q law based on modifications made in the Inflation Reduction Act.

The LoCI - South Wake County - Ingenco landfill gas to electricity project, which commenced in January, 2022, will be the first 45Q project in the landfill gas to energy industry to be filed under the 2018 law.

2. **Provide a summary of relevant background information to demonstrate the vendor, employees and subconsultants/subcontractors have the capacity and capability to perform the work required in this RFP. Include resumes of key personnel and subconsultants who will be working on this project.**

   As outlined above, LoCI's real time data and control system has been operating for up to five years, and today is on more than thirty landfills in the US, with approximately 20% of all of the operational landfill gas to renewable natural gas projects in the US utilizing LoCI's real time data and automated control system to optimize gas collection operations.

3. **Provide information demonstrating comprehensive knowledge and experience of relevant emission and environmental laws and regulations, and experience with implementation of projects related to such laws and regulations.**

   As noted above, LoCI worked with the oldest voluntary carbon registry in the United States, the American Carbon Registry, to develop a new standard that allows landfills which use LoCI's real time data and automated control system to generate carbon credits for incremental improvement in methane capture, and emission reduction, compared to historical manual well field tuning performance at landfills.

   https://americancarbonregistry.org/carbon-accounting/standards-methodologies/landfill-gas-destruction-and-beneficial-use-projects

   In addition, LoCI has been in discussions with the California Air Resource Board, and has submitted public comment on the ongoing LCFS rule making process, to advocate methane emission reduction recognition under the Low Carbon Fuel Standard program, to allow landfills which use a real time data and control system and which increase methane capture, and reduce emissions – to generate methane emission credit (-500 carbon intensity) – which we are optimistic could be incorporated in CARB LCFS regulations in the future.

   On most significant for this proposal, the public record supports that no company has advocated more consistently and forcefully for the application of the 2018 45Q tax credit to the landfill gas

to energy sector. As noted above, the LoCI, Wake County, Ingenco project will be the first project in the landfill gas to energy sector, to file a 45Q tax credit for 2022 results at this project.

IV. Proposer's Understanding of Project & Location:

Vendor shall:

1. Provide a summary of your understanding of your responsibilities should you be awarded this contract.

   This should include the following:

   a) Describe in detail what changes will be made to the existing gas well-heads. Normal and mandatory adjustment of well-heads will continue and any equipment or changes to the well-heads shall not interfere with third-party reporting.

   b) Regarding valves & controls, vendor shall remotely and automatically make adjustments to the applied pressure at each landfill gas well to optimize gas quality and flow and maximize methane collection. Vendor shall explain how their system performs this function and provide a sample of the reports that can be generated.

LoCI – Controller

The LoCI Controller is a core component of LoCI's well-mounted landfill gas collection system, increasing gas collection system efficiency, improving productivity, and reducing environmental, health, and safety risks. The LoCI Controller is recommended for all active collection wells in the landfill gas collection system.

Features

- Measures landfill gas composition (methane, oxygen, carbon-dioxide, calculated balance gas), landfill gas temperature and ambient temperature and barometric pressure
- Measures flow at each collection well using patented Venturi Flo-Wing to reliably measure flow
- Pressure applied to the collection well, as well as system or available vacuum (pressure above or below the LoCI actuated valve).
- Actuated ball valves available in 2", 3" or 4" sizes
- Data displayed in real-time on the WellWatcher® user interface
- Automated, precision-controlled ball valve that regulates flow at each well
- Automated control based on LoCI's control algorithms or landfill collection system operators' collection system set points, or via "remote manual" valve adjustments.

METHANE CAPTURE &
EMISSION REDUCTION

LoCI – Sentry

Used in conjunction with LoCI's Controller, the Sentry monitors gas composition at headers or at the inlet to the plant, to provide aggregate or sectional data for wellfield oversight. Where a flow meter is installed in a header, or at the aggregate gas collection point, the data from the flow meter can be integrated into the Sentry system. Installation of the LoCI Sentry is recommended to integrate plant-level aggregate gas quality into the LoCI Control system and also Sentry's should be used at gas collection system header lines to provide wellfield sectional analysis to help diagnose sub-surface or air intrusion from a section of the collection system.

Features

- Measures landfill gas composition in header ((methane, oxygen, carbon-dioxide, calculated balance gas))
- Input of external thermister for header or aggregate landfill gas temperature, or input of external flow meter data.
- Data displayed in real-time on the WellWatcher® user interface

LoCI – Liquid Level Measurement

Liquid levels inside individual collection wells in a landfill gas collection system can significantly impact overall gas collection system efficiency. Proper control and measurement of liquid levels ensures that a sufficient length of perforated wellbore is exposed, ensuring effective gas collection.

LoCI Controls can integrate liquid level measurement into the LoCI Automated Landfill Gas Collection System and WellWatcher® user interface to improve landfill gas operations, reduce field response times, and ensure more efficient downhole pump maintenance.

Features

- Air-tight measurement system that measures liquid levels inside wellbore within +/- 1 ft. accuracy
- Electronic alerts (texts or e-mails) to notify on-site personnel when liquid levels exceed thresholds
- Standard well caps can be used with LoCI's liquid level measurement system

WellWatcher®

At the heart of the LoCI system is the WellWatcher® analytics and control platform. It is cloud-connected data and control technology that provides landfill gas collection system operators 24/7/365 real-time visibility into the entire wellfield, increasing methane collection system efficiency, improving productivity, and reducing harmful emissions.

LOCI CORPROATE OFFICE
14 Kendrick Road, Suite 2
Wareham, MA 02571

sales@locicontrols.com | 617-575-2716 | www.locicontrols.com | patents: www.locicontrols.com/patents.php

Features

- Cloud-based user interface and data analytics platform providing landfill gas collection visibility, improved safety, boosted performance, and streamlined operations
- Graphical user interface allows real-time wellfield accessibility 24/7/365 via desktop, laptop, or tablet
- Map view or table view with exportable data for both individual wells and aggregate wellfield data
- Operator configured automation and alert thresholds, on a system basis as well as on an individual collection well basis.
- Monthly gas collection system reporting.
- All landfill gas collection system data is secured using TLS encryption and certificate-based host authentication; servers are hosted at Amazon Web Services (AWS), an ISO-27001-certified cloud provider

c) **Be able to demonstrate improvements in the quantity and quality of landfill gas collected from the wellfield as a result of the installation of the equipment. Provide information on how vendor is able to do this with their system.**

LoCI will prepare quarterly reports on the gas collection operations, using the methodology established pursuant to the peer reviewed American Carbon Registry, to calculate the incremental methane captured, and decrease in emissions, resulting from leveraging real time data and automated control technology to enhance gas collection system operations at Yolo County. It would also be expected that aggregate gas collection and MMBTU flow to the Yolo County electricity generating facility will reflect an increase in methane capture, and resulting emission reduction through leveraging of real time data and control technology to support Yolo County operations.

d) **Provide knowledge of and any experience filing for the 45Q tax credit.**

The IRS did not finalize rules for 45Q tax credits pursuant to the 2018 law until January 2021, and immediately upon the transition to the Biden Administration, it was made clear in public statements that a top environmental priority of the Biden Administration was to change 45Q to increase the incentives, and accelerate the impact of emission reduction which is the goal of the tax credit. Throughout 2021 there were very public announcements about these planned policy changes, and it wasn't until late 2021 that finally the opposition by US Senator Joe Manchin to the "Build Back Better" law prevented changes to 45Q. LoCI held off starting our first 45Q project while these very public deliberations were ongoing, and decided to launch our first 45Q project which started operation in January, 2022 at Wake County North Carolina, to ensure that we were in a position to file a 45Q tax credit for 2022 results. Since 45Q is a tax credit, the filing of tax

returns is only done once per year, so the Wake County project will be the first 45Q landfill gas to electricity tax credit filed under the 2018.
In August, 2022 the Inflation Reduction Act (IRA) included changes to 45Q that had been discussed previously, and any project, including Yolo County project if LoCI is successful with this response to request for proposal, will have the benefit of enhancements made to the 45Q tax credit program and passed into law per the IRA.

e) **Provide information on how their system monitors and verifies of the total carbon reduction in order to file for the 45Q tax credit**

The 45Q tax credit is a credit to stimulate investment to improve the gas capture system at an industrial facility which captures at least 12,500 metric tons per year of Carbon di-oxide. The credit in the case of 45Q applied to LoCi – Yolo County landfill gas to electricity project, would be equal in a tons per year, the total amount of CO2 which is collected by the landfill gas collection system with the new real time data and control system, which is used as integral component part of landfill gas – to generate electricity. It is necessary to measure the CO2 concentration, and flow of aggregate gas collected that is used in the electricity production process., as well as reporting on the amount of electricity produced from the landfill gas.

f) **Provide rational for percentage of revenue sharing from tax credit based on recovery of capital cost and the annual operation and maintenance costs for Pricing A, Pricing B and/or Pricing C scenarios.**

LoCI has pioneered the qualification of landfill gas to electricity, and real time data and automated controls – and has incurred exclusively at our expense both the development of LoCI's patented system, as well as the "pathway" to create 45Q tax credits through the use of LoCI system at landfills.

Two cost proposals are provided in response to this RFP:

Scenario A where Yolo County purchases the equipment and LoCI provides support both on location, and remote, and would result one time expense for Yolo County to purchase LoCI hardware platform of $1,552,600, and on an annual operating expense and software license to operate LoCI's real time data and automated control system for $367,600 per year. Based on a projected capture and use of CO2 with the LoCI system, of approximately 16,000 Metric Tons per year pursuant to 45Q tax credit, this would generate just under $1M per year of 45Q tax credit, of which 50% would be to the benefit of Yolo County. In addition, through the use of LoCI's real time data and automated control system, it is expected that methane and CO2 capture will increase by 10% - 20% as compared to gas collection with manual wellfield tuning operations –

which should result in incremental electricity produced from the Yolo County landfill gas to electricity plant.

Scenario B – LoCI would provide a software license, the real time data and control system hardware, as well as both on site as well as remote support for Yolo County's gas collection system operations, would cost Yolo County $0 annually, and would generated approximately $200,000 45Q tax credits annually during the term of this project.

V. Proposer's Approach to Project & Project Schedule:

Vendor shall:

1. **Provide a detailed plan for changes to the present system. This implementation plan must include all work scope required by the County.**

   LoCI Controller is mounted downstream of the manual valve on Yolo County wellheads, on the vacuum riser, and minimum if any modification to the Yolo County infrastructure is required – repairs of ageing kanaflex hoses, or wellhead caps/seals are often recommended at time of LoCI system installation to ensure overall gas collection system is in good working order, and to minimize leaks/air intrusion. Individual Controller installations normally require one man hour per unit, and can be removed and system restored to condition before LoCI system installation in less than one man hour per unit.

   Sentry devices are header monitoring devices, and depending on header locations – if bured or above ground – and if there are any sample ports, little or no modification to headers are required for Sentry monitoring equipment installation.

2. **Provide a detailed explanation of the vendor's approach to this implementation.**

   LoCI's field service organization will conduct an installation survey, and have a follow up planning discussion with Yolo County personnel to agree upon installation plan, timing, schedule, and responsibilities. Ordinarily, a pre install survey would be conducted within two weeks of having signed agreements to move forward, and installation could be scheduled by mutual agreement after installation planning review meeting.

   After LoCI system is installed, for one to two weeks LoCI's Controllers would have the valve 100% opened and the manual valve would continue to control vacuum applied to the collectors. This time period is to troubleshoot the installation, and LoCi equipment, and begin to characterize the individual gas collection wells performance and behavior. In consultation with Yolo County operations – a transition to LoCI control would be agreed, and would normally occur in phases over the course of one week, say with 20% of the collectors being transitioned to LoCI system control – by

slowing opening the manual valve, while close the LoCI valve, until the applied vacuum after transition to LoCi control, matches the applied vacuum immediately before transition.

Transition to LoCI system control would be expected within 2 – 3 weeks from installation.

3. **Provide an estimated implementation plan with various milestones for both the software and equipment hardware.**

   Upon transition, Yolo County personnel would be given access to LoCI WellWatcher User Interface and operating platform, and working in coordination with LoCI analyst supporting Yolo County gas collection operations, individual gas collection well automation and alerting set points will be discussed and agreed, and implemented.

4. **Provide the personnel available on a daily basis and on an emergency basis if the system fails.**

   To support this project, and Yolo County's gas collection operations, LoCI will employ a full time field service representative who will be available on daily basis to support this project. The manual valve will remain as is and can always be adjusted on an emergency basis by Yolo County on site personnel – and in addition to LoCI field service representative dedicated to this project, LoCI will designate a lead analyst who will be providing remote support for the operation of LoCI's system and to ensure that the use of our real time data and control system provides value for Yolo County. LoCI has an analyst on call and reachable by phone 24/7/365 for emergency support as needed.

5. **Discuss how involved County staff will need to be in the installation of the system. Include how many staff members will be needed and how many estimated hours the County personnel will be devoted to the implementation.**

   There would be very little if any county staff needed to support the installation of LoCI system, other than if issues with the collection system were identified by LoCI field service personnel while in the process of installing LoCi Controllers or Sentry hardware.

   LoCI's analyst and field service representative would work closely with Yolo County gas collection operating team to work collaboratively to ensure the gas collection system is operated in accord with Yolo County's objectives. LoCI system generates a daily site status report, to identify collectors on a daily basis that warrant priority follow up – and generally a brief meeting is held daily with LoCI on site and remote personnel who would be involved with this project to discuss priorities and follow up action. Any Yolo County personnel could participate if they chose in this daily site review – normally 15 min – 30 min per day. We would also recommend higher level review of performance, concerns, and opportunities to improve collection on a weekly basis to start – ½ - 1 hr meeting weekly.

VI. Cost Proposal

When preparing cost worksheet, Contractor shall submit pricing as follows:

The Cost Proposal must be recorded on the forms, included as Exhibit C-1, C-2 and C-3 to this RFP, or an exact duplicate thereof. The Cost Proposal shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.

(The cost proposal must be uploaded as a separate document from the rest of the proposal.)

VII. Responsiveness/Responsibility

1. Have you ever defaulted on a contract? If yes, where and why? - No
2. Has your firm ever been suspended or debarred by any government agency? If yes, please explain. - No
3. In the past five (5) years has any claim against your company concerning your company's work on a project been filed in court or arbitration? - No
4. Describe the process by which your firm resolves problems with clients.

   LoCI's system must deliver value to our customers if we are going to continue to provide our service or support for our customer's operations. If our customer is not satisfied with our performance, it is encumbant upon LoCI to resolve issue to the satisfaction of our customer – or we do not believe we will continue to provide our products and services in the future. If problems can not be resolved with personnel on site, meetings and or discussions with management would be expected to clearly identify the root cause of the conflict, and to find solutions. LoCI's business model depends on ongoing service and support so we fully recognize that if our customer, Yolo County is not satisfied with our performance, that it is our responsibility to make sure we take effective correction action.

5. Provide a statement of conflict you, your firm, and/or other key staff may have regarding these services. The statement should not only include actual conflicts, but also any working relationships that may be perceived by disinterested parties as a conflict. If no potential conflicts of interest are identified, so state in your proposal. There are no conflict of interests which we have had or anticipate associated with LoCI's services pursuant to this proposal.

VIII. Past Performance/References

Using Exhibit D-Previous Customer Reference Form, length may exceed one (1) page, provide Previous Customer References with a list of contacts (including names, phone numbers, e-mails and date of original contracts) for whom you have performed comparable emission-collection projects, preferably during the past five (5) years. Preference for California state or local government agencies or within the greater Sacramento area. Using Yolo County or its employees as references is not recommended. If possible, references should be from the projects listed above.

RFP Coordinator will conduct reference checks using the information provided on the Customer Reference Form.

METHANE CAPTURE &
EMISSION REDUCTION

Monitoring and Measuring Methane & other Gases RFP
COST PROPOSAL FORM-EXHIBIT C-3

	Proposal Scenario C
Item#	**Description of Services**
	TOTAL COST - $0 – LoCI will provide LoCI real time data and automated control system, and necessary remote and on-site labor to support the gas collection operations – and be responsible for all cost for preparing 45Q tax credit filing. A license to use LoCI WellWatcher UI/software also is included in this $0 cost Scenario C proposal.
1	Revenue Share (Percentage to County for tax credit) All software, equipment & maintenance would be provided at no cost to the County) – 20% share of 45Q tax credits for Yolo County.
Amount	

The Cost Proposal must be recorded on the forms, included as Exhibit C-1, C-2 and C-3 to this RFP, or an exact duplicate thereof. The Cost Proposal shall specifically record the exact cost amounts proposed. Said proposed cost shall incorporate all cost for the proposed scope of services for the total contract period. The Cost Proposal shall record only the proposed cost as required, and shall not record any other rates, amounts, or information. It shall not record any text that could be construed as a qualification of the cost amounts proposed. If the Proposer fails to specify the Cost Proposal as required, the County may determine the proposal to be nonresponsive and reject it.

Exhibit C
WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

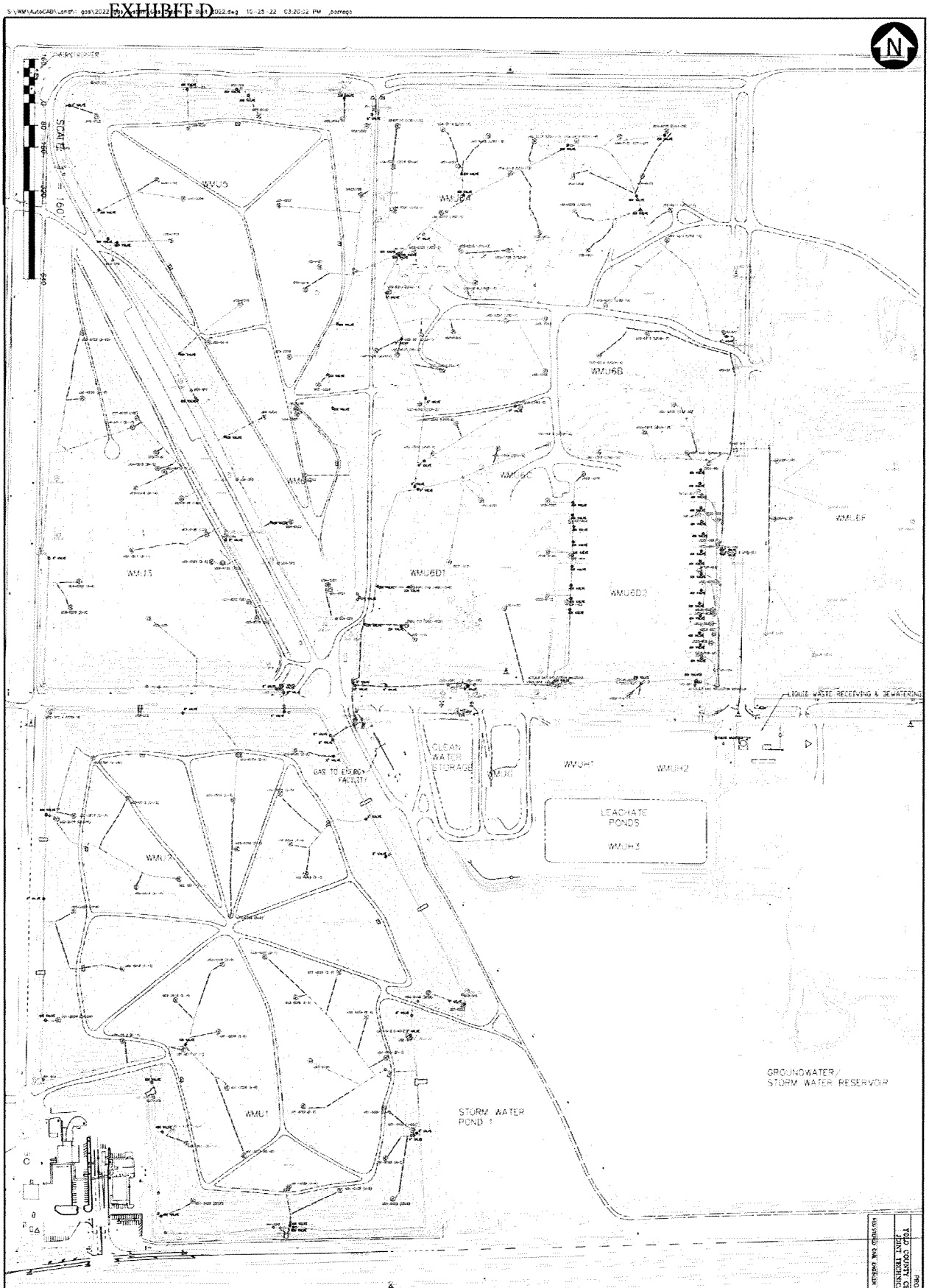
CONTRACTOR

By_____

Peter Quigley, CEO/Chairman

Print Name/Title

EXHIBIT D



WARNING: THE ORIGINAL DOCUMENTS CONTAIN A RED COLORED PROFESSIONAL SEAL AND A BLACK COLORED SIGNATURE

SUBMITTED FOR APPROVAL	DATE	PROJECT: YOLO COUNTY CENTRAL LANDFILL JOINT TECHNICAL DOCUMENTS	SHEET NUMBER: 1 / TOTAL SHEETS: 1

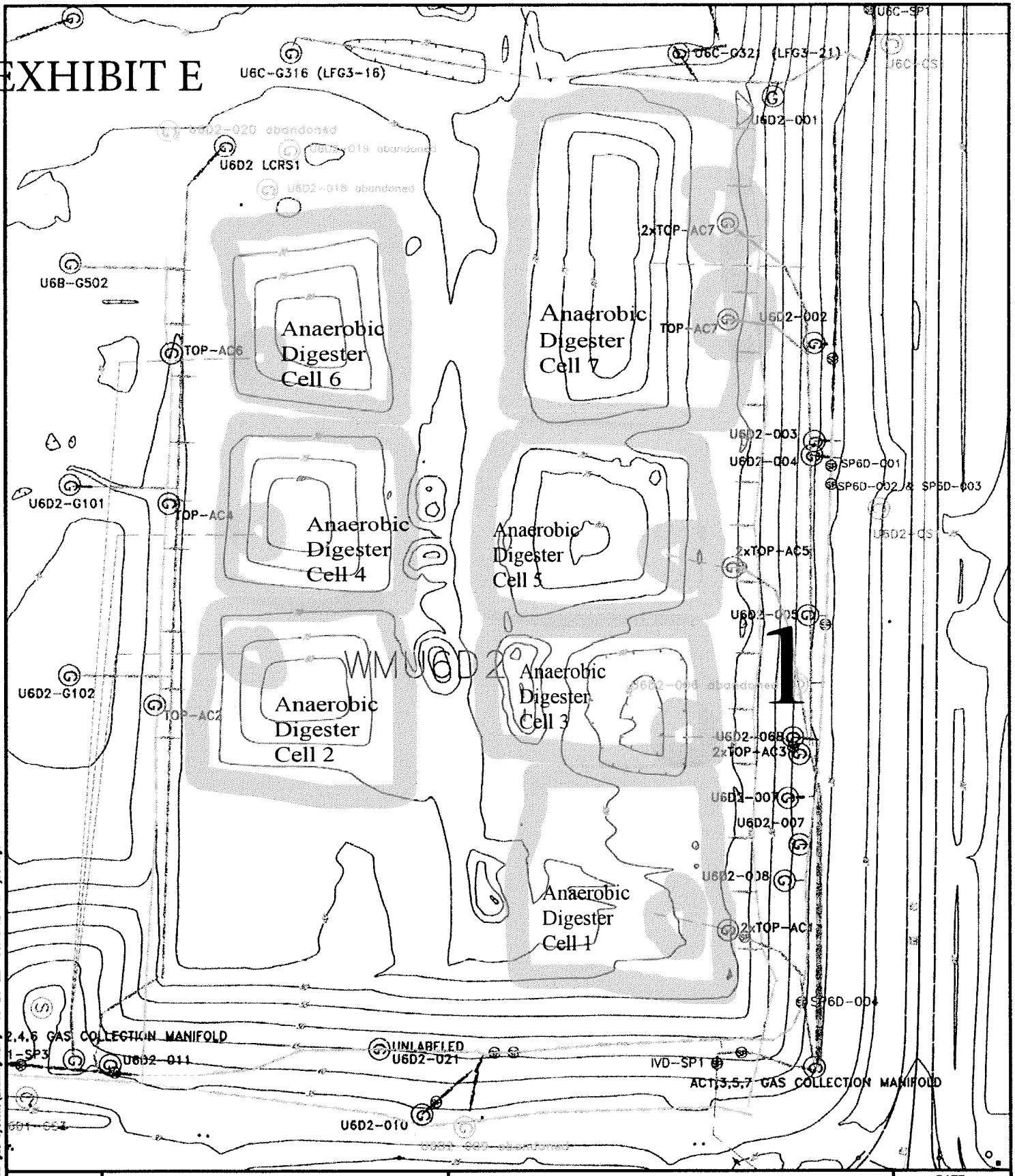
SHEET NUMBER 1

YOLO COUNTY CENTRAL LANDFILL
JOINT TECHNICAL DOCUMENTS
FIGURE 11
LANDFILL GAS COLLECTION SYSTEM

YOLO COUNTY
DEPARTMENT OF COMMUNITY SERVICES
DIVISION OF INTEGRATED WASTE MANAGEMENT
44090 County Road 28H
Woodland, CA 95776 9101
Phone: (530) 666-8852 FAX: (530) 666-8853

DESIGN BY		REVISIONS	APP
DRAWN BY BD	01/03/22	1. MM/DD/YY	
CHECK BY JK	MM/DD/YY	2. mm/dd/yy	
SCALE:1"=180'		3. mm/dd/yy	
		4. mm/dd/yy	

EXHIBIT E



WO. NUMBER 1	*LANDFILL GAS SYSTEM*	*YOLO COUNTY*	DATE: 10-26-22
SHEET NUMBER	*LFG As-Built 2022*	*DEPARTMENT OF COMMUNITY SERVICES*	DRAWN BY:
SHEET TOTAL	Anaerobic Composter Area	*DIVISION OF INTEGRATED WASTE MANAGEMENT*	DESIGNED BY:
		44090 COUNTY ROAD 28H, WOODLAND, CALIFORNIA	
		SENIOR CIVIL ENGINEER R.E. NO.	
		APPROVED 20	

S:\WW\AutoCAD\Landfill gas\2022 gas system\Drawing4.dwg 10-26-22 01:13:42 PM jbornego

Exhibit F

Requirements Applicable to the System Installation and Operation

Section F.1 Prohibition Against Use of Tobacco. All properties and facilities owned, leased or operated by the County are tobacco-free workplaces. No person on, at or in any County-controlled property or facility, including, without limitation, the Landfill Premises, may smoke, chew or otherwise use tobacco products. Contractor shall be responsible for: (i) informing any and all persons present on or at the Landfill Premises on account of the Installation Work about the County's tobacco-free policy; and (ii) strictly enforcing such policy with respect to the Landfill Premises. The Contractor and each of its subcontractors shall require that any person present on or at the Landfill Premises on account of the Installation Work who violates such policy must permanently leave the Landfill Premises and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Landfill Premises.

Section F.2 Prohibition Against Use of Drugs.

(a) County Drug-Free Policy. All properties and facilities owned, leased or operated by the County are drug-free workplaces. No person on, at or in any County-controlled property or facility, including, without limitation, the Landfill Premises, may: (i) engage in the unlawful manufacture, dispensation, possession, or use, including being under the influence, of any controlled substance, (ii) possess or use any alcoholic beverage, or (iii) use any substance which may cause significant impairment of normal abilities. Contractor shall be responsible for: (i) informing any and all persons present on or at the Landfill Premises on account of the Installation Work about the County's drug-free policy; and (ii) strictly enforcing such policy with respect to the Landfill Premises. The Contractor and each of its subcontractors shall require that any person present on or at the Landfill Premises on account of the Installation Work who violates such policy must permanently leave the Landfill Premises and shall prohibit such person from thereafter being present or performing any of the Installation Work on or at the Landfill Premises.

(b) Drug-Free Workplace Certification. Contractor is hereby made subject to the requirements of Government Code Sections 8350 et seq., the Drug-Free Workplace Act of 1990.

Section F.3 Compliance with Labor Requirements. The Installation Work is a "public works" project as defined in Section 1720 of the California Labor Code ("Labor Code") and made applicable pursuant to Section 1720.6 of the Labor Code. Therefore, the Installation Work is subject to applicable provisions of Part 7, Chapter 1, of the Labor Code and Title 8 of the California Code of Regulations, Section 16000 et seq. (collectively, "Labor Law"). Contractor acknowledges that, as provided by Senate Bill 854 (Stats. 2014, Ch. 28), the Project is subject to labor compliance monitoring and enforcement by the California Department of Industrial Relations ("DIR").

Section F.4 Compliance with Labor Code Requirements. Contractor must be, and shall be deemed and construed to be, aware of and understand the requirements of the Labor Law that require the payment of prevailing wage rates and the performance of other requirements on public works projects. Contractor, at no additional cost to the County, must: (i) comply with any and all applicable Labor Law requirements, including, without limitation, requirements for payment of prevailing wage rates, inspection and submittal (electronically, as required) of payroll records, interview(s) of workers, et cetera; (ii) ensure that its Subcontractors are aware of and comply with the Labor Law requirements; (iii) in connection with Labor Law compliance matters, cooperate with the DIR, the County and other entities with competent jurisdiction; and (iv) post all job-site notices required by law in connection with the Installation Work, including, without limitation, postings required by DIR regulations. A Subcontractor that has been debarred in accordance with the Labor Code, including, without limitation, pursuant to Sections 1777.1 or 1777.7, is not eligible to bid on, perform, or contract to perform any portion of the Installation Work. Wage rates for the Installation Work shall be in accordance with the general prevailing rates of per-diem wages determined by the Director of Industrial Relations pursuant to Labor Code Section 1770. The following Labor Code sections are by this reference incorporated into and are a fully operative part of the Contract, and Contractor shall be responsible for compliance therewith:

(a) Section 1735: Anti-Discrimination Requirements;

(b) Section 1775: Penalty for Prevailing Wage Rate Violations;

(c) Section 1776: Payroll Records;

(d) Sections 1777.5,1777.6 and 1777.7: Apprenticeship Requirements;

(e) Sections 1810 through 1812: Working Hour Restrictions;

(f) Sections 1813 and 1814: Penalty for Failure to Pay Overtime; and

(g) Section 1815: Overtime Pay.

Section F.5 Requirements for Payroll Records. Contractor must comply with all applicable provisions of Labor Code Sections 1776 and 1812, which relate to preparing and maintaining accurate payroll records, and making such payroll records available for review and copying by the County, the DIR Division of Labor Standards Enforcement, and the DIR Division of Apprenticeship Standards. The payroll records must be certified and made available as required by Labor Code Section 1776.

Section F.6 Contractor Registration. On and after March 1, 2015, no contractor may bid on a public works project unless the contractor is, and no subcontractor may be listed in any bid for a public works project unless the subcontractor is, currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. On and after April 1, 2015, no contractor or subcontractor may be awarded a contract for work on a public works

project, or may perform any work on a public works project, unless the contractor or subcontractor is currently registered with the DIR and qualified to perform public work pursuant to Labor Code Section 1725.5. It is not a violation of Labor Code Section 1725.5 for an unregistered contractor to submit a bid authorized by Business and Professions Code Section 7029.1 or Public Contract Code Section 20103.5, if the contractor is registered at the time the contract is awarded.

Section F.7 Failure to Comply with Applicable Prevailing Wage Requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's completion of the Installation Work, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by County. Contractor shall defend, indemnify and hold the County, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any of its subcontractors.

Section F.8 Permits and Licenses. Contractor, its subcontractors, and all of their respective employees and agents: (i) shall secure and maintain in force at all times during installation, operation and maintenance of the System such licenses and permits as are required by law; and (ii) shall comply with all federal and State, and County laws and regulations, and other governmental requirements applicable to the System as provide in Section XII of the Agreement. Contractor or its subcontractors shall obtain and pay for all permits and licenses required for the performance of, or necessary in connection with, the installation, operation and maintenance of the System, shall give all necessary notices and deliver all necessary certificates to the County, and shall pay all license fees arising from the use of any material, machine, method or process used in installing, operating and maintaining the System. Contractor shall be solely responsible for all charges, assessments and fees payable in connection with any such licenses, permits, materials, machines, methods, and processes.

Section F.9 Installation Work; County Option to Review. Contractor shall provide County with an opportunity to review all construction plans and designs, including engineering evaluations of the impact of the System prior to Contractor commencing installation. Contractor shall provide the County with at least 30 days' notice prior to commencement of System installation so County has a reasonable opportunity to review the construction plans and designs. Contractor shall perform the System installation work at the Landfill Wellfield between the hours of 7:00 a.m. and 7:00 p.m. in a manner that minimizes inconvenience to and interference with the use of the Premises to the extent commercially practical.

Section F.10 System Testing. Contractor shall conduct testing of the System in accordance with such methods, acts, guidelines, standards and criteria reasonably accepted or followed by providers of similar systems in the United States. Contractor shall provide the County with reasonable advanced notice of such testing and shall permit the County or the County's representative to observe such testing. The County's observation of such testing shall not be

construed as or deemed an approval of such testing or test results.

Section F.11 Contractor's Covenants. Contractor covenants and agrees to the following:

(a) Notice of Damage or Emergency. Contractor shall: (i) promptly notify the County if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify the County if it becomes aware of any event or circumstance relating to the System, the Landfill Wellfield or the Premises that poses a significant risk to human health, the environment, the System the Landfill Wellfield or the Premises. In the event of damage to the Landfill Wellfield or the Premises caused by, or as the result of, the System, Contractor shall, at its sole cost, repair said Landfill Wellfield or the Premises to the condition existing prior to such damage.

(b) Liens. Contractor shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature ("Liens") on or with respect to the Premises or any interest therein, in each case to the extent such Lien arises from or is related to Contractor's performance or non-performance of its obligations hereunder. If Contractor breaches its obligations under this Section, it shall (i) immediately notify the County in writing, (ii) promptly cause such Lien to be discharged and released of record without cost to the County, and (iii) defend and indemnify County against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) System Condition. Contractor shall take all actions reasonably necessary, including but not limited to repair and maintenance, to ensure that the System is capable of operating at a commercially reasonable continuous rate throughout the Term.

(d) Capture Data. Contractor shall provide the County with access to System gas capture data in electronic format, such as tabular Excel or csv with each production unit in a separate cell, or in another format reasonably requested by the County. Capture data could be delivered monthly or by granting the County access to a web portal.

Section F.12 The County's Covenants. The County covenants and agrees as follows:

(a) Notice of Damage or Emergency. The County shall: (i) promptly notify Contractor if it becomes aware of any damage to or loss of the use of the System or that could reasonably be expected to adversely affect the System, (ii) immediately notify Contractor it becomes aware of any event or circumstance that poses an imminent risk to human health, the environment, the System or the Premises. In the event of damage to the County's premises caused by, or as the result of, the System, however, Contractor shall, at its sole cost, repair said Premises to the condition existing prior to such damage.

(b) Liens. The County shall not directly or indirectly cause, create, incur, assume or suffer to exist any Liens on or with respect to the System or any interest therein. If the County

breaches its obligations under this Section, it shall immediately notify Provider in writing, shall promptly cause such Lien to be discharged and released of record without cost to Provider, and shall indemnify Provider against all costs and expenses (including reasonable attorneys' fees and court costs at trial and on appeal) incurred in discharging and releasing such Lien.

(c) Consents and Approvals. To the extent that only the County is authorized to request, obtain or issue any necessary approvals, Governmental approvals, rebates or other financial incentives, the County shall cooperate with Contractor to obtain or issue such approvals, governmental approvals, rebates or other financial incentives in the name of Contractor.

Section F.13. Removal of the System. Upon the expiration or termination of the Agreement, Contractor shall remove the System remove all of its tangible property comprising the System from the Landfill Wellfield and the Premises on a mutually convenient date but in no case later than ninety (90) days after the expiration or termination of this Agreement. The Premises shall be returned to its original condition, except for ordinary wear and tear. Contractor's removal of the System shall not affect the integrity of the County's wellheads, which shall be restored to the condition as existed prior to installation of the System (other than ordinary wear and tear). Contractor shall leave the Premises in neat and clean order. If Contractor fails to remove or commence substantial efforts to remove the System by such agreed upon date, the County shall have the right, at its option, to remove and dispose of the System and restore the Premises to its original condition at Contractor's sole cost.

Section F.14. Bonds. Contractor shall provide the County with payment and performance bonds in the forms attached as Exhibits H and I to the Agreement in the amount commensurate with 100 percent of the mutually agreed upon System construction costs, which the parties have agreed is $100,000.

YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT
1947 Galileo Court, Suite 103; Davis, CA 95618
Phone (530) 757-3650 Fax (530) 757-3670

FACILITY NUMBER: 01392
SIC CODE: 4953
DATE EXPIRES: April 14, 2024
Unless Renewed

PERMIT TO OPERATE
P-15-05(a)
IS HEREBY GRANTED TO

YOLO COUNTY CENTRAL LANDFILL
44090 County Road 28H
Woodland, CA 95776

EQUIPMENT LOCATION: 44090 County Road 28H; Woodland, CA

TO OPERATE

PROCESS DESCRIPTION: Municipal solid waste (MSW) landfill

EQUIPMENT INVENTORY: MSW landfill not to exceed a total maximum design capacity of 49.0352 million cubic yards of waste

- Total Billing: Schedule 8, Misc. -

CONTROL EQUIPMENT INVENTORY:

Negative pressure landfill gas collection system serving the conventional and non-conventional portions of the landfill (previously referred to as Abioreactors@) and LFG Specialties, F-2000 enclosed flare (shared with P-26-98)

PERMITTED EMISSION LIMITS:

Pollutant	Daily [lb]	Qtr #1 (Jan 1-Mar 31) [lb]	Qtr #2 (Apr 1-June 30) [lb]	Qtr #3 (July 1-Sept 30) [lb]	Qtr #4 (Oct 1-Dec 31) [lb]	Yearly [tons]
VOC	279.6	25,165	25,445	25,725	25,725	51.03

PERMITTED PROCESS LIMITS:

	Daily [tons]	Qtr #1 (Jan 1-Mar 31) [tons]	Qtr #2 (Apr 1-June 30) [tons]	Qtr #3 (July 1-Sept 30) [tons]	Qtr #4 (Oct 1-Dec 31) [tons]	Yearly [tons]
Municipal Solid Waste Received	1,800	160,200	162,000	162,000	162,000	646,200

The following information is included to inform and assist the Permit Holder in achieving compliance with applicable provisions of Federal, State, and District Rules and Regulations. The following set of referenced regulations are not intended to be either comprehensive or exclusive, nor are they intended to be emission limiting permit conditions, but they are still applicable rules of the District. Occasionally laws are amended. The amended versions of the referenced rules shall be deemed to be in effect. **It is the Permit Holder's responsibility to comply with all applicable Rules and Regulations.**

1. The Permit Holder shall firmly affix this permit to operate, an approved facsimile, or other approved identification bearing the permit number upon the facility, article, machine, equipment, or other contrivance in such a manner as to be clearly visible and accessible. In the event that the facility, article, machine, equipment, or other contrivance is so constructed or operated that the permit to operate cannot be so placed, the permit to operate shall be mounted so as to be clearly visible in an accessible place within 25 feet of the facility, article, machine, equipment, or other contrivance, or maintained readily available at all times on the operating premises. [District Rule 3.1, '408]

2. The Permit Holder shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public or which endanger the comfort, repose, health, or safety of any such persons or the public or which cause to have a natural tendency to cause injury or damage to business or property. [District Rule 2.5]

3. Commencing work or operation under this permit shall be deemed acceptance of all of the conditions so specified. [District Rule 3.1, '402]

4. The Permit Holder shall notify the District of any occurrence which constitutes an upset/breakdown condition as soon as reasonably possible. Verbal notification shall occur no later than one (1) hour after the detection of an upset/breakdown condition. The verbal notification shall be followed by a written notification to the Air Pollution Control Officer no later than four (4) hours after the detection of an upset/breakdown condition. If the upset/breakdown occurs when the District cannot be contacted, the report of breakdown shall be made at the commencement of the next regular working day. The notification shall identify the time, specific location, equipment involved, and to the extent known the cause(s) of the occurrence. [District Rule 5.2, '301.1 and '301.2]

5. The Permit Holder shall submit an annual throughput/production report at the end of each calendar year. This report is due no later than March 31 for the previous year. This report must include actual operating hours and actual amounts of materials processed (for materials that have process limits listed on the Permit to Operate). Each type of material and each type of process must be listed separately. [District Rule 3.1, '405.1]

6. This permit shall not be transferable, by operation of law or otherwise, from one location to another or from one piece of equipment to another. It shall be the transferee's responsibility to inform the District on assumption of ownership or operating control of any item under a permit from the District and for which a permit to operate will be required. For any such transfer as hereinabove described, said transferee shall submit an application for authorization in accordance with applicable District Rules. [District Rule 3.1, '304]

7. Modifications to this permit, as defined by District Rules and Regulations, require prior District approval. A modification is defined as any physical change, change in method of operation, addition to or any change in hours of operation, or change in production rate, which: would necessitate a change in permit conditions; or is not specifically limited by a permit condition; or results in an increase in emissions not subject to an emissions limitation. [District Rule 3.4, '223]

8. This permit to operate shall be renewable annually on the permit's anniversary date, commencing one (1) year after the date of issuance. The Permit Holder shall pay a fee for the annual permit renewal. If the annual renewal fee is not paid by the specified due date, the District shall assess a penalty of not more than 50% of the fee due. Non-payment of renewal fees is grounds for permit cancellation. [District Rule 3.1, '305 and District Rule 4.1, '303 and '401]

The following sets of conditions are established by the District to provide enforceable operating parameters as authorized by California Health and Safety Code Section 42301 and District Rule 3.1, Section 402. If any of the rules and regulations referenced below are amended subsequent to the issuance date of this permit, resulting in the amended rule differing from or superseding the corresponding condition, then the Permit Holder shall be required to comply with the amended rule or regulation and shall no longer be required to comply with the superseded condition.

9. The Permit Holder shall not discharge into the atmosphere from any single source of emissions whatsoever, any air contaminant for a period or periods aggregating more than three (3) minutes in any one (1) hour which is:
   a. As dark or darker in shade than No. 1 on the Ringelmann Chart; or
   b. Greater than 20% opacity. [District Rule 2.3]

10. No location on the landfill surface may exceed a methane concentration of 500 ppmv (other than non-repeatable, momentary readings) as determined by instantaneous surface emissions monitoring, or an average of 25 ppmv as determined by integrated surface emissions monitoring except:
    a. For individual wells involved in well raising provided that new waste is being added or compacted in the immediate vicinity around the well and installed gas collection well extensions are sealed or capped until the raised well is reconnected to a vacuum source;
    b. For individual Landfill Gas Collection and Control System (GCCS) system components that must be temporarily shut down in order to repair them due to catastrophic events, to connect new GCCS components, to extinguish landfill fires, or to perform construction activities provided that any new components are included in the most recent design plan and landfill gas emissions are minimized during the shutdown;
    c. For the working face of the landfill; or
    d. For areas of the landfill surface where the landfill cover material has been removed and refuse has been exposed for the purpose of installing, expanding, replacing, or repairing components of the landfill gas, leachate, or gas condensate collection and removal system, or for law enforcement activities requiring excavation. [District Rule 3.1, §402]

11. The Permit Holder shall operate the GCCS and route collected gas to the control system continuously except:
    a. For individual wells involved in well raising provided that new waste is being added or compacted in the immediate vicinity around the well and installed gas collection well extensions are sealed or capped until the raised well is reconnected to a vacuum source; or
    b. For individual GCCS system components that must be temporarily shut down in order to repair them due to catastrophic events, to connect new GCCS components, to extinguish landfill fires, or to perform construction activities provided that any new components are included in the most recent GCCS design plan and landfill gas emissions are minimized during the shutdown. [District Rule 3.1, §402]

12. The Permit Holder shall operate the GCCS so that there is no landfill gas leak that exceeds 500 ppmv (as methane) at any component under positive pressure. [District Rule 3.1, §402]

13. The GCCS shall be designed and operated to draw all landfill gas toward the VOC control devices. [District Rule 3.1, §402]

14. The Permit Holder shall monitor indicators to detect any bypass of emissions from the landfill GCCS and enclosed flare (or other landfill gas combustion units) to the atmosphere. [40 CFR 64.3(a)(2)]

15. The flare shall reduce methane emissions by 99% (by weight). Landfill gas may also be directed to other VOC control devices located at another stationary source or operated under a separate permit which achieve a methane destruction efficiency of at least 99% (by weight). Lean burn internal combustion engines must reduce outlet methane concentration to less than 3,000 ppmvd @ 15% O2. [District Rule 3.1, §402]

16. The minimum flare operating temperature shall be 1,400 degrees Fahrenheit (°F). The flare combustion flame temperature shall be measured in units of degrees F and shall be monitored at the thermocouple in the exhaust stack. Flame temperature shall be monitored with a continuous recording temperature sensor, which is installed, calibrated, maintained, and operated according to manufacturer's specifications. [District Rule 3.4]

17. The flare shall be equipped with automatic dampers, an automatic shutdown device, a flame arrester, and continuous recording temperature sensors. [District Rule 3.1, §402]

18. The flare shall be maintained and operated according to the manufacturer's specifications and shall be equipped with a temperature monitoring device with a continuous recorder which has an accuracy of plus or minus (±) 1% of the temperature being measured expressed in degrees Fahrenheit. At least one (1) gas flow rate measuring device must record the flow to the control device(s) at least every 15 minutes. For other control devices the Permit Holder shall provide the District with information describing operating parameters that would indicate proper performance and appropriate monitoring methods (or propose alternative monitoring procedures). [District Rule 3.1, §402]

19. During restart or startup there must be a sufficient flow of pilot gas to the flare burners to prevent unburned collected methane from being emitted to the atmosphere. [District Rule 3.1, §402]

20. The flare (or other landfill gas control device) shall be operated within the parameter ranges established during the most recent source test. [District Rule 3.1, §402]

21. Annual source tests shall be conducted for landfill gas control devices. [District Rule 3.1, §402]

22. Unless otherwise approved by the APCO, EPA Method 25, 25A, 25C, or 18 shall be used to determine the efficiency of the control device using the formula:
Destruction efficiency = [1 – (mass of methane at control device outlet / mass of methane at control device inlet)] x 100%. [District Rule 3.1, §402]

23. Each wellhead in the GCCS shall be operated under a vacuum except:
    a. For individual wells involved in well raising provided that new waste is being added or compacted in the immediate vicinity around the well and installed gas collection well extensions are sealed or capped until the raised well is reconnected to a vacuum source;
    b. For individual GCCS system components that must be temporarily shut down in order to repair them due to catastrophic events, to connect new GCCS components, to prevent/extinguish landfill fires, or to perform construction activities provided that any new components are included in the most recent design plan and landfill gas emissions are minimized during the shutdown;
    c. For use of a geomembrane or synthetic cover for which acceptable pressure limits for the included wellheads have been developed and included in the GCCS design plan; or
    d. For decommissioned wells. [District Rule 3.1, §402]

24. The Permit Holder shall, at all times, maintain the monitoring systems required for the landfill and enclosed flare including, but not limited to, maintaining necessary parts for routine repairs of the monitoring equipment. Except for monitoring malfunctions, associated repairs, and required quality assurance or quality control activities the Permit Holder shall conduct all monitoring according to required intervals while the associated process is in operation. [40 CFR 64.7(a)-(c)]

25. Upon detecting an excursion or exceedance as defined in 40 CFR 64, the Permit Holder shall restore operation of the landfill and/or enclosed flare to the normal manner of operation as expeditiously as practicable in accordance with good air pollution control practices for minimizing emissions. [40 CFR 64.7(d)]

26. If it is determined that acceptable procedures were not used in response to an excursion or exceedance, the Permit Holder may be required to develop and implement a Quality Improvement Plan (QIP) as specified in 40 CFR 64.8(a) through (c). Implementation of a QIP shall not excuse the Permit Holder from compliance with existing emission limitations and monitoring, testing, reporting, and record-keeping requirements. [40 CFR 64.8]

27. Any instrument used for the measurement of methane must be a gas detector or other equivalent instrument approved by the APCO that meets the calibration, specifications, and performance criteria of EPA Reference Method 21, Determination of Volatile Organic Compound Leaks. For the purposes of demonstrating compliance with this permit methane replaces all references to volatile organic compounds (VOC) in Method 21 and methane shall be used as the calibration gas for the detector. The instrument shall be calibrated before and after each test using zero air and an approximately 500 ppmv methane based standard calibration gas in accordance with the manufacturer's recommendations. The instrument serial number and instrument calibration data shall be recorded for each calibration and maintained as a permanent record. [District Rule 3.1, §402]

28. In conducting measurements of landfill surface methane concentration the entire landfill must be divided into individually identified 50,000 square foot grids. The grids must be used for both instantaneous and integrated surface emissions monitoring. Testing must be performed by holding the hydrocarbon detector's probe within three (3) inches of the landfill surface (or at the height of vegetation in areas covered by low-lying vegetation) while traversing the grid. The walking pattern must be no more than a 25-foot spacing interval and must traverse each monitoring grid. If there are no exceedances of the surface methane concentration standards of this permit after any four (4) consecutive quarterly monitoring periods, the walking pattern spacing may be increased to 100-foot intervals. The Permit Holder must return to a 25-foot spacing interval upon any exceedances that cannot be remediated within ten (10) calendar days or upon exceedances detected during a compliance inspection. Surface testing must be terminated when the average wind speed exceeds five (5) miles per hour or the instantaneous wind speed exceeds ten (10) miles per hour. The APCO may approve alternatives to this wind speed surface testing termination for landfills consistently having measured winds in excess of these specified limits. Average wind speed must be determined on a 15-minute average using an on-site anemometer with a continuous recorder for the entire duration of the monitoring event. Surface emissions testing must be conducted no earlier than the time periods in the following table after precipitation has fallen according to the listed ranges of precipitation (as measured by an onsite gauge).

Precipitation (Inches)	Minimum time before monitoring (Hours)
0.01–0.15	24
0.16–0.24	48
0.25 and greater	72

[District Rule 3.1, §402]

29. In conducting instantaneous surface emissions monitoring the Permit Holder shall record any instantaneous readings of methane 200 ppmv or greater (other than non-repeatable, momentary readings). Surface areas of the landfill that exceed a methane concentration of 500 ppmv must be marked and remediated as required by this permit. The wind speed must be recorded during the sampling period. Landfill surface areas with cover penetrations, distressed vegetation, cracks or seeps must be inspected visually and with a hydrocarbon detector. [District Rule 3.1, §402]

30. In conducting integrated surface emissions monitoring the Permit Holder shall record readings and then average them for each grid. Individual monitoring grids that exceed an average methane concentration of 25 ppmv must be identified and remediated as required by this permit. The wind speed must be recorded during the sampling period. [District Rule 3.1, §402]

31. The Permit Holder shall conduct instantaneous and integrated monitoring of surface methane concentrations every calendar quarter. If the landfill has no monitored exceedances of the surface methane concentration limits specified in this permit after four consecutive quarterly monitoring periods, then any closed or inactive areas may be monitored annually. Any exceedances detected during annual monitoring that cannot be remediated within ten (10) calendar days or any exceedances detected during any compliance inspections will result in a return to quarterly monitoring of the location. [District Rule 3.1, §402]

32. When any monitoring reading exceeds the instantaneous surface methane concentration limit the Permit Holder shall record the date, location, and value of each exceedance, along with re-test dates and results. The location of each exceedance must be clearly marked and identified on a topographic map of the landfill, drawn to scale with the location of both the grids and the gas collection system clearly identified. The Permit Holder shall take corrective action and re-monitor the location within ten (10) calendar days of the measured exceedance. If re-monitoring shows a second exceedance, additional corrective action must be taken and the location re-monitored again no later than ten (10) calendar days of the second exceedance. If the re-monitoring shows a third exceedance the Permit Holder shall install a new or replacement well as determined to achieve compliance no later than 120 days after detecting the third exceedance. [District Rule 3.1, §402]

33. When any monitoring reading exceeds the integrated surface methane concentration limit the Permit Holder shall record the average surface concentration for each grid along with re-test dates and results. The location of the grids and the gas collection system must be clearly marked and identified on a topographic map of the landfill drawn to scale. The Permit Holder shall take corrective action and re-monitor the location within ten (10) calendar days of the measured exceedance. If re-monitoring shows a second exceedance, additional corrective action must be taken and the location re-monitored again no later than ten (10) calendar days of the second exceedance. If the re-monitoring shows a third exceedance the Permit Holder shall install a new or replacement well as determined to achieve compliance no later than 120 days after detecting the third exceedance. [District Rule 3.1, §402]

34. Components containing landfill gas and under positive pressure must be monitored quarterly for leaks. Such monitoring may be conducted prior to scheduled maintenance or planned outage periods for landfill gas-to-energy facilities. Any component leak must be tagged and repaired within ten (10) calendar days. [District Rule 3.1, §402]

35. The Permit Holder shall monitor each individual wellhead monthly to determine the gauge pressure. If there is any positive pressure reading other than as provided for well raising or repairs or temporary shutdowns of GCCS components in Title 17 CCR Section 95464 (d) and (e), or as otherwise provided for in this permit, the Permit Holder shall initiate corrective action within five (5) calendar days of the positive pressure measurement. If the problem cannot be corrected within fifteen (15) days of the date the positive pressure was first measured, the owner or operator must initiate further corrective action. Corrective actions must be completed and any new wells must be operating with 120 days of the date the positive pressure was first measured. [District Rule 3.1, §402]

36. Gauge pressure shall be determined using a hand-held manometer, magnahelic gauge, or other pressure measuring device approved by the APCO that is calibrated and operated in accordance with manufacturer's specifications. [District Rule 3.1, §402]

37. The Permit Holder shall operate the anaerobic non-conventional WMUs with an average moisture content less than 40% by weight. [District Rule 3.1, §402]

38. The Permit Holder shall prepare a moisture report for the anaerobic non-conventional WMUs documenting the average moisture content by weight using the procedures specified in 40 CFR Part 63.1980(g) and (h) or other District approved methods. [District Rule 3.1, §402]

39. The Permit Holder shall submit the moisture report to the District for the anaerobic non-conventional WMUs in accordance with 40 CFR 63.1980, at least once every six (6) months until such time that liquid addition has permanently ceased. Unless otherwise approved in writing by the District, the following shall apply:
    a. The first six (6) month monitoring period will begin on April 1 and end on September 30, and the report will be due by November 30; and
    b. The second six (6) month period will begin on October 1 and end on March 31, and the report will be due on May 31. [District Rule 3.1, §402]

40. Prior to beginning any landfill mining operations, the Permit Holder shall submit for approval a mining and sorting plan to the District. The Permit Holder shall only mine (e.g. excavation, reclaiming, etc.) and sort waste from the aerobic non-conventional WMU 6D-Phase 1. [District Rule 3.1, §402]

41. Prior to beginning any removal of composted organic waste, the Permit Holder shall submit for approval a composting plan to the District. The Permit Holder shall only remove composted waste from the anaerobic digester cells located in WMU 6D-Phase 2. [District Rule 3.1, §402]

42. The Permit Holder shall install and operate a biofilter that serves the anaerobic digester cell located on WMU 6D-Phase 2 during aerobic composting phase of the waste. [District Rule 3.1, §402]

43. Whenever buried solid waste is brought to the surface during the installation or preparation of wells, trenches, piping, or other equipment or when landfill solid waste is excavated or moved, the Permit Holder shall cover the excavated solid waste using fresh soil, plastic sheeting, or vapor retarding foam as necessary in order to prevent odorous emissions and to minimize the release of landfill gas. [District Rule 3.1, §402]

44. The Permit Holder shall at start-up, and at least once every fourteen (14) days thereafter, monitor the landfill gas emissions from any open faces, active mining surfaces, and/or any liquids present during the mining of a waste cell in order to determine that the total organic compound surface emission concentration limit of 500 ppmv (measured as methane) is not exceeded. [District Rule 3.1, §402]

45. The Permit Holder shall submit a Non-Methane Organic Compound (NMOC) (Tier 2) report to the District using the procedures specified in 40 CFR Part 60.754(a) at least once every twelve (12) months, except as provided in 40 CFR Part 60.757(b)(1)(ii) or 40 CFR Part 60.757(b)(3). Unless otherwise approved in writing by the District, testing shall be complete by February 28 and the report will be due by April 30. [District Rule 3.1, §402, 40 CFR Part 60.752(b)(1), and 40 CFR Part 60.757(b)(3)]

46. The District must be notified prior to any NMOC related sampling event and a protocol must be submitted for approval fourteen (14) days prior to sampling. The results of a sampling event shall be submitted to the District within sixty (60) days of the sample date. The protocol and report shall be mailed to the attention of the Supervising Air Quality Engineer. [District Rule 3.1, §402 and 40 CFR Part 60.8(d)]

47. If the estimated NMOC emission rate as reported in the annual report to the District is less than 50 Mg per year in each of the next five (5) consecutive years, the Permit Holder may elect to submit an estimate of the NMOC emission rate for the next 5-year period in lieu of the annual report. This estimate shall include the current amount of solid waste-in-place and the estimated waste acceptance rate for each year of the five (5) years for which an NMOC emission rate is estimated. All data and calculations upon which this estimate is based shall be provided to the District. This estimate shall be revised at least once every five (5) years. If the actual waste acceptance rate exceeds the estimated waste acceptance rate in any year reported in the 5-year estimate, a revised 5-year estimate shall be submitted to the Administrator. The revised estimate shall cover the 5-year period beginning with the year in which the actual waste acceptance rate exceeded the estimated waste acceptance rate. [40 CFR Part 60.757(b)(1)(ii)]

48. Upon achieving a calculated NMOC emission rate of 50 megagrams or greater per year, the Permit Holder shall comply with the requirements of 40 CFR Part 60.752(b)(2). [District Rule 3.1, §402 and 40 CFR Part 60.752(b)(2)]

49. Prior to utilizing new or modified monitoring equipment, the Permit Holder shall submit for District approval verification procedures, which shall consider the monitoring equipment manufacturer's requirements or recommendations for installation, calibration, and start-up operation. [40 CFR 64.3(b)(2)]

50. The Permit Holder may request alternatives to the compliance measures, monitoring requirements, test methods, and procedures of Sections 95464, 95469, and 95471 of Title 17 of the California Code of Regulations by submitting a written application to the APCO. [District Rule 3.1, §402]

51. Either there must be no visible emissions to the outside air from any active waste disposal site where asbestos-containing waste material has been deposited, or:
    a. At the end of each operating day (or once every 24-hour period while the site is in continuous operation) the asbestos-containing waste material shall be covered with at least 15 centimeters (6 inches) of compacted non-asbestos-containing material or be covered with a resinous or petroleum-based dust suppression agent that effectively binds dust and controls wind erosion used in the manner and frequency recommended by the dust suppressant manufacturer to achieve and maintain dust control (or other equally effective dust suppression agents may be used upon prior approval by the Administrator); or
    b. Use an alternative emissions control method that has received prior written approval by the U.S. EPA Administrator. [40 CFR 61.154(a), (c), and (d)]

52. Unless a natural barrier adequately deters access by the general public:
    a. Warning signs and fencing must be installed and maintained as specified in 40 CFR 61.154(b); or
    b. The Permit Holder shall cover the asbestos-containing waste material with at least 15 centimeters (6 inches) of compacted non-asbestos-containing material at the end of each operating day (or once every 24-hour period while the site is in continuous operation). [40 CFR 61.154(b)]

53. The Permit Holder shall not knowingly vent or otherwise release into the environment any refrigerant or substitute with the exception of the following:
    a. Ammonia in commercial or industrial process refrigeration or in absorption units;
    b. Hydrocarbons in industrial process refrigeration (processing of hydrocarbons);
    c. Chlorine in industrial process refrigeration (processing of chlorine and chlorine compounds);
    d. Carbon dioxide in any application;
    e. Nitrogen in any application; and
    f. Water in any application. [40 CFR 82.154(a)(1)]

54. The Permit Holder shall not dispose of appliances except for small appliances, Motor Vehicle Air Conditioner (MVAC), or MVAC-like appliances:
    a. Without observing the required practices set forth in 40 CFR 82.156; and
    b. Without using equipment that is certified for that type of appliance pursuant to 40 CFR 82.158. [40 CFR 82.154(b)]

55. The Permit Holder shall not import recycling or recovery equipment for use during the disposal of appliances except small appliances, MVACs, and MVAC-like appliances, unless the equipment is certified pursuant to 40 CFR 82.158(b) or (d), as applicable. [40 CFR 82.154(c)]

56. The Permit Holder shall not alter the design of certified refrigerant recycling or recovery equipment in a way that would affect the equipment's ability to meet the certification standard set forth in 40 CFR 82.158 without resubmitting the altered design for certification testing. Until it is tested and shown to meet the certification standards set forth in 40 CFR 82.158 such altered equipment will be considered uncertified. [40 CFR 82.154(d)]

57. The Permit Holder shall not dispose of appliances except for small appliances, MVACs, or MVAC-like appliances, unless the Permit Holder has certified to the U.S. EPA Administrator pursuant to 40 CFR 82.162 that the Permit Holder has acquired certified recovery or recycling equipment and is complying with the applicable requirements of 40 CFR 82 Subpart F. [40 CFR 82.154(e)]

58. The Permit Holder shall not recover refrigerant from small appliances, MVACs, and MVAC-like appliances for purposes of disposal of these appliances unless such person has certified to the Administrator pursuant to 40 CFR 82.162 that the Permit Holder has acquired recovery equipment that meets the standards set forth in § 82.158 (l) and/or (m), as applicable, and that such person is complying with the applicable requirements of this subpart. [40 CFR 82.154(f)]

59. The Permit Holder may not sell, distribute, or offer for sale or distribution for use as a refrigerant any class I or class II substance consisting wholly or in part of used refrigerant unless:
    a. The class I or class II substance has been reclaimed as defined in 40 CFR 82.152 by a person who has been certified as a reclaimer pursuant to 40 CFR 82.164;
    b. The class I or class II substance was used only in an MVAC or MVAC-like appliance and is to be used only in an MVAC or MVAC-like appliance and recycled in accordance with 40 CFR 82.34(d);
    c. The class I or class II substance is contained in an appliance that is sold or offered for sale together with the class I or class II substance; or
    d. The class I or class II substance is being transferred between or among a parent company and one or more of its subsidiaries, or between or among subsidiaries having the same parent company. [40 CFR 82.154(g)]

60. The Permit Holder shall not release more that 1.5% of the refrigerant received if reclaiming refrigerant. [40 CFR 82.154(i)]

61. The Permit Holder shall not sell or distribute, or offer for sale or distribution, any appliances, except small appliances, unless such equipment is equipped with a servicing aperture to facilitate the removal of refrigerant at servicing and disposal. [40 CFR 82.154(j)]

62. The Permit Holder shall not sell or distribute, or offer for sale or distribution any small appliance unless such equipment is equipped with a process stub to facilitate the removal of refrigerant at servicing and disposal. [40 CFR 82.154(k)]

63. The Permit Holder may not sell or distribute, or offer for sale or distribution, any substance that consists in whole or in part of a class I or class II substance for use as a refrigerant to any person unless:
    a. The buyer has been certified as a Type I, Type II, Type III, or Universal technician pursuant to 40 CFR 82.161;
    b. The buyer complies with 40 CFR 82.166(b) and employs at least one (1) technician who is certified as a Type I, Type II, Type III, or Universal technician in accordance with 40 CFR 82.161;
    c. The buyer has been certified in accordance with 40 CFR part 82, subpart B and the refrigerant is either R-12 or an approved substitute consisting wholly or in part of a class I or class II substance for use in motor vehicle air conditioners in accordance with 40 CFRE part 82, subpart G;
    d. The buyer complies with 40 CFR 82.166(b) and employs at least one (1) technician who is certified in accordance with 49 CFR part 82, subpart B, and the refrigerant is either R-12 or an approved substitute consisting wholly or in part of a class I or class II substance for use in motor vehicle air conditioners pursuant to 40 CFR part 82, subpart G (nothing in this provision shall be construed to relieve persons of the requirements of 40 CFR 82.34(b) or 40 CFR 82.42(b);
    e. The refrigerant is sold only for eventual resale to certified technicians or to appliance manufacturers;
    f. The refrigerant is sold to an appliance manufacturer; or
    g. The refrigerant is contained in an appliance with a fully assembled refrigerant circuit. [40 CFR 82.154(m)]

64. The Permit Holder shall not accept a signed statement pursuant to 40 CFR 82.156(f)(2) that refrigerant has been evacuated from the appliance or shipment of appliances if the Permit Holder knew or had reason to know that such a signed statement is false. [40 CFR 82.154(n)]

65. When disposing of appliances, except for small appliances, MVACs, and MVAC-like appliances the Permit Holder must evacuate the refrigerant, including all the liquid refrigerant, in the entire unit to a recovery or recycling machine certified pursuant to 40 CFR 82.158. A technician must verify that the applicable level of evacuation has been reached in the appliance before it is opened. The Permit Holder must evacuate to the levels in table 1 unless, due to leaks in the appliance, evacuation to the levels in table 1 is not attainable, or would substantially contaminate the refrigerant being recovered. If, due to leaks in the appliance, evacuation to the levels in table 1 is not attainable, or would substantially contaminate the refrigerant being recovered, persons disposing of the appliance must:
    a. Isolate leaking from non-leaking components wherever possible;
    b. Evacuate non-leaking components to the levels specified in table 1; and
    c. Evacuate leaking components to the lowest level that can be attained without substantially contaminating the refrigerant. In no case shall this level exceed 0 psig. [40 CFR 82.156(a)]

Table 1 – Required Levels of Evacuation for Appliances
(Except for small appliances, MVACs, and MVAC-like appliances)

Type of appliance	Inches of Hg vacuum (relative to standard atmospheric pressure of 29.9 inches Hg)	
	Using recovery or recycling equipment manufactured or imported before November 15, 1993	Using recovery or recycling equipment manufactured or imported on or after November 15, 1993
Very high-pressure appliance	0	0
High-pressure appliance, or isolated component of such appliance, normally containing less than 200 pounds of refrigerant	0	0
High-pressure appliance, or isolated component of such appliance, normally containing 200 pounds or more of refrigerant	4	10
Medium-pressure appliance, or isolated component of such appliance, normally containing less than 200 pounds of refrigerant	4	10
Medium-pressure appliance, or isolated component of such appliance, normally containing 200 pounds or more of refrigerant	4	15
Low-pressure appliance	25	25 mmHg absolute

66. The Permit Holder shall have at least one (1) piece of certified, self-contained recovery or recycling equipment available at the facility if disposing of appliances, except small appliances, MVACs, and MVAC-like appliances. [40 CFR 82.156(b)]

67. The Permit Holder shall not use system-dependent recovery equipment with appliances normally containing more than 15 pounds of refrigerant, unless the system-dependent equipment is permanently attached to the appliance as a pump-out unit. [40 CFR 82.156(c)]

68. The Permit Holder shall use all recovery or recycling equipment in accordance with the manufacturer's directions unless such directions conflict with the requirements of 40 CFR part 82 subpart F. [40 CFR 82.156(d)]

69. When disposing of a small appliance, room air conditioning, MVACs, or MVAC-like appliances the Permit Holder must either:
    a. Recover any remaining refrigerant from the appliance in accordance with 40 CFR 82.156(g) or (h); or

b. Verify that the refrigerant has been evacuated from the appliance or shipment of appliances previously. Such verification must include a signed statement from the person from whom the appliance or shipment of appliances is obtained that all refrigerant that had not leaked previously has been recovered from the appliance or shipment of appliances in accordance with 40 CFR 82.156(g) or (h), as applicable. This statement must include the name and address of the person who recovered the refrigerant and the date the refrigerant was recovered or a contract that refrigerant will be removed prior to delivery. If the Permit Holder will not recover any remaining refrigerant at the facility, notification must be provided (by warning signs, letters to suppliers, or other equivalent means) that refrigerant must be properly removed before delivery of the items to the facility. [40 CFR 82.156(f)]

70. When recovering refrigerant from MVACs and MVAC-like appliances prior to disposal, the Permit Holder shall reduce the system pressure to or below 102mm of mercury vacuum, using equipment that meets the standards set forth in 40 CFR 82.158(l). [40 CFR 82.156(g)]

71. When recovering refrigerant from small appliances prior to disposal, the Permit Holder shall:
    a. Recover 90% of the refrigerant in the appliance when the compressor in the appliance is operating, or 80% of the refrigerant in the appliance when the compressor in the appliance is not operating; or
    b. Evacuate the small appliance to four inches of mercury vacuum. [40 CFR 82.156(h)]

72. Equipment used to evacuate refrigerant from MVACs and MVAC-like appliances before they are disposed of must be certified in accordance with 40 CFR 82.36(a). [40 CFR 82.158(l)]

73. Equipment used to evacuate refrigerant from small appliances before they are disposed of must be capable of either:
    a. Removing 90% of the refrigerant in the small appliance when the compressor in the appliance is operating, or 80% of the refrigerant in the appliance when the compressor in the appliance is not operating, when used in accordance with the manufacturer's instructions under the conditions of appendix C of 40 CFR part 82, subpart F; or
    b. Evacuate the small appliance to four inches of mercury vacuum when tested using a properly calibrated pressure gauge. [40 CFR 82.158(m)]

74. Technicians must be certified by an approved technician certification program under the requirements of 40 CFR 82.161(a) to the following standards:
    a. Technicians who dispose of medium, high, or very high pressure appliances, except small appliances, MVACs, and MVAC-like appliances, must be properly certified as Type II technicians;
    b. Technicians who dispose of low-pressure appliances must be properly certified as Type III technicians; and

c. Apprentices are exempt from the certification requirements provided the apprentice is closely and continually supervised by a certified technician while performing any disposal that could reasonably be expected to release refrigerant from appliances into the environment. The supervising certified technician is responsible for ensuring that the apprentice complies with 40 CFR part 82, subpart F. [40 CFR 82.161(a)]

75. If a technician's certificate is revoked, the technician would need to recertify before disposing of any appliances. [40 CFR 82.161(f)]

76. The Permit Holder shall submit the following to the APCO:
    a. A diagram of the collection system showing collection system positioning including all wells, horizontal collectors, surface collectors, or other gas extraction devices, including the locations of any areas excluded from collection and the proposed sites for the future collection system expansion;
    b. The data upon which the sufficient density of wells, horizontal collectors, surface collectors, or other gas extraction devices and the gas mover equipment sizing are based;
    c. The documentation of the presence of asbestos or nondegradable material for each area from which collection wells have been excluded based on the presence of asbestos or nondegradable material;
    d. The sum of the gas generation flow rates for all areas from which collection wells have been excluded based on nonproductivity and the calculations of gas generation flow rate for each excluded area;
    e. The provisions for increasing gas mover equipment capacity with increased gas generation flow rate, if the present gas mover equipment is inadequate to move the maximum flow rate expected over the life of the landfill; and
    f. The provisions for the control of off-site migration. [District Rule 3.1, §402 and 40 CFR 60.758(d)]

77. The Permit Holder shall submit an annual report to the APCO for the period of January 1 through December 31 by March 15 of the following year. The report must contain the following information:
    a. Landfill name, owner and operator, address, and Solid Waste Information System (SWIS) identification number;
    b. Total volume of landfill gas collected (in standard cubic feet);
    c. Average composition of the landfill gas collected over the reporting period (reported in % methane and % carbon dioxide);
    d. Emission control device type, year of installation, rating, fuel type, and total amount of landfill gas combusted in each control device;
    e. The date that the GCCS was installed and in full operation;
    f. The % methane destruction efficiency of each control device;
    g. Type and amount of pilot fuels burned in each control device;
    h. Total volume of landfill gas shipped off-site, the composition of the landfill gas collected (reported in % methane and % carbon dioxide by volume), and the recipient of the gas;

i. The most recent topographic map of the site showing the areas with final cover and a geomembrane and the areas with final cover without a geomembrane with corresponding percentages over the landfill surface; and

j. Gas collection or control system downtime required to be recorded, expected gas generation flow rate, landfill surface methane concentrations required to be recorded, positive wellhead gauge pressure measurements required to be recorded, annual solid waste acceptance rate and the current amount of waste-in-place, source test results, and equipment monitoring parameters required to be recorded including periods of operation during which the parameter boundaries established during the most recent source test are exceeded. [District Rule 3.1, §402 and 40 CFR 60.758(c)]

78. The Permit Holder shall report in writing to the local, State, or EPA Regional office responsible for administering the asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) program for the waste generator (identified in the waste shipment record) and the District by the following working day if a shipment contains a significant amount of improperly enclosed or uncovered waste. Submit a copy of the waste shipment records along with the report. [40 CFR 61.154(e)(1)(iv)]

79. The Permit Holder shall send a copy of the signed waste shipment record to the waste generator no later than 30 days after receipt of the waste. [40 CFR 61.154(e)(2)]

80. Upon discovering a discrepancy between the quantity of asbestos-containing waste designated on the waste shipment records and the quantity actually received, the Permit Holder shall attempt to reconcile the discrepancy with the waste generator. If the discrepancy is not resolved within 15 days after receiving the waste, immediately report in writing to the local, State, or EPA Regional office responsible for administering the asbestos National Emissions Standards for Hazardous Air Pollutants (NESHAP) program for the waste generator (identified in the waste shipment record) and the District. Describe the discrepancy and attempts to reconcile it, and submit a copy of the waste shipment record along with the report. [40 CFR 61.154(e)(3)]

81. The Permit Holder shall notify the District in writing at least 45 days prior to excavating or otherwise disturbing any asbestos-containing waste material that has been deposited at a waste disposal site and is covered. If the excavation will begin on a date other than the one contained in the original notice, notice of the new start date must be provided to the Administrator at least ten (10) working days before excavation begins and in no event shall excavation begin earlier than the date specified in the original notification. Include the following information in the notice:

a. Scheduled starting and completion dates;

b. Reason for disturbing the waste;

c. Procedures to be used to control emissions during the excavation, storage, transport, and ultimate disposal of the excavated asbestos-containing waste material. If deemed necessary, the District may require changes in the emission control procedures to be used; and

d. Location of any temporary storage site and the final disposal site. [40 CFR 61.154(j)]

82. The Permit Holder shall notify the District if a failure to achieve compliance with emissions limits of the landfill and/or enclosed flare for which the required monitoring did not provide an indication of an excursion or exceedance while providing valid data, or if the results of source testing document a need to modify the existing indicator ranges or designated conditions of the monitoring systems. [40 CFR 64.7(e)]

83. The Permit Holder shall submit revised monitoring system design and performance information required by 40 CFR 64.4 prior to any modification of the landfill and/or enclosed flare that qualifies a significant modification to the Title V permit. [40 CFR 64.5]

84. The Permit Holder shall perform such certifications as required in 40 CFR 82.154(e) and (f) by submitting a statement signed by the Permit Holder and setting forth:
    a. The name and address of the purchaser of the recovery or recycling equipment, including the county name;
    b. The name and address of the facility where the equipment is or will be located; and
    c. The manufacturer name, the date of manufacture, and if applicable, the model and serial number of the equipment.

    The certification must also include a statement that the equipment will be properly used in disposing of appliances and that the information given is true and correct. The certifications shall be sent to EPA Region IX; Mail Code AIR-5; 75 Hawthorne Street; San Francisco, CA 94105. [40 CFR 82.162]

85. Unless the Permit Holder has properly certified under this section prior to May 11, 2004, if reclaiming used refrigerant for sale to a new owner, the Permit Holder must certify to the Administrator that the Permit Holder will:
    a. Reprocess refrigerant to all of the specifications in Appendix A of 40 CFR part 82, subpart F that are applicable to that refrigerant;
    b. Verify that the refrigerant meets these specifications using the analytical methodology prescribed in Appendix A, which includes the primary methodologies included in the appendix to the ARI Standard 700-1995;
    c. Release no more than 1.5% of the refrigerant during the reclamation process; and
    d. Dispose of wastes from the reclamation process in accordance with all applicable laws and regulations.

    The certification must include the name and address of the reclaimer and a list of equipment used to reprocess and analyze the refrigerant. The responsible official must sign the certification stating that the facility will comply with the above operating standards, that the facility will maintain records and submit reports in accordance with 40 CFR 82.166(g) and (h), and that the information given is true and accurate. The certification should be sent to U.S. Environmental Protection Agency; Global Programs Division (6205J); 1200 Pennsylvania Avenue, NW., Washington, DC 20460; Attn: Section 608 Recycling Program Manager – Reclaimer Certification. [40 CFR 82.164(a)-(e)]

86. Certificates are not transferable. In the event of a change in ownership of an entity which reclaims refrigerant, the new Permit Holder shall certify within 30 days of the change of ownership pursuant to 40 CFR 82.164. [40 CFR 82.164(f)]

87. Failure to abide by the provisions of 40 CFR Part 82, Subpart F may result in the revocation or suspension of the refrigerant reclaimer certification of 40 CFR 82.164. The administrator (or designated representative) shall give notice of an impending suspension to the Permit Holder setting forth the facts or the conduct that provide the basis for the revocation or suspension. The Permit Holder may choose to request a hearing and must file the request in writing within 30 days of the date of the notice of revocation or suspension at Section 608 Recycling Program Manager; Global Programs Division; Mail Code 6205J, U.S. Environmental Protection Agency; 1200 Pennsylvania Avenue, NW.; Washington, DC 20460. The hearing request shall set forth the objections to the revocation or suspension and the data to support the objections. If no written request for a hearing is received within 30 days of the date of the notice, the revocation or suspension will become effective upon the date specified in the notice of an impending suspension. [40 CFR 82.169(a)-(c)]

88. Any report, or information submitted by the Permit Holder must contain certification by a responsible official of truth, accuracy, and completeness. This certification, and any other certification required under Title 17, California Code of Regulations, Sections 95460 through 95476, must state that, based on information and belief formed after reasonable inquiry, the statements and information in the document are true, accurate, and complete. [District Rule 3.1, §402]

89. The Permit Holder shall maintain daily records (in tons) of the total amount of MSW accepted at the landfill. [District Rule 3.1, §402]

90. The Permit Holder shall maintain daily records (in tons) of the amount of MSW placed in the anaerobic non-conventional WMUs until such time that placement has permanently ceased. [District Rule 3.1, §402]

91. The Permit Holder must maintain records of each startup, shutdown, or malfunction in the operation of the landfill gas collection system or the VOC control devices (and any periods during which a required monitoring device is inoperative) including the date and duration of the event, the actions taken, and whether or not such actions are consistent with the startup, shutdown, or malfunction plan. The Permit Holder must also maintain records of all maintenance performed on the air pollution control and monitoring equipment. [40 CFR 60.7(b), 40 CFR 63.6(b)(2)(i)-(v), 40 CFR 63.10(d)(5), and Rule 3.1, §402]

92. The Permit Holder shall maintain a file of all measurements, including continuous monitoring system, monitoring device, and performance testing measurements; all continuous monitoring system performance evaluations; all continuous monitoring system or monitoring device calibration checks; adjustments and maintenance performed on these systems or devices; and all other information required by this part recorded in a permanent form suitable for inspection. [40 CFR 60.7(f)]

93. The Permit Holder shall maintain the following records:
    a. All gas collection system downtime exceeding five (5) calendar days, including individual well shutdown and disconnection times, and the reason for the downtime;

b. All emission control system downtime in excess of one hour, the reason for the downtime, and the length of time the gas control system was shutdown;
c. Expected gas generation flow rate calculations;
d. All instantaneous landfill surface readings of 200 ppmv of methane or greater, all leaks from components under positive pressure greater than 500 ppmv (as methane), all instantaneous surface monitoring readings greater than 500 ppmv, all integrated surface monitoring readings greater than 25 ppmv, the location of the leak (or affected grid), leak concentration in ppmv, date and time of measurement, the action taken to repair the leak, date of repair, date of any required re-monitoring and the re-monitored concentration in ppmv, wind speed during surface sampling, and the installation date and location of each well installed in a GCCS expansion;
e. Records of any positive wellhead gauge pressure measurements, the date of the measurements, the well identification number, and the corrective action taken;
f. Annual solid waste acceptance rate and current amount of waste-in-place;
g. Records of the nature, location, amount, and date of deposition of non-degradable waste for any landfill areas excluded from the GCCS;
h. Results of any source tests;
i. Records describing the mitigation measures taken to prevent the release of methane or other emission into the atmosphere: when solid waste was brought to the surface during the installation or preparation of wells, piping, or other equipment; during repairs or temporary shutdown of gas collection system components; or when solid waste was excavated and moved;
j. Records of any construction activities including: a description of the actions being taken, the areas of the landfill affected by these actions, the reason the actions are required, and any landfill gas collection system components affected by these actions; construction start and finish dates, projected equipment installation dates, and projected shut down times for individual gas collection system components; a description of the mitigation measures taken to minimize methane emissions and other potential air quality impacts; and
k. Records of the emission control device operating parameters required to be monitored as well as periods of operation during which the parameter boundaries established during the most recent source test are exceeded including: all three (3) hour periods of operation during which the average flare temperature was more than 50 °F below the average combustion temperature during the most recent source test. [District Rule 3.1, §402]

94. The Permit Holder shall maintain the following records for the life of the emissions control device:
a. The control device vendor specifications;
b. The gas generation flow rate measured during the initial source tests; and
c. The percent reduction of methane achieved by the control devices during the initial source tests. [District Rule 3.1, §402]

95. The Permit Holder shall maintain records for shipments all asbestos-containing waste received including:
a. The name, address, and telephone number of the waste generator;
b. The name address, and telephone numbers of the transporter(s);

c. The quantity of asbestos-containing waste in cubic meters or cubic yards;
d. The presence of improperly enclosed or uncovered waste, or any asbestos-containing waste not sealed in leak tight containers; and
e. The date of receipt. [40 CFR 61.154(e)(1)]

96. The Permit Holder shall maintain (until closure) records of the location, depth and area, and quantity in cubic meters or cubic yards of asbestos-containing waste within the disposal site on a map or diagram of the landfill. [40 CFR 61.154(f)]

97. The Permit Holder shall furnish upon request, and make available during normal business hours for inspection by the District, all records of asbestos waste shipments and disposal locations and quantities. [40 CFR 61.154(i)]

98. If the Permit Holder sells or distributes or offers to sell or distribute any refrigerant, the Permit Holder shall retain invoices that indicate the name of the purchaser, the date of sale, and the quantity of refrigerant purchased. [40 CFR 82.166(a)]

99. If reclaiming refrigerant, the Permit Holder shall maintain records of the names and addresses of persons sending material for reclamation and the quantity of the material (the combined mass of refrigerant and contaminants) sent for reclamation. Such records shall be maintained on a transactional basis. [40 CFR 82.166(g)]

100. If reclaiming refrigerant, the Permit Holder shall maintain records of the quantity of material sent for reclamation, the mass of refrigerant reclaimed, and the mass of waste products. The Permit Holder shall report this information to the U.S. EPA Administrator annually within 30 days of the end of the calendar year. [40 CFR 82.166(h)]

101. If disposing of small appliances, MVACs, and MVAC-like appliances the Permit Holder shall maintain copies of signed statements pursuant to 40 CFR 82.156(f)(2) that refrigerant had been evacuated prior to arriving at the facility. [40 CFR 82.166(i)]

102. Technicians certified under 40 CFR 82.161 shall keep a copy of their certificates at the facility. [40 CFR 82.166(l)]

103. The Permit Holder shall retain records of all required monitoring data and support information for a period of at least five (5) years from the date of sample collection, measurement, report, or application and these records shall be made readily available to District personnel upon request. [District Rule 3.1, §402 and District Rule 3.8, '302.6(b)]

104. Upon closure of the landfill, the Permit Holder shall comply with all the provisions of 40 CFR 61.151 and submit to the District a copy of records of asbestos waste disposal locations and quantities. [40 CFR 61.154(g) and (h)]

105. Upon closure of the landfill the GCCS may be capped or removed provided:
a. The GCCS was in operation for at least 15 years, unless the Permit Holder can demonstrate to the satisfaction of the APCO that due to declining methane rates

the landfill will be unable to operate the gas collection and control system for a 15-year period;

b. Surface methane concentration measurements do not exceed the limits specified in this permit; and

c. The Permit Holder submits an Equipment Removal Report as required by this permit. [District Rule 3.1, §402]

106. The Permit Holder shall submit a Closure Notification to the APCO within thirty (30) days of waste acceptance cessation. The Closure Notification must include the last day solid waste was accepted, the anticipated closure date of the landfill, and the estimated waste-in-place. The APCO may request additional information to confirm that the landfill has been permanently closed. [District Rule 3.1, §402 and 40 CFR 60.757(d)]

107. The Permit Holder shall submit a GCCS Equipment Removal Report to the APCO thirty (30) days prior to well capping, removal or cessation of operation of the gas collection, treatment, or control system equipment. The report must contain all of the following information:

a. A copy of the Closure Notification required by Title 17 CCR, Section 95470(b)(1);

b. A copy of the documentation demonstrating that the gas collection and control system has been installed and operated for a minimum of 15 years, unless the Permit Holder can demonstrate to the satisfaction of the APCO that due to declining methane rates the landfill is unable to operate the gas collection and control system for a 15-year period; and

c. Surface emissions monitoring results needed to verify that landfill surface methane concentrations do not exceed either the instantaneous or integrated monitoring limits. [District Rule 3.1, §402 and 40 CFR 60.757(e)]

This permit does not authorize the emission of air contaminants in excess of those allowed by Division 26, Part 4, Chapter 3, of the Health & Safety Codes of the State of California or the Rules and Regulations of the Yolo-Solano Air Quality Management District.

Paul Hensleigh
INTERIM AIR POLLUTION CONTROL OFFICER

By: Paul Hensleigh

Date of Issuance: March 06, 2023

ANNIVERSARY DATE: April 14

SB 04/06/2023

YOLO-SOLANO AIR QUALITY MANAGEMENT DISTRICT
1947 Galileo Court, Suite 103; Davis, CA 95618
Phone (530) 757-3650 Fax (530) 757-3670

FACILITY NUMBER: 01419
SIC CODE: 4953
DATE EXPIRES: April 14, 2024
Unless Renewed

PERMIT TO OPERATE
P-26-98(t2)
IS HEREBY GRANTED TO

YOLO COUNTY CENTRAL LANDFILL
44090 County Road 28H
Woodland, CA 95776

EQUIPMENT LOCATION: 44090 County Road 28H; Woodland, CA

TO OPERATE

PROCESS DESCRIPTION: Negative pressure landfill gas collection system that collects landfill gas from the conventional and non-conventional portions of the landfill

EQUIPMENT INVENTORY: Landfill gas collection system, including: methane gas collection wells not to exceed 350 vertical and horizontal wells serving the conventional portions of the landfill; condensate traps; one (1) collection system blower (rated at 1,897 SCFM); and associated piping and valves.

- Total Billing: Schedule 8, Misc. -

CONTROL EQUIPMENT INVENTORY:

One (1) 54.6 MMBtu/hr landfill gas fired LFG Specialties enclosed flare, Model F-2000, with a one (1) second residence time (shared with PTO P-15-05)

PERMITTED EMISSION LIMITS:

Pollutant	Daily [lb]	Qtr #1 (Jan 1-Mar 31) [lb]	Qtr #2 (Apr 1-June 30) [lb]	Qtr #3 (July 1-Sept 30) [lb]	Qtr #4 (Oct 1-Dec 31) [lb]	Yearly [tons]
VOC	14.9	1,344	1,359	1,374	1,374	2.73
CO	484.8	43,636	44,121	44,606	44,606	88.48
NO_X	78.6	7,076	7,155	7,233	7,233	14.35
SO_X	78.4	7,058	7,136	7,215	7,215	14.31
PM_{10}	6.3	566	572	579	579	1.15

PERMITTED PROCESS LIMITS:

	Daily	Qtr #1 (Jan 1-Mar 31)	Qtr #2 (Apr 1-June 30)	Qtr #3 (July 1-Sept 30)	Qtr #4 (Oct 1-Dec 31)	Yearly
Total Amount of Landfill Gas Gathered by the Collection System [million standard cubic feet]	2.732	245.9	248.6	251.3	251.3	997.1
Landfill Gas Combusted in the Flare [million British Thermal Units]	1,310.4	117,936	119,246	120,557	120,557	478,296

The following information is included to inform and assist the Permit Holder in achieving compliance with applicable provisions of Federal, State, and District Rules and Regulations. The following set of referenced regulations are not intended to be either comprehensive or exclusive, nor are they intended to be emission limiting permit conditions, but they are still applicable rules of the District. Occasionally laws are amended. The amended versions of the referenced rules shall be deemed to be in effect. **It is the Permit Holder's responsibility to comply with all applicable Rules and Regulations.**

1. The Permit Holder shall firmly affix this permit to operate, an approved facsimile, or other approved identification bearing the permit number upon the facility, article, machine, equipment, or other contrivance in such a manner as to be clearly visible and accessible. In the event that the facility, article, machine, equipment, or other contrivance is so constructed or operated that the permit to operate cannot be so placed, the permit to operate shall be mounted so as to be clearly visible in an accessible place within 25 feet of the facility, article, machine, equipment, or other contrivance, or maintained readily available at all times on the operating premises. [District Rule 3.1, '408]

2. The Permit Holder shall not discharge from any source whatsoever such quantities of air contaminants or other material which cause injury, detriment, nuisance, or annoyance to any considerable number of persons or to the public or which endanger the comfort, repose, health, or safety of any such persons or the public or which cause to have a natural tendency to cause injury or damage to business or property. [District Rule 2.5]

3. Commencing work or operation under this permit shall be deemed acceptance of all of the conditions so specified. [District Rule 3.1, '402]

4. The Permit Holder shall notify the District of any occurrence which constitutes an upset/breakdown condition as soon as reasonably possible. Verbal notification shall occur no later than one (1) hour after the detection of an upset/breakdown condition. The verbal notification shall be followed by a written notification to the Air Pollution Control Officer no later than four (4) hours after the detection of an upset/breakdown condition. If the upset/breakdown occurs when the District cannot be contacted, the report of breakdown shall be made at the commencement of the next regular working day. The notification shall identify the time, specific location, equipment involved, and to the extent known the cause(s) of the occurrence. [District Rule 5.2, '301.1 and '301.2]

5. The Permit Holder shall submit an annual throughput/production report at the end of each calendar year. This report is due no later than March 31 for the previous year. This report must include actual operating hours and actual amounts of materials processed (for materials that have process limits listed on the Permit to Operate). Each type of material and each type of process must be listed separately. [District Rule 3.1, '405.1]

6. This permit shall not be transferable, by operation of law or otherwise, from one location to another or from one piece of equipment to another. It shall be the transferee's responsibility to inform the District on assumption of ownership or operating control of any item under a permit from the District and for which a permit to operate will be required. For any such transfer as hereinabove described, said transferee shall submit an application for authorization in accordance with applicable District Rules. [District Rule 3.1, '304]

7. Modifications to this permit, as defined by District Rules and Regulations, require prior District approval. A modification is defined as any physical change, change in method of operation, addition to or any change in hours of operation, or change in production rate, which: would necessitate a change in permit conditions; or is not specifically limited by a permit condition; or results in an increase in emissions not subject to an emissions limitation. [District Rule 3.4, '223]

8. This permit to operate shall be renewable annually on the permit's anniversary date, commencing one (1) year after the date of issuance. The Permit Holder shall pay a fee for the annual permit renewal. If the annual renewal fee is not paid by the specified due date, the District shall assess a penalty of not more than 50% of the fee due. Non-payment of renewal fees is grounds for permit cancellation. [District Rule 3.1, '305 and District Rule 4.1, '303 and '401]

The following sets of conditions are established by the District to provide enforceable operating parameters as authorized by California Health and Safety Code Section 42301 and District Rule 3.1, Section 402. If any of the rules and regulations referenced below are amended subsequent to the issuance date of this permit, resulting in the amended rule differing from or superseding the corresponding condition, then the Permit Holder shall be required to comply with the amended rule or regulation and shall no longer be required to comply with the superseded condition.

9. The combined VOC emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 114.6 lb per day, 10,325 lb/1st calendar quarter, 10,440 lb/2nd calendar quarter, 10,554 lb/3rd calendar quarter, 10,554 lb/4th calendar quarter, and 20.94 tons per year. [District Rule 3.4]

10. The combined CO emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 844.2 lb per day, 75,980 lb/1st calendar quarter, 76,825 lb/2nd calendar quarter, 77,669 lb/3rd calendar quarter, 77,669 lb/4th calendar quarter, and 154.07 tons per year. [District Rule 3.4]

11. The combined NO_X emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 234.5 lb per day, 21,106 lb/1st calendar quarter, 21,341 lb/2nd calendar quarter, 21,575 lb/3rd calendar quarter, 21,575 lb/4th calendar quarter, and 42.80 tons per year. [District Rule 3.4]

12. The combined SO_X emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 126.0 lb per day, 11,346 lb/1st calendar quarter, 11,472 lb/2nd calendar quarter, 11,598 lb/3rd calendar quarter, 11,598 lb/4th calendar quarter, and 23.01 tons per year. [District Rule 3.4]

13. The combined PM_{10} emissions from all landfill gas combustion equipment being served by this collection system shall not exceed 100.0 lb per day, 9,011 lb/1st calendar quarter, 9,111 lb/2nd calendar quarter, 9,211 lb/3rd calendar quarter, 9,211 lb/4th calendar quarter, and 18.27 tons per year. [District Rule 3.4]

14. The combined landfill gas usage for all combustion equipment being served by this collection system shall not exceed 2.732 million standard cubic feet per day, 245.9 million cubic feet /1st calendar quarter, 248.6 million cubic feet /2nd calendar quarter, 251.3 million cubic feet /3rd calendar quarter, 251.3 million cubic feet /4th calendar quarter, and 997.1 million cubic feet per year. [District Rule 3.4]

15. The Permit Holder shall not discharge into the atmosphere from any single source of emissions whatsoever, any air contaminant for a period or periods aggregating more than three (3) minutes in any one (1) hour which is:
    a. As dark or darker in shade than No. 1 on the Ringelmann Chart; or
    b. Greater than 20% opacity. [District Rule 3.4]

16. The Permit Holder shall operate the enclosed flare with a minimum combustion zone residence time of one (1) second, and shall equip the flare with automatic temperature controls designed to control the average minimum temperature at or above a minimum temperature of 1400 °F. The enclosed flare shall also be equipped with an automatic shutoff gas valve and an automatic re-start system. [District Rule 3.4]

17. Only landfill gas shall be burned in the flare. No supplemental fuel may be burned in the flare, excluding pilot gas. [District Rule 3.4]

18. The number and types of components used by the operation shall match the equipment listed in the EQUIPMENT INVENTORY section of the permit. The Permit Holder shall maintain a complete list of all associated gas collection equipment serving the conventional portions of the landfill, which includes a description of each system component. Any wells, piping, or valves installed in the non-conventional portions of the landfill are not covered under this permit. This list shall be kept onsite and shall be made available to the District upon request. [District Rule 3.4]

19. All landfill gas gathered by this gas collection system shall be collected using only an approved blower with a maximum rating of 1,897 SCFM. [District Rule 3.4]

20. A non-resettable, totalizing gaseous fuel flow meter shall be installed and utilized to measure the quantity (in standard cubic feet) of landfill gas collected and delivered to the site by system=s collection blower. The meter shall be accurate to plus or minus five (5) percent and shall be calibrated at least once every twelve (12) months. [District Rule 3.4]

21. A non-resettable, totalizing gaseous fuel flow meter shall be installed and utilized to measure the quantity (in standard cubic feet) of landfill gas combusted in the flare. The meter shall be accurate to plus or minus five (5) percent and shall be calibrated at least once every twelve (12) months. [District Rule 3.4]

22. The Permit Holder shall install and maintain such facilities on the flare stack as are necessary for sampling and testing purposes. The number, size, and location of sampling ports shall be in accordance with Air Resources Board Test Method 1. The location and access to the sampling platform shall be in accordance with the General Industry Safety Orders of the State of California. [District Rule 3.4]

23. The particulate matter (as PM_{10}) emission concentration for the enclosed flare shall not exceed 0.0035 gr/dscf at standard conditions. [District Rule 3.4]

24. The hydrogen sulfide (H_2S) content of the landfill gas combusted in the enclosed flare shall not exceed 162 ppmv. [District Rule 3.4]

25. The Permit Holder shall analyze the fuel=s higher heating value (wet basis) and sulfur content (as H_2S) at least once every twelve (12) consecutive month period. [District Rule 3.4]

26. The emission concentrations for the flare shall not exceed the following:
    a. VOC (measured as hexane): 0.0114 lb/MMBTU;
    b. CO: 0.370 lb/MMBTU; and
    c. NO_X (as NO_2): 0.060 lb/MMBTU. [District Rule 3.4]

27. The Permit Holder shall perform a source test at least once every twelve (12) months in order to demonstrate compliance with the VOC, CO, and NO_X emission limits. [District Rule 3.4]

28. Source testing shall be conducted using the following test methods:
    a. VOC - EPA Method 18, or other District approved methods;
    b. CO - EPA Method 10 or CARB Method 100;
    c. NO_X (as NO_2) - EPA Method 7E or CARB Method 100; and
    d. Stack gas oxygen - EPA Method 3A or CARB Method 100. [District Rule 3.4]

29. The District must be notified prior to any emissions testing event and a protocol must be submitted for approval thirty (30) days prior to testing. The results of an emissions testing event shall be submitted to the District within sixty (60) days of the test date. The protocol and report shall be mailed to the attention of the Supervising Air Quality Engineer. [District Rule 3.4]

30. The Permit Holder shall maintain a written log of all maintenance work performed that requires the shutdown of the gas collection system. The log shall include a description of work, the date work was performed, and the amount of time needed to complete the maintenance work. Emissions of landfill gas to the atmosphere shall be minimized during each shutdown. [District Rule 3.4]

31. The Permit Holder shall operate the gas collection system in a manner which maximizes the amount of landfill gas extracted from the landfill, while preventing overdraw that can cause a fire or the damage of the gas collection system. [District Rule 3.4]

32. Except for active disposal areas, or areas undergoing maintenance or repair, or areas not served by the gas collection system, the Permit Holder shall operate the gas collection system in such a manner that the surface emissions testing of the landfill demonstrates the concentrations of total organic compounds (measured as methane) do not exceed 500 ppmv at any point on the surface of the solid waste disposal site or along the gas transfer path of the gas collection system. [District Rule 3.4]

33. The Permit Holder shall comply with all applicable standards, criteria and requirements of Section 60.752(b) of 40 CFR Part 60, Subpart WWW, Standards of Performance for Municipal Solid Waste Landfills, upon determination by the District that the Yolo County Central Landfill=s uncontrolled non-methane organic compounds (NMOC) emission rate exceeds 50 megagrams per year. [District Rule 3.4]

34. The Permit Holder shall monitor and record on a daily basis the following quantities of landfill gas:
    a. Measured amount of landfill gas collected by the system=s collection blower (in standard cubic feet);

b. Measured amount of landfill gas combusted in the flare (in standard cubic feet); and

c. Calculated amount of landfill gas combusted in the flare (in British thermal units). [District Rule 3.4]

35. The Permit Holder shall calculate and record the actual combined quarterly and annual VOC, CO, NO_X, SO_X (converted from the inlet H_2S concentration using mass balance), and PM_{10} emissions from all landfill gas combustion equipment served by this collection system. The calculations shall use each emissions unit=s actual fuel usage and either:

a. For pollutants with on-going source testing requirements, the emission factors from the most recent source test submitted to, and approved in writing by, the District; or

b. For pollutants without on-going testing requirements, the established emission factor for the emissions unit used in the most recent emission evaluation. [District Rule 3.4]

36. The Permit Holder shall maintain all records on site for a period of five (5) years from the date of entry and these records shall be made readily available to District personnel upon request. [District Rule 3.8, '302.6(b)]

This permit does not authorize the emission of air contaminants in excess of those allowed by Division 26, Part 4, Chapter 3, of the Health & Safety Codes of the State of California or the Rules and Regulations of the Yolo-Solano Air Quality Management District.

Paul Hensleigh
INTERIM AIR POLLUTION CONTROL OFFICER

By: Paul Hensleigh

Date of Issuance: April 6, 2023

ANNIVERSARY DATE: April 14

SB 04/06/2023

EXHIBIT H
PAYMENT BOND

BOND NO. _____

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

NOW, THEREFORE, we, _____ _____ the undersigned Contractor/Principal, and _____ _, ("Surety"), a corporation organized and existing under the laws of the State of _____, and duly authorized to transact business under the laws of the State of California, as Surety, are held and firmly bound unto the County of Yolo, and to any and all persons, companies, or corporations entitled by law to file stop payment notices under California Civil Code Section 9100, or any person, company, or corporation entitled to make a claim on this bond, in the sum of _____DOLLARS ($_____ __), which such sum being not less than one hundred percent (100%) of the total amount payable by the Owner under the terms of the Agreement, for which payment will and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

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

It is further stipulated and agreed that the Surety of this bond shall not be exonerated or released from the obligation of the bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, or specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described; or pertaining or relating to the furnishing of labor, materials, or equipment therefor; nor by any change or modification of any terms of payment or extension of time for payment pertaining or relating to any scheme or work of improvement herein above described; nor by any rescission or attempted rescission of the contract, agreement or bond; nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants

otherwise entitled to recover under any such contract or agreement or under the bond; nor by any fraud practiced by any person other than the claimant seeking to recover on the bond; and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given; and under no circumstances shall the Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the Owner and Contractor/Principal or on the part of any obligee named in such bond; that the sole condition of recovery shall be that the claimant is a person described in California Civil Code section 9100, and who has not been paid the full amount of his or her claim; and that the Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

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

Attn: _____
Address: _____
City/State/Zip: _____
Phone: _____
Fax: _____
Email: _____

IN WITNESS WHEREOF, two identical counterparts of this Bond, each of which shall for all purposes be deemed an original thereof, have been duly executed by Contractor/Principal and Surety above named, on the ____ day of _____, 20__.

_____ (SEAL)
Contractor/Principal

By:_____
Contractor/'s Representative

_____
Contractor/Principal's Address

_____
City, State, Zip

_____ (SEAL)
Surety
By: _____
Surety's Representative

_____
Surety's Address

_____
City, State, Zip

Telephone Number

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

EXHIBIT I

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by the County, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally

protect the County from loss or damage resulting from or caused by defective materials or faulty workmanship. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the County's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure Section 337.15.

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

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

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

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 10.
Board of Supervisors **Natural Resources**

Meeting Date:	06/06/2023
Brief Title:	Approval of Rodgers Property Conservation Easement
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Elisa Sabatini, Manager of Natural Resources, Department of Community Services, x5773
Supervisorial District Impact:	Districts 3 & 5

Subject
Approve and authorize the Chair to sign the Conservation Easement with the Yolo Habitat Conservancy related to the County-owned Rodgers Property along Cache Creek; and direct staff to proceed with the steps necessary to enroll the Rodgers Property into the Yolo Habitat Conservation Plan and Natural Community Conservation Plan ("Yolo HCP/NCCP") reserve system. (No general fund impact) (Lindbo/Sabatini)

Recommended Action

A. Approve and authorize the Chair to sign the Conservation Easement with the Yolo Habitat Conservancy related to the County-owned Rodgers Property along Cache Creek; and

B. Direct staff to proceed with the steps necessary to enroll the Rodgers Property in the Yolo HCP/NCCP reserve system.

Strategic Plan Goal(s)

Sustainable Environment

Reason for Recommended Action/Background
On December 2, 2014, the Yolo County Board of Supervisors adopted Resolution No. 14-126 supporting a conservation partnership with the Yolo HCP/NCCP Joint Powers Agency ("Yolo Habitat Conservancy") (Minute Order No. 14-166). The partnership envisioned easements on between 250 and 660 acres of County-owned land within the area covered by the Cache Creek Area Plan ("CCAP"). A total of 154.4 acres of County-owned property within the CCAP has been placed under Yolo HCP/NCCP conservation easements to-date: the 38.9-acre Correll Property (APN #025-340-036), and the 115.5-acre Granite Woodland Reiff Property (APN #025-350-035).

The 30-acre Rodgers Property (APN #025-350-025) is within the CCAP, located south of Cache Creek at the northern terminus of County Road 96, approximately 1.85 miles northwest of the City of Woodland (Att. A). The property was previously mined for gravel by Teichert before being restored to native habitat and open space. The property was then transferred to the County on October 4, 2004, pursuant to the Teichert Woodland Development Agreement. The site contains valley foothill riparian and grasslands habitat that support the conservation of Yolo HCP/NCCP covered species.

The Rodgers Property Conservation Easement is based on the Yolo HCP/NCCP conservation easement template. County staff have coordinated with the Yolo Habitat Conservancy to ensure that the proposed conservation easement is consistent with the biological goals and objectives of the CCAP and the HCP/NCCP, while also being compatible with the goals and objectives of the Cache Creek Parkway Plan which will establish an integrated system of trails and recreational areas along Lower Cache Creek. The conservation easement has been approved by the Yolo Habitat Conservancy, California Department of Fish and Wildlife, and U.S. Fish and Wildlife Service. As the Easement Holder, the Yolo Habitat Conservancy will pay for the on-going monitoring and habitat management costs associated with the conservation easement.

At this time, Staff is recommending that the Board of Supervisors approve the Rodgers Property Conservation Easement (Att. B). The proposed conservation easement will count towards the fulfillment of the conservation commitments of the Yolo HCP/NCCP, and support the partnership between the County and the Yolo Habitat Conservancy as described in Resolution No. 14-126.

Collaborations (including Board advisory groups and external partner agencies)
Natural Resources Division staff collaborated with the Office of County Counsel and representatives from the Yolo Habitat Conservancy on this item.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0

Attachments

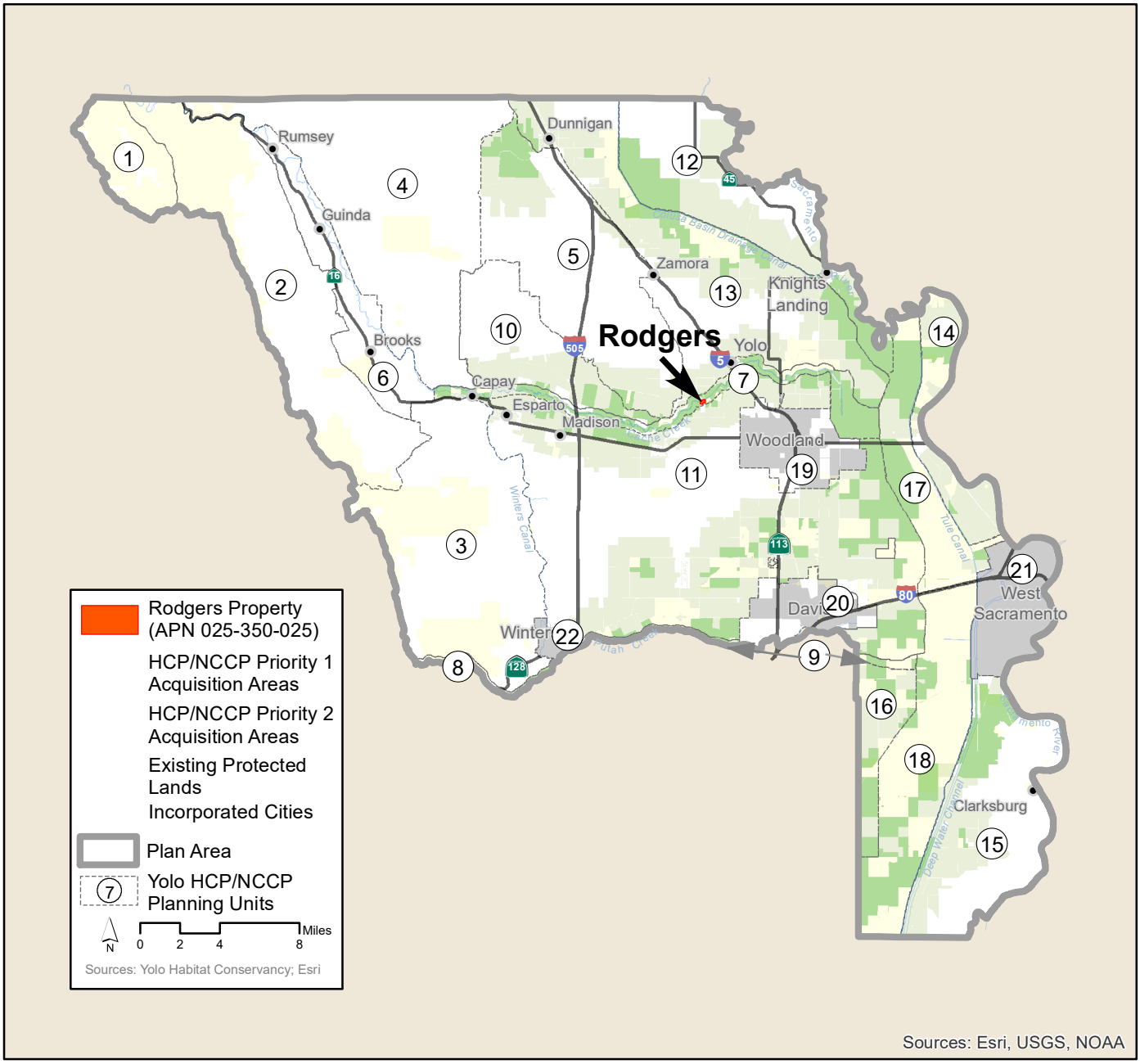
Att. A. Location Map
Att. B. Rodgers Property Conservation Easement

Form Review

Inbox	Reviewed By	Date
Casey Liebler (Originator)	Casey Liebler	05/23/2023 12:23 PM
Elisa Sabatini	Elisa Sabatini	05/30/2023 10:26 AM
Leslie Lindbo	Leslie Lindbo	05/30/2023 08:44 PM
County Counsel	Hope Welton	05/31/2023 09:37 AM
John Rowe	John Rowe	05/31/2023 10:07 AM
Form Started By: Casey Liebler		Started On: 04/04/2023 11:51 AM
Final Approval Date: 05/31/2023		

ATTACHMENT A

LOCATION MAP



Rodgers Property Location Map

ATTACHMENT B

RODGERS PROPERTY CONSERVATION EASEMENT

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy
PO Box 2202
Woodland, CA 95776
Attention: Executive Director

WITH A COPY TO:
State of California
Department of Fish and Wildlife
Attn: Habitat Conservation Planning Branch
Post Office Box 944209
Sacramento, CA 94244-2090

U.S. Fish and Wildlife Service
Sacramento Field Office
Attn: Field Supervisor
2800 Cottage Way, Room W-2605
Sacramento, CA 95825

Exempt from recording fees (Cal. Gov. Code § 27383)

APN: 025-350-025 Space Above Line for Recorder's Use Only

DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE

THIS DEED OF CONSERVATION EASEMENT AND PERMANENT RESTRICTIONS ON USE (the **"Conservation Easement"**) shall be effective upon the date it is recorded with the Yolo County Recorder and is dated for reference purposes only as of this _____ day of _____, 2023, by County of Yolo (**"Landowner"**), in favor of the Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency (**"Easement Holder"** or **"Yolo Habitat Conservancy"**). Landowner and Easement Holder are also referred to herein individually as a **"Party"** and collectively as the **"Parties".**

RECITALS

A. Landowner is the owner in fee simple of certain real property containing 30.0 acres, located in the County of Yolo, State of California, designated Assessor's Parcel Number(s) 025-350-025. Said real property is more particularly described and depicted in **Exhibit A** attached hereto and incorporated herein by this reference (the **"Easement Area"**).

B. The Easement Area possesses wildlife and habitat values of great importance to Easement Holder, the people of the State of California and the people of the United States. The Easement Area will provide high quality habitat for valley elderberry longhorn beetle (*Desmocerus californicus dimorphus*), western pond turtle (*Actinemys marmorata*), Swainson's hawk (*Buteo swainsoni*), and white-tailed kite (*Elanus leucurus*) and contains riverine, grassland, and valley

foothill riparian habitat which contain suitable nest tree sites and mature elderberry shrubs. Individually and collectively, these wildlife and habitat values comprise the "**Conservation Values**" of the Easement Area. The status of the Conservation Values, including the open space uses that support these Conservation Values and compatible recreational uses such as hiking, birdwatching, and other forms of passive recreation by the general public ("Compatible Recreational Uses"), as well as other uses and improvements within the Easement Area at the time of the execution of the Conservation Easement are described in the **"Baseline Documentation Report."** Both Parties acknowledge, as described in **Exhibit B** attached hereto and incorporated herein by reference, that each has received a copy of the Baseline Documentation Report, and that it accurately represents the Easement Area as of the date of the Conservation Easement.

C. This Conservation Easement is being executed and delivered to satisfy certain habitat conservation requirements set forth in the following documents (collectively, the **"Yolo HCP/NCCP Instruments"**):

a. The Yolo Habitat Conservation Plan/Natural Community Conservation Plan (**"Yolo HCP/NCCP"**), dated April 2018, prepared by the County of Yolo (**"County"**), City of Davis (**"Davis"**), City of West Sacramento (**"West Sacramento"**), City of Winters (**"Winters"**), and City of Woodland (**"Woodland"**), and approved by the United States Fish and Wildlife Service (**"USFWS"**) under Section 10 of the federal Endangered Species Act of 1973 (16 U.S.C. Section 1531 *et seq.*, as it may be amended from time to time) (**"ESA"**), and by the California Department of Fish and Wildlife (**"CDFW"**) under the California Natural Community Conservation Planning Act (California Fish and Game Code Section 2800 *et seq.*, as it may be amended from time to time) (**"NCCPA"**); and

b. Implementing Agreement for the Yolo HCP/NCCP (the **"Implementing Agreement"**), dated January 10, 2019, by and among USFWS and CDFW (collectively, the **"Wildlife Agencies"**), the Yolo County Habitat/Natural Community Conservation Plan Joint Powers Agency (**"Yolo Habitat Conservancy"**), County, Davis, West Sacramento, Winters, and Woodland (collectively, the Yolo Habitat Conservancy, County, Davis, West Sacramento, Winters, and Woodland, are referred to herein as **"Permittees"**); and

c. The federal incidental take permit issued by USFWS to Permittees for the Yolo HCP/NCCP pursuant to Section 10 of ESA; and

d. The state NCCP permit issued by CDFW to Permittees for the Yolo HCP/NCCP pursuant to the NCCPA.

D. The State of California recognizes the public importance and validity of conservation easements by enactment of California Civil Code Section 815 *et seq.*

E. CDFW has jurisdiction over the conservation, protection, and management of fish, wildlife, native plants and the habitat necessary for biologically sustainable populations of those species pursuant to Fish and Game Code Section 1802. CDFW is authorized to hold easements for

these purposes pursuant to Civil Code Section 815.3, Fish and Game Code Section 1348, and other provisions of California law.

F. USFWS, an agency within the United States Department of the Interior, has jurisdiction over the conservation, protection, restoration, and management of fish, wildlife, native plants, and the habitat necessary for biologically sustainable populations of these species within the United States pursuant to the Endangered Species Act, 16 U.S.C. section 1531 et seq. ("**ESA**"), the Fish and Wildlife Coordination Act, 16 U.S.C. sections 661-666c, the Fish and Wildlife Act of 1956, 16 U.S.C. section 742(f) et seq., and other provisions of federal law.

G. The Easement Holder is a California joint powers agency, and authorized to hold conservation easements pursuant to, among other provisions of law, California Civil Code Section 815.3.

H. The Yolo Habitat Conservancy serves as the **"Implementing Entity"** of the Yolo HCP/NCCP, and as such, is responsible for overseeing implementation of the Yolo HCP/NCCP Instruments, including carrying out planning and design, habitat restoration, monitoring, adaptive management programs, and periodic coordination with the Wildlife Agencies. The Yolo HCP/NCCP Instruments confer separate rights and obligations on the Implementing Entity that will survive any future transfer of the Conservation Easement.

I. Following recordation of this Conservation Easement, the Easement Area will be incorporated into the Reserve System (as such term is defined in the Yolo HCP/NCCP) (**"Reserve System"**) and will count toward the land acquisition requirements set forth in the Yolo HCP/NCCP.

J. The Yolo Habitat Conservancy has developed a management plan, known as "Rodgers Property Site-Specific Management Plan," that applies to the Easement Area (the **"Management Plan"**) and is incorporated herein by reference. The Management Plan has been developed in accordance with the applicable requirements of the Yolo HCP/NCCP Instruments and the Lower Cache Creek Reserve Unit Management Plan. The Management Plan also includes provisions that allow for open space use and Compatible Recreational Uses of the Easement Area to the fullest extent such uses are compatible with the preservation of its Conservation Values.

Landowner and Easement Holder recognize that changes (e.g., in technologies, weather cycles, natural resource management technologies, conservation practices) may dictate changes in the management of the Easement Area, consistent with the purposes of this Conservation Easement and the Yolo HCP/NCCP Instruments. The Management Plan may be revised from time to time only with the written approval of both the Landowner and Easement Holder, so long as the revisions are consistent with the requirements of the Yolo HCP/NCCP Instruments and the Lower Cache Creek Reserve Unit Management Plan. The final, approved copy of the Management Plan, and any amendments thereto approved by the Parties, shall be kept on file at the Yolo Habitat Conservancy.

AGREEMENT

NOW, THEREFORE, in consideration of the above and mutual covenants, terms, conditions and restrictions contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of California, including California Civil Code Section 815 *et seq*., Landowner hereby voluntarily grants and conveys to Easement Holder, its successors and assigns, a conservation easement forever in, on, over and across the Easement Area, subject to the terms and conditions set forth herein, restricting in perpetuity the uses which may be made of the Easement Area, and the Parties agree as follows:

1. **Purposes**. The purposes of this Conservation Easement are to ensure the Easement Area will be retained forever in its natural, restored, enhanced, or otherwise functional habitat condition as contemplated by the Yolo HCP/NCCP and the site-specific Management Plan, and to prevent any use of the Easement Area that will impair or interfere with the Conservation Values of the Easement Area. Landowner intends that this Conservation Easement will confine the use of the Easement Area to such activities that are consistent with the purposes set forth herein, including Compatible Recreational Uses. The Parties agree that the protection of the Conservation Values may be achieved by maintaining the Easement Area in its natural or existing condition (not precluding future enhancement or restoration). The establishment of a trail and other minor amenities (e.g., signage, occasional benches) that support Compatible Recreational Uses within the Easement Area are allowed provided that these amenities do not interfere with the Easement Area's covered species and their associated functional habitats as described in the Baseline Documentation Report and are consistent with the terms and conditions of this Conservation Easement and the Management Plan.

2. **Reserved Rights.** Landowner reserves to itself, and to its personal representatives, heirs, successors, and assigns, all rights accruing from Landowner's ownership of the Easement Area, including the right to establish a trail and other minor amenities (e.g., signage, occasional benches) that support Compatible Recreational Uses within the Easement Area, so long as such activities are consistent with the purposes of this Conservation Easement, as set forth above in Section 1, the Management Plan, and do not impair the Conservation Values.

3. **Rights of Easement Holder**. To accomplish the purposes of this Conservation Easement, Landowner hereby grants and conveys the following rights to Easement Holder:

(a) To preserve and protect the Conservation Values of the Easement Area**;**

(b) To restore or enhance the Conservation Values with the consent of the Landowner in accordance with the Management Plan and the terms and conditions of this Conservation Easement;

(c) To enter upon the Easement Area, no less than once annually, at reasonable times to monitor compliance with and otherwise enforce the terms of this Conservation Easement or to carry out, at Easement Holder's sole cost and expense, scientific research and management and monitoring requirements applicable to the Easement Area that are set forth in the Management Plan and in Yolo HCP/NCCP Chapters 6 and 7, provided that Easement Holder shall not unreasonably interfere with Landowner's allowed uses and quiet

enjoyment of the Easement Area. Except where there is an imminent threat to the Easement Area or its Conservation Values, Easement Holder and its employees, contractors or agents will only enter the Easement Area at reasonable times and with at least forty-eight (48) hours advance notice to Landowner in writing or by phone. The Landowner may waive these requirements in whole or in part by written notice to Easement Holder;

(d) To prevent any activity on or use of the Easement Area that is inconsistent with the purposes of this Conservation Easement and to require the restoration of such areas or features of the Easement Area that may be damaged by any act, failure to act, or any use or activity that is inconsistent with the purposes of this Conservation Easement;

(e) To require that all mineral, air, and water rights that Easement Holder deems necessary to preserve and protect the Conservation Values of the Easement Area shall remain a part of and be put to beneficial use upon the Easement Area, consistent with the purposes of this Conservation Easement; and

(f) All present and future development rights and wind power rights appurtenant to, allocated, implied, reserved or inherent in the Easement Area; such rights are hereby terminated and extinguished, and may not be used on or transferred to any portion of the Property, nor any other property adjacent or otherwise.

4. **Prohibited Uses**. Any activity on or use of the Easement Area that adversely affects the purpose of this Conservation Easement, as set forth in Section 1, above, is prohibited except as may be otherwise expressly provided in this Conservation Easement or in the Management Plan. Without limiting the generality of the foregoing, the Landowner, Landowner's personal representatives, heirs, successors, assigns, employees, agents, lessees, licensees and invitees are expressly prohibited from doing or allowing any of the following uses and activities on the Easement Area, unless, and then only to the extent that, a generally prohibited activity set forth below is a management practice, lawful and routine agricultural practice, or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan.

(a) Unseasonal watering activities that promote the establishment of invasive species that act as predators of covered species, impair the habitat quality of the site for covered species, or otherwise impair the Conservation Values of the site;

(b) Use of fertilizers, pesticides, biocides, herbicides or other chemicals except as allowable under applicable law and as provided in the Management Plan in connection with activities or uses that are authorized or reserved hereunder. Under no circumstance are rodenticides allowed to be used within the Easement Area unless specifically authorized in writing by the Easement Holder and the Wildlife Agencies due to unforeseen or exceptional circumstance, such as proclamation of a local state of emergency;

(c) Use of heavy equipment, off-road vehicles, or other motorized vehicles, except on existing roadways or use of equipment or vehicles as required to conduct any management practice or other activity as provided for in the Management Plan. The long-term storage of wrecked, dismantled, or inoperative nonagricultural vehicles and industrial or commercial equipment is prohibited;

(d) Except as set forth in the Management Plan, any construction, reconstruction, relocation or placement of any road, building, billboard, or signs (excluding small directional and interpretative signs on any hiking trails or as needed to define sensitive habitat areas), or any other structure or improvement of any kind, or altering the surface or general topography of the Easement Area without written approval by the Easement Holder and Wildlife Agencies;

(e) Vineyards, orchards, nurseries, intensive livestock use (e.g., dairy, feedlot), and other agricultural uses except as allowed in the Management Plan;

(f) Commercial, industrial, residential, or other institutional uses;

(g) Depositing or accumulation of soil, trash, ashes, refuse, waste, bio-solids or any other materials, except in connection with lawful uses that do not impair the Conservation Values of the Easement Area and are allowed in the Management Plan;

(h) Planting, introduction, or dispersal of invasive plant or animal species;

(i) Filling, dumping, excavating, draining, dredging, mining, drilling, removing, or exploring for or extracting minerals, loam, soil, sands, gravel, rocks, or other material on or below the surface of the Easement Area, or granting or authorizing any surface entry for any exploring for or extracting minerals. This provision is not intended to prohibit lawful uses that are associated with site management activities, do not impair the Conservation Values of the Easement Area, and are allowed in the Management Plan;

(j) Removing, destroying, or cutting of trees, shrubs, or other vegetation except as allowed in the Management Plan;

(k) Manipulating, impounding, or altering any water course, body of water, or water circulation on the Easement Area, and activities or uses detrimental to water quality, including but not limited to degradation or pollution of any surface or subsurface waters, except as needed to conduct a management practice or other activity that does not impair the Conservation Values of the Easement Area and is allowed in the Management Plan; and

(l) Without the prior written consent of Easement Holder, which Easement Holder may reasonably withhold or condition, transferring, encumbering, selling, leasing or otherwise separating the mineral, air or water rights for the

Easement Area; changing the place or purpose of use of the water rights; abandoning or allowing the abandonment of, by action or inaction, any water or water rights, ditch or ditch rights, spring rights, reservoir or storage rights, wells, ground water rights or other rights in and to the use of water historically used on or otherwise appurtenant to the Easement Area, including but not limited to: (i) riparian water rights; (ii) appropriative water rights; (iii) rights to waters which are secured under contract with any irrigation or water district, to the extent such waters are customarily applied to the Easement Area; and (iv) any water from wells that are in existence or may be constructed in the future on the Easement Area. In determining whether to consent to a short-term transfer (i.e. a transfer of water from the Property for a period of not more than one year as defined by California law) or other change relating to water rights under this subsection (k), the Easement Holder shall evaluate whether the transfer will, during the transfer period, preclude the Landowner from maintaining the Conservation Values, for the covered species that the Easement Area is managed to benefit at the time of the proposed transfer. This determination shall be subject to approval by the Wildlife Agencies and the Yolo Habitat Conservancy.

(m) All Subdivisions, including but not limited to the Subdivision of rangeland, open space, and other types of land not used for the active cultivation of crops. The fee transfer of less than the entire Easement Area is also prohibited to the extent such a transfer would constitute a subdivision of land under California law, including but not limited to the Subdivision Map Act.

(n) Any activity or use that may violate or fail to comply with relevant federal, state, or local laws, regulations, or policies applicable to Landowner, the Easement Area, or the activity or use in question.

5. **Unlawful Entry.** Landowner shall undertake all reasonable actions to prevent the unlawful entry and trespass on the Easement Area and shall take reasonable steps to prevent uses or activities may degrade or harm the Conservation Values or are otherwise inconsistent with the purposes of this Conservation Easement, acknowledging that public access for Compatible Recreational Uses is permitted on the Easement Area and does not constitute unlawful entry or trespass. This duty extends to activities undertaken by members of the public that are outside the scope of "Compatible Recreational Uses" as set forth herein (and as may be further described in the Management Plan). Reasonable actions to prevent trespass and/or incompatible activities may include, but are not limited to, posting "No Trespassing" or "Stay on Improved Trails" signs, constructing barriers, gates, and/or trail demarcations, and good faith efforts to exclude any person who is not a designated representative of Landowner, Easement Holder, member of the public engaged in Compatible Recreational Uses or others with lawful access rights. In addition, Landowner shall undertake all necessary actions to perfect the rights of Easement Holder under Section 3 of this Conservation Easement.

6. **Easement Holder's Remedies.** If Easement Holder or any Third-Party Beneficiary (as defined in **Section 6(d)** below) determines there is a violation of the terms of this Conservation Easement or that such violation is threatened, written notice of such violation and a demand for corrective action sufficient to cure the violation shall be given to Landowner, with a copy provided

to Easement Holder and each Third-Party Beneficiary. The notice of violation shall specify the measures the Landowner must take to cure the violation. If Landowner fails to cure the violation within thirty (30) days after receipt of written notice and demand from Easement Holder or any Third-Party Beneficiary, as applicable; or if the cure reasonably requires more than thirty (30) days to complete and Landowner fails to begin the cure within such thirty (30) day period; or Landowner fails to continue diligently to complete the cure, Easement Holder or any Third-Party Beneficiary may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to recover any damages to which Easement Holder and the Third-Party Beneficiaries may be entitled for violation of the terms of this Conservation Easement or for any injury to the Conservation Values, to enjoin the violation, *ex parte* as necessary, by temporary or permanent injunction without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies, or for legal or other equitable relief, including, but not limited to, the restoration of the Easement Area to the condition in which it existed prior to any such violation or injury, or to otherwise enforce this Conservation Easement. Without limiting Landowner's liability therefor, any damages recovered may be applied to the cost of undertaking any corrective action on the Easement Area at the election of the party receiving such damages.

If Easement Holder in its sole discretion, determines that circumstances require immediate action to prevent or mitigate damage to the Conservation Values, Easement Holder and/or any Third-Party Beneficiary may pursue its remedies under this section without prior notice to Landowner or without waiting for the period provided for cure to expire. The rights of Easement Holder and the Third-Party Beneficiaries under this section apply equally to actual or threatened violations of the terms of this Conservation Easement. Landowner agrees that Easement Holder's and Third-Party Beneficiaries' remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Easement Holder and/or any Third-Party Beneficiary shall be entitled to the injunctive relief described in this section, both prohibitive and mandatory, in addition to such other relief to which Easement Holder and the Third-Party Beneficiaries may be entitled, including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Remedies described in this section shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity, including but not limited to, the remedies set forth in California Civil Code Section 815, *et seq*. The failure of Easement Holder or any Third-Party Beneficiary to discover a violation or to take immediate legal action in response to such action shall not bar such party from taking legal action at a later time.

If at any time in the future Landowner or any subsequent transferee uses or threatens to use the Property for purposes inconsistent with this Conservation Easement then, despite the provisions of Civil Code section 815.7, the California Attorney General and the Third-Party Beneficiaries each has standing as an interested party in any proceeding affecting this Conservation Easement.

(a) **Costs of Enforcement.** Any reasonable costs incurred by the Easement Holder or any Third-Party Beneficiary, where it is the prevailing party, in enforcing the terms of this Conservation Easement against the Landowner, including, but not limited to, costs of suit and attorneys' and experts' fees, and any costs of restoration necessitated by Landowner's negligence or breach of this Conservation Easement shall be borne by Landowner. In any action where an agency of the United States is a party, the right to recover fees and costs shall be governed by federal law.

(b) **Enforcement Discretion.** Enforcement of the terms of this Conservation Easement against Landowner shall be at the respective discretion of Easement Holder and each of the Third-Party Beneficiaries, and any forbearance by any such party to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement shall not be deemed or construed to be a waiver by such party of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of such party's rights under this Conservation Easement. No delay or omission by Easement Holder or any Third-Party Beneficiary in the exercise of any right or remedy upon any breach shall impair such right or remedy or be construed as a waiver.

(c) **Acts Beyond Landowner's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Easement Holder or any Third-Party Beneficiary to bring any action against Landowner for any injury to or change in the Property resulting from (i) any natural cause beyond Landowner 's control, including, without limitation, fire not caused by Landowner, flood, storm, and earth movement, or any prudent action taken by Landowner under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes; or (ii) acts by Easement Holder or any Third-Party Beneficiary or employees of Easement Holder or any Third-Party Beneficiary; or (iii) acts by persons that entered the Easement Area unlawfully or by trespass whose activities degrade or harm the Conservation Values of the Easement Area or whose activities are otherwise inconsistent with this Conservation Easement where Landowner has undertaken all reasonable actions to prevent such activities or (iii) acts by persons that entered the Easement Area lawfully or unlawfully whose activities degrade or harm the Conservation Values of the Easement Area or whose activities are otherwise inconsistent with this Conservation Easement and/or the Management Plan where Landowner has undertaken all reasonable actions to discourage or prevent such activities.

(d) **Third-Party Beneficiary Rights**. The parties intend for Yolo Habitat Conservancy (during any such period, if any, that Yolo Habitat Conservancy does not also constitute Easement Holder), USFWS and CDFW (collectively, **"Third-Party Beneficiaries"**) to be third-party beneficiaries of this Conservation Easement. All rights and remedies conveyed to Easement Holder under this Conservation Easement shall extend to and are enforceable by each of the Third-Party Beneficiaries in accordance with the terms hereof. Landowner and Easement Holder acknowledge that, as Third-Party Beneficiaries of this Conservation Easement, the Third-Party Beneficiaries shall have the same rights of access to the Easement Area granted to Easement Holder in **Section 3** above, and with rights to enforce all of the provisions of this Conservation Easement. If at any time in the future Landowner uses, allows the use, or threatens to use or allow use of, the Easement Area for any purpose that is inconsistent with or in violation of this Conservation Easement then, despite the provisions of California Civil Code Section 815.7, the California Attorney General and each Third-Party Beneficiary has standing as an interested party in any proceeding affecting the Conservation Easement.

These rights are in addition to, and do not limit, the Easement Holder's obligations under federal, state, and local laws and regulations relating to the protection of biological resources and the environment. In addition, if the Wildlife Agencies reasonably determines that the Easement Area is not being held, monitored, or stewarded for conservation purposes in the manner specified in this Conservation Easement, the Yolo HCP/NCCP Instruments,

or the Management Plan, the Conservation Easement shall revert to the State of California or another entity as described in California Government Code Section 65967(e), and subject to approval as set forth therein.

7. **Public Access.** Nothing contained in this Conservation Easement gives or grants to the public an independent right to enter upon or use the Easement Area or any portion thereof. Nor shall this Conservation Easement extinguish any existing public right to enter upon or use the Easement Area, provided said right is disclosed to the Easement Holder and documented in the Management Plan and/or an exhibit to this Conservation Easement.

8. **Costs and Liabilities.** Except for those specific obligations to be undertaken by Easement Holder under Section 3 above, or in the Management Plan, Landowner shall retain all responsibilities and shall bear all costs and liabilities of any kind related to Landowner's ownership, operation, upkeep, management, and maintenance activities on and relating to the Easement Area as well as the Easement Area itself. Landowner agrees that neither the Easement Holder nor Third Party Beneficiaries shall have any duty or responsibility for the operation, upkeep, or maintenance of the Easement Area, the monitoring of hazardous conditions thereon, or the protection of Landowner, the public or any third parties from risks relating to conditions on the Easement Area. Landowner shall remain responsible for obtaining any applicable governmental permits and approvals for any activity or use allowed on the Easement Area under this Conservation Easement, and Landowner shall undertake all allowed activities and uses of the Easement Area in accordance with all applicable federal, state, local and administrative agency statutes, ordinances, rules, regulations, orders and requirements. Landowner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Easement Area by competent authority (collectively **"taxes"**), including any taxes imposed upon, or incurred as a result of, this Conservation Easement, and shall furnish Easement Holder with satisfactory evidence of payment upon request.

9. **Indemnification.**

(a) **Indemnification by Landowner.** Landowner shall hold harmless, protect and indemnify Easement Holder and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each a **"Landowner Indemnified Party"** and, collectively, the **"Landowner Indemnified Parties"**) from and against any and all liabilities, penalties, costs, losses, damages, expenses (including, without limitation, reasonable attorneys' and experts' fees and costs), causes of action, claims, demands, orders, liens or judgments (each a **"Claim"** and, collectively, **"Claims"**), arising from or in any way connected with: (i) injury to or the death of any person, or physical damage to any Easement Area, resulting from any act, omission, condition, or other matter related to or occurring on or about the Easement Area, regardless of cause, except that this indemnification shall be inapplicable to Landowner Indemnified Parties with respect to any Claim due solely to the negligence of Landowner Indemnified parties; (ii) the obligations specified in Sections 5 and 8; and (iii) the existence or administration of this Conservation Easement. If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice from Landowner Indemnified Parties, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Parties

or reimburse Landowner Indemnified Parties for all charges incurred for services of the California Attorney General in defending the action or proceeding.

(b) **Indemnification by Easement Holder.** Easement Holder shall hold harmless, protect, and indemnify Landowner and the Third-Party Beneficiaries, and their respective members, directors, officers, employees, agents, contractors, and representatives and the heirs, personal representatives, successors and assigns of each of them (each, an **"Easement Holder Indemnified Party,"** and collectively, the **"Easement Holder Indemnified Parties"**) from and against any and all Claims arising from or in any way connected with: (a) the activities of Easement Holder on the Easement Area, including without limitation the Easement Holder's performance of management and monitoring activities set forth in the Management Plan; (b) breach by Easement Holder of any provision of this Conservation Easement; (c) any injury to or the death of any person, or physical damage to any Easement Area occurring on or about the Easement Area resulting from any act, omission, condition, or other matter related to, an activity on, or use of, the Easement Area by Easement Holder, including without limitation, those performed under the Management Plan, unless due solely to the negligence or willful misconduct of the Easement Holder Indemnified Party; and (d) any violation of, or failure to comply with, any state, federal or local law, regulation or requirement, by Easement Holder in any way affecting, involving or relating to the Easement Area. If any action or proceeding is brought against any of the Easement Holder Indemnified Parties by reason of any such Claim, Easement Holder shall, at the election of and upon written notice from Landowner, defend such action or proceeding by counsel reasonably acceptable to the Easement Holder Indemnified Party.

10. **Extinguishment.** The Conservation Easement created by this agreement constitutes a property right. It is the Parties' intention that the terms and conditions of this Conservation Easement shall be carried out in perpetuity. Liberal construction is expressly required for purposes of effectuating the Conservation Easement in perpetuity, notwithstanding economic hardship or changed conditions of any kind. If circumstances arise in the future that render the purposes of this Conservation Easement impossible to accomplish, this Conservation Easement can only be terminated or extinguished, in whole or in part, by judicial proceedings in a court of competent jurisdiction commenced after written notice of the anticipated initiation of proceedings is provided in the same manner, and to the same entities, as set forth in Section 12(a), below. In addition, no such extinguishment shall affect the value of Yolo Habitat Conservancy's interest in the Easement Area, and if the Easement Area, or any interest therein, is sold, exchanged or taken by power of eminent domain after such extinguishment, the Yolo Habitat Conservancy shall be entitled to receive the fair market value of the Conservation Easement at the time of such extinguishment. If such extinguishment occurs with respect to fewer than all acres of the Easement Area, the amounts described above shall be calculated based on the actual number of acres subject to extinguishment.

11. **Condemnation.** This Conservation Easement is a "conservation easement" as defined in California Code of Civil Procedure section 1240.055(a)(1) and constitutes "property appropriated to public use" as defined in California Code of Civil Procedure section 1240.055(a)(3). A person authorized to acquire property for public use by eminent domain shall seek to acquire the Property, if at all, only as provided in Code of Civil Procedure § 1240.055. CDFW is a public entity that imposed conditions of approval on a project that were satisfied, in whole or part, by the creation of this Conservation Easement. If any person seeks to acquire the Property for public use,

Easement Holder shall provide notice to CDFW and comply with all obligations of the holder of a conservation easement under Code of Civil Procedure § 1240.055. If the Conservation Easement is condemned, the net proceeds from condemnation of the Conservation Easement interest shall be distributed according to Paragraph 10 above and, as applicable, used in compliance with Government Code § 65966(j).

12. **Transfer of Conservation Easement.** This Conservation Easement may be assigned or transferred by Easement Holder upon written approval of the Third-Party Beneficiaries which approval shall not be unreasonably withheld or delayed; provided, that Easement Holder shall give the Third-Party Beneficiaries and Landowner at least sixty (60) calendar days prior written notice of the proposed assignment or transfer. Easement Holder may transfer its rights under this Conservation Easement only to an entity or organization: (a) authorized to acquire and hold conservation easements pursuant to California law, including Civil Code Section 815.3 and California Government Code Section 65967(c) (and any successor or other provisions applicable at the time of the proposed transfer), or the laws of the United States; (b) otherwise reasonably acceptable to the Third-Party Beneficiaries. Easement Holder shall require the transferee to record the conveyance in the Official Records of the County where the Easement Area is located. The failure of Easement Holder to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforcement in any way. Any transfer under this section shall be subject to the requirements of **Section 16** below.

13. **Transfer of Easement Area.** Landowner agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which Landowner divests itself of any interest in all or any portion of the Easement Area, including, without limitation, a leasehold interest. For all transfers except routine and customary agricultural leases, Landowner further agrees to give written notice to Easement Holder and the Third-Party Beneficiaries of the intent to transfer any interest at least thirty (30) calendar days prior to the date of such transfer. Easement Holder and the Third-Party Beneficiaries shall have the right to prevent subsequent transfers in which prospective subsequent claimants or transferees are not given actual notice of the covenants, terms, conditions and restrictions of this Conservation Easement. The failure of Landowner to perform any act provided in this section shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any successor in interest or lessor of Landowner, by acceptance of a deed, lease, or other document purporting to convey an interest in the Easement Area, shall be deemed to have consented to, reaffirmed and agreed to be bound by all of the terms, covenants, restrictions, and conditions of this Conservation Easement.

14. **Transfer Fee Easement Holder.** Landowner and Easement Holder recognize and agree that any transfer of the Easement Area and any division of ownership will result in an additional burden on the monitoring and enforcement responsibilities of Easement Holder. Therefore, each transfer of the Easement Area (except for a Permitted Transfer) shall require Landowner's payment of a transfer fee to Easement Holder's easement stewardship fund. The fee shall be equal to the greater of three-fourths of one percent (0.75%) of the fair market value of the property transferred or twenty-five hundred dollars ($2,500.00), whichever is greater. Easement Holder may reduce or waive this fee at its sole discretion. For purposes of this Easement, **"Permitted Transfer"** shall mean any of the following: (i) a transfer without consideration (e.g. an inter vivos or testamentary gift), (ii) a transfer to an entity in which Landowner continues to retain both at least fifty-one percent (51%) of the voting rights in, and direct control of and participation in, such entity, or (iii) any transfer of any portion of the Property made as a result of condemnation or eminent

domain proceedings, including any negotiated transfer made to an entity with condemning authority in response to actual or threatened condemnation proceedings by that entity. Landowner and Easement Holder agree to execute and record a "NOTICE OF PAYMENT OF TRANSFER FEE REQUIRED" in accordance with California Civil Code Section 1098.5 respecting the transfer fee. The transfer fee shall be the obligation of the seller of the Property and shall be paid to Easement Holder at the address for giving notices to Easement Holder as set forth hereinbelow.

15. **Notices.** Any notice, demand, request, consent, approval, or communication that Landowner, Easement Holder, or any Third-Party Beneficiary desires or is required to give to the others shall be in writing and be served personally or sent by recognized overnight courier that guarantees next-day delivery or by first class mail, postage fully prepaid, addressed as follows:

To Landowner: *County of Yolo*
Attn: Natural Resources Division
292 West Beamer Street
Woodland, CA 95695
Telephone: (530) 666-8775

To Easement Holder: Yolo Habitat Conservancy
Attn: Executive Director
P.O. Box 2202
Woodland, CA 95776
Telephone: (530) 666-8150

To Third-Party Beneficiaries:

United States Fish and Wildlife Service
Attn: Sacramento Valley Division Supervisor
2800 Cottage Way, Room W-2605
Sacramento, CA 95825
Telephone: (916) 414-6600

California Department of Fish and Wildlife
Attn: Regional Manager
1701 Nimbus Road
Rancho Cordova, CA 95670
Telephone: (916) 358-2900

With a copy to: *California Department of Fish and Wildlife*
Office of the General Counsel
Attn: General Counsel
Post Office Box 944209
Sacramento, California 94244-2090
Telephone: (916) 445-8448

or to such other address as a party shall designate by written notice to the others. Notice shall be deemed effective upon delivery in the case of personal delivery or delivery by overnight courier or,

in the case of delivery by first class mail, five (5) calendar days after deposit into the United States mail.

16. **Amendment.** This Conservation Easement may not be amended, modified or otherwise changed in any manner, except by a written amendment executed by the Landowner and the Easement Holder, or their successors in interest, in their sole discretion. Any such amendment shall be subject to the prior written consent of the Third-Party Beneficiaries. Any amendment that is not made in strict accordance with the consent and other requirements of this Section shall be void and without effect. Any such amendment shall be consistent with the purposes of the Conservation Easement and shall not affect the perpetual duration of the Conservation Easement. Any such amendment must refer to this Conservation Easement by reference to its recordation data and must be recorded in the Official Records of the County where the Easement Area is located.

17. **Merger.** The doctrine of merger shall not operate to extinguish the Conservation Easement if the Conservation Easement and the Easement Area become vested in the same party. If, despite this intent, the doctrine of merger applies to extinguish the Conservation Easement then, a replacement conservation easement, with a new Easement Holder identified by the Yolo Habitat Conservancy and approved by the Third-Party Beneficiaries, containing the same protections embodied in this Conservation Easement shall be recorded against the Easement Area.

18. **No Hazardous Materials Liability.** Landowner represents and warrants that Landowner has no knowledge or notice of any Hazardous Materials (as defined below) or underground storage tanks existing, generated, treated, stored, used, released, disposed of, deposited or abandoned in, on, under, or from the Easement Area, or transported to or from or affecting the Easement Area. Landowner further represents, warrants and covenants that activities upon and use of the Easement Area by Landowner, its agents, employees, invitees and contractors shall comply with all Environmental Laws (as defined below) in using the Easement Area and that Landowner shall keep the Easement Area free of any material environmental defect, including, without limitation, contamination from Hazardous Materials (as defined below). Without limiting the obligations of Landowner under this Conservation Easement, including **Section 9(a)**, Landowner hereby releases and agrees to indemnify, protect and hold harmless the Landowner Indemnified Parties (as defined in **Section 9(a)**) from and against any and all Claims (as defined in **Section 9(a)**) arising from or connected with any Hazardous Materials or underground storage tanks present, alleged to be present, released in, from, or about or otherwise associated with the Easement Area at any time, except any Hazardous Materials placed, disposed or released by Landowner Indemnified Parties, or their employees or agents. This release and indemnification includes, without limitation, Claims for (a) injury to or death of any person or physical damage to any Easement Area; and (b) the violation or alleged violation of, or other failure to comply with, any Environmental Laws (as defined below). If any action or proceeding is brought against any of the Landowner Indemnified Parties by reason of any such Claim, Landowner shall, at the election of and upon written notice, defend such action or proceeding by counsel reasonably acceptable to the Landowner Indemnified Party including reimbursing CDFW for all charges incurred for services of the California Attorney General in defending the action or proceeding.

Despite any contrary provision of this Conservation Easement, the parties do not intend this Conservation Easement to be, and this Conservation Easement shall not be, construed such that it creates in or gives to Easement Holder or the Third-Party Beneficiaries any of the following:

(a) The obligations or liability of a "Landowner" or "operator," as those terms are defined and used in Environmental Laws (as defined below), including, without limitation, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.; hereinafter, **"CERCLA"**); or

(b) The obligations or liabilities of a person described in 42 U.S.C. Section 9607(a)(3) or (4); or

(c) The obligations of a responsible person under any applicable Environmental Laws; or

(d) The right to investigate and remediate any Hazardous Materials associated with the Easement Area; or

(e) Any control over Landowner's ability to investigate, remove, remediate or otherwise clean up any Hazardous Materials associated with the Easement Area.

The term **"Hazardous Materials"** includes, without limitation, (a) material that is flammable, explosive or radioactive; (b) petroleum products, including by-products and fractions thereof; and (c) hazardous materials, hazardous wastes, hazardous or toxic substances, or related materials defined in CERCLA, the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901 et seq.; hereinafter **"RCRA"**); the Hazardous Materials Transportation Act (49 U.S.C. Section 6901 et seq.; hereinafter **"HTA"**); the Hazardous Waste Control Law (California Health & Safety Code Section 25100 et seq.; hereinafter **"HCL"**); the Carpenter-Presley-Tanner Hazardous Substance Account Act (California Health & Safety Code Section 25300 et seq.; hereinafter **"HAS"**), and in the regulations adopted and publications promulgated pursuant to them, or any other applicable Environmental Laws now in effect or enacted after the date of this Conservation Easement.

The term **"Environmental Laws"** includes, without limitation, CERCLA, RCRA, HTA, HCL, HSA, and any other federal, state, local or administrative agency statute, code, ordinance, rule, regulation, order or requirement relating to pollution, protection of human health or safety, the environment or Hazardous Materials.

19. **Representations and Warranties.** Landowner hereby makes the following representations and warranties for the benefit of Easement Holder and the Third-Party Beneficiaries:

(a) **Authority.** Landowner has good and sufficient title to the Easement Area including all appurtenances thereto, including, without limitation, all minerals and mineral rights and all water and water rights, and Landowner has full right and authority to enter into this Conservation Easement and convey the Conservation Easement to Easement Holder. There are no monetary liens and encumbrances recorded against the Easement Area except as expressly identified in **Exhibit C**, that may conflict or are otherwise inconsistent with this Conservation Easement and which have not been expressly subordinated to this Conservation Easement by a written Subordination Agreement approved by Easement

Holder and the Wildlife Agencies. All deeds of trust and mortgages recorded against the Easement Area, or any portion thereof, are and shall continue to be subordinated to this Conservation Easement; documentation of such subordinations are contained in **Exhibit C**. No provisions of this Conservation Easement should be construed as impairing the ability of the Landowner to use the Property as collateral for subsequent borrowing, provided that any mortgage or lien arising from such a borrowing would be subordinated to this Deed of Conservation Easement.

(b) **Compliance with Laws.** Landowner has not received notice of, and has no knowledge of, any material violation of any federal, state, county or other governmental or quasi-governmental statute, ordinance, regulation, law or administrative or judicial order with respect to the Easement Area.

(c) **No Litigation.** There is no action, suit or proceeding which is pending or threatened against the Easement Area or any portion thereof relating to or arising out of the ownership or use of the Easement Area, or any portion thereof, in any court or in any federal, state, county, or municipal department, commission, board, bureau, agency or other governmental instrumentality.

20. **General Provisions.**

(a) **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of California, disregarding the conflicts of law principles of such state, and by applicable federal law.

(b) **Liberal Construction.** Despite any general rule of construction to the contrary, this Conservation Easement shall be liberally construed to accomplish the purposes of this Conservation Easement and the policy and purpose of Civil Code section 815, *et seq.* If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purposes of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid. It is the intent of this Conservation Easement to preserve the condition of the Easement Area and each of the Conservation Values protected herein, notwithstanding economic or other hardship or changes in circumstances or conditions. The provisions of this Conservation Easement shall be liberally construed to effectuate the purposes of the Conservation Easement and to allow Landowner's use and enjoyment of the Easement Area to the extent consistent with such purposes. Liberal construction is expressly required for purposes of effectuating this Conservation Easement in perpetuity, notwithstanding changed conditions of any kind. The Conservation Easement created by this agreement is the intended best and most productive use of the Easement Area. No remedy or election given by any provision in this Conservation Easement shall be deemed exclusive unless so indicated, but it shall, wherever possible, be cumulative with all other remedies at law or in equity. The parties acknowledge that each party and its counsel have had the opportunity to review and revise this Conservation Easement and that no rule of construction that ambiguities are to be resolved against the drafting party shall be employed in the interpretation of this Conservation Easement.

(c) **Severability.** If a court of competent jurisdiction voids or invalidates on its face any provision of this Conservation Easement, such action shall not affect the remainder of this Conservation Easement. If a court of competent jurisdiction voids or invalidates the application of any provision of this Conservation Easement to a person or circumstance, such action shall not affect the application of the provision to other persons or circumstances.

(d) **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement. No alteration or variation of this instrument shall be valid or binding unless contained in an amendment in accordance with **Section 15**.

(e) **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Landowner's title in any respect.

(f) **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall constitute a servitude running in perpetuity with the Easement Area.

(g) **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon a valid transfer of the party's interest in the Conservation Easement in accordance with the terms and provisions hereof, except that liability for acts or omissions or breaches occurring prior to transfer shall survive transfer.

(h) **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon its construction or interpretation.

(i) **Additional Easements.** Landowner shall not grant any additional easements, rights of way or other interests in the Property (other than a security interest that is expressly subordinated to this Conservation Easement), or grant, transfer, or otherwise abandon or relinquish (each a "Transfer") any mineral, air, or water right or agreement relating to the Property, without first obtaining the written consent of Easement Holder and the Third-Party Beneficiaries. Easement Holder and the Third-Party Beneficiaries may withhold such consent if it determines that the proposed interest or transfer is inconsistent with the purposes of this Conservation Easement or may impair or interfere with the Conservation Values. This section shall not prohibit transfer of a fee or leasehold interest in the Property that is subject to this Conservation Easement and complies with **Section 13**. Landowner shall provide a certified copy of any recorded or unrecorded grant or Transfer document to Easement Holder and Third-Party Beneficiaries.

(j) **Recording.** Easement Holder shall record this Conservation Easement in the Official Records of the county where the Easement Area is located and may re-record it at any time as Easement Holder deems necessary to preserve its rights hereunder.

(k) **Counterparts.** The parties may execute this Conservation Easement in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

(l) **Exhibits.** The following Exhibit(s) referenced in this Conservation Easement are attached to and incorporated by reference in this Conservation Easement:

Exhibit A – Legal Description of the Easement Area
Exhibit B – Baseline Documentation Certification
Exhibit C – Title Encumbrances
Exhibit D – Notice/Memorandum of Unrecorded Site-Specific Management Plan

Exhibit D shall be executed and recorded concurrently with this Conservation Easement as separate documents in the chain of title for the Property.

IN WITNESS WHEREOF, Landowner and Easement Holder have executed this Conservation Easement the day and year first above written.

LANDOWNER:
YOLO COUNTY

By: Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Date:

APPROVED AS TO FORM:

By: Eric May, Senior Deputy County Counsel

May 31, 2023
Date:

EASEMENT HOLDER:
YOLO HABITAT CONSERVANCY

By: Alexander Tengolics, Executive Director

Date:

APPROVED AS TO FORM:

By: Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

May 31, 2023
Date:

Exhibit A
Legal Description

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

Parcel B of Parcel Map No. 2887 for Frank Rodgers, filed July 12, 1979, in Book 4 of Parcel Maps, Page 99, Yolo County Records.

Excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Capital Company, a Corporation to Frank A. Rodgers and Anna Ilg Rodgers, his wife, recorded March 25, 1942, in Book 168 of Official Records, Page 38.

Surface rights down to a depth of 500 feet were quitclaimed to Francis O. Rodgers, also known as Frank O. Rodgers, Lucille E. Rodgers, Francis J. Rodgers and Carol Ann Rodgers, by Quitclaim Deed recorded July 31, 1979, in Book 1379 of Official Records, Page 171.

Also excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate below a depth of 500 feet, as reserved in the deed from Francis J. Rodgers, et al., recorded July 31, 1979, in Book 1379 of Official Records, Page 175.

APN: 025-350-025-000

Exhibit B – Baseline Documentation Certification

Acknowledgment of Baseline Documentation Report and Receipt of Baseline Documentation Report

The undersigned, Oscar E. Villegas, representing the County of Yolo, as Landowner, and Alexander Tengolics, representing the Yolo Habitat Conservancy, as Easement Holder, certify as follows:

a) Each is familiar with the condition of the approximately 30.0 acres, located in the County of Yolo, State of California, designated Assessor's Parcel Number 025-350-025. Said real property is referred to as the "Easement Area," in that certain Deed of Conservation Easement and Permanent Restrictions on Use to which this Exhibit B is attached; and

b) Each does hereby acknowledge and certify that the Baseline Documentation Report, and all of its inclusions, dated April 28, 2023, prepared by Christine Alford, owner of Alford Environmental LLC, is an inventory of the natural resources of the Property and an accurate representation of the condition of the Easement Area as of the date of conveyance of the Deed of Conservation Easement and Permanent Restrictions on Use.

Duplicate originals of the Baseline Documentation Report were signed and delivered by each of Landowner and Easement Holder, and each will receive a duplicate original of the Baseline Documentation Report at the close of escrow.

LANDOWNER:
YOLO COUNTY

By: Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Date:

EASEMENT HOLDER:
YOLO HABITAT CONSERVANCY

By: Alexander Tengolics, Executive Director

Date:

Exhibit C –Title Encumbrances

- Rights and easements, including but not limited to, recreation, navigation and fishery, which may exist over that portion of said land lying beneath the waters of Cache Creek.

- Rights of the public and of the County of Yolo, as to that portion of the herein described property lying within County Road No. 96, a public road.

- An easement over said land for an irrigation ditch and incidental purposes reserved by Capital Company, in deed recorded March 25, 1942, (book) 168 (page) 38, Official Records. Affects: an undisclosed portion of a larger parcel of land, of which premises is a portion thereof. No representation is made as to the current ownership of said easement.

- The terms, conditions, provisions, and easements as contained in the document entitled "Reciprocal Easement Grant", by and between Francis O. Rodgers, also known as Frank O. Rodgers, Lucille E. Rodgers, Francis J. Rodgers and Carol Ann Rodgers, and A. Teichert and Son, Inc., dated July 29, 1979, recorded July 31, 1979, as (book) 1379 (page) 177, Official Records.

- The terms, conditions, provisions and stipulations as contained in the agreement entitled "Development Agreement", by and between Teichert Land Co., Muller Farms, and the County of Yolo, recorded January 7, 1997, (instrument) 1997-0000310, Official Records.

- Covenants, conditions and restrictions as contained in the deed from Teichert Land Co., recorded December 10, 2004, (instrument) 2004-0056746, Official Records.

- The terms, conditions, provisions and easements as contained in the document entitled "Access Easement and Agreement", by and between County of Yolo and Yolo County Natural Community Conservation Plan Joint Powers Agency, a California Joint Powers Agency, dated September 8, 2021, recorded October 28, 2021, as (instrument) 2021-0040787, Official Records.

Exhibit D – Notice/Memorandum of Unrecorded Site-Specific Management Plan

RECORDING REQUESTED BY AND
WHEN RECORDED MAIL TO:

Yolo Habitat Conservancy
P.O. Box 2202
Woodland, CA 95776
Attention: Executive Director

Exempt from recording fees (Cal. Gov. Code § 27383)

APN: 025-350-025 Space Above Line for Recorder's Use Only

MEMORANDUM OF UNRECORDED MANAGEMENT PLAN

This Memorandum of Unrecorded Management Plan (Plan), shall be effective upon the date it is recorded with the Yolo County Recorder and is dated for reference purposes only as of June 30, 2023, is recorded to provide notice of a Management Plan affecting a portion of the property encumbered by the Conservation Easement between the Yolo Habitat Conservancy and owner(s) of real property, "Property", as described in Attachment A.

A **Conservation Easement** was recorded against a portion of the Property consistent with the Yolo Habitat Conservation Plan/Natural Community Conservation Plan (**"Yolo HCP/NCCP"**), dated April 2018; and

The **Yolo Habitat Conservancy** is required to monitor and enforce the terms of the **Conservation Easement**.

Along with the **Conservation Easement** a Management Plan was agreed to by all parties to protect habitat and species on a portion of the Property. The Management Plan provides agreed upon methods/practices and activities as well as restrictions that affect the property. Any changes to the Conservation Easement Management Plan require **Yolo Habitat Conservancy** written approval. It is the Property owner's responsibility to comply with all requirements of the Conservation Easement Management Plan. A copy of the Management Plan may be obtained by mailing a request to the Yolo Habitat Conservancy P.O. Box 2202, Woodland, CA 95776.

Failure to comply with the terms of the Conservation Easement and Management Plan may result in financial penalties to the property owner.

LANDOWNER:
YOLO COUNTY

_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

APPROVED AS TO FORM:

_____
Eric May, Senior Deputy County Counsel

EASEMENT HOLDER:
YOLO HABITAT CONSERVANCY

_____
Alexander Tengolics, Executive Director

APPROVED AS TO FORM:

_____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

Attachment A
Legal Description

The land described herein is situated in the State of California, County of Yolo, unincorporated area, described as follows:

Parcel B of Parcel Map No. 2887 for Frank Rodgers, filed July 12, 1979, in Book 4 of Parcel Maps, Page 99, Yolo County Records.

Excepting therefrom, an undivided one-half interest in all oil, gas and other hydrocarbons and minerals now or at any time hereafter situate therein and thereunder, as reserved in the Deed from Capital Company, a Corporation to Frank A. Rodgers and Anna Ilg Rodgers, his wife, recorded March 25, 1942, in Book 168 of Official Records, Page 38.

Surface rights down to a depth of 500 feet were quitclaimed to Francis O. Rodgers, also known as Frank O. Rodgers, Lucille E. Rodgers, Francis J. Rodgers and Carol Ann Rodgers, by Quitclaim Deed recorded July 31, 1979, in Book 1379 of Official Records, Page 171.

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APN: 025-350-025-000

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 11.
Board of Supervisors **Natural Resources**

Meeting Date:	06/06/2023
Brief Title:	Reorganization Application for Elkhorn Fire Protection District
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Elisa Sabatini, Manager of Natural Resources, Department of Community Services, x5773
Supervisorial District Impact:	Districts 1 & 3

Subject
Adopt Amended Resolution of Application Initiating Proceedings with the Yolo Local Agency Formation Commission (LAFCo) for a Change of Organization to Dissolve the Elkhorn Fire Protection District and Concurrent Annexation of Territory within the District's Boundaries into County Service Area No. 9. (No general fund impact) (Lindbo/Sabatini)

Recommended Action
Staff recommends that the Board adopt the attached Amended Resolution of Application initiating proceedings with LAFCo for a change of organization to dissolve the Elkhorn Fire Protection District and concurrent annexation of territory within the District's Boundaries into County Service Area No. 9 (Attachment A).

Strategic Plan Goal(s)

Safe Communities

Reason for Recommended Action/Background
On December 6, 2022, the Board adopted a resolution (Item #51; Resolution No. 22-167) initiating a Yolo Local Agency Formation Commission (Yolo LAFCo) application for the purpose of dissolving the Elkhorn Fire Protection District (FPD) and reorganizing the Elkhorn FPD territory into Springlake FPD and County Service Area 9 (CSA9). On April 18, 2023, the Board modified their previous direction and recommended that the successor agency for Elkhorn FPD be solely CSA9, and removing Springlake FPD from the anticipated Yolo LAFCo application (Item #28; Minute Order #23-36).

The modified Elkhorn FPD successor agency proposal was derived from the feedback during the engagement efforts with the East Davis and Springlake FPDs--specifically, the concern over impacting contract-only fire protection districts that are performing well. If Elkhorn becomes part of CSA 9, the County Board of Supervisors would assume responsibility for the district and the necessary fire protection contracts with the cities of Woodland and West Sacramento.

As directed at the April 18, 2023, Board meeting, staff has amended the Resolution of Application to initiate the reorganization proceedings (see Att. A) to reflect the Board's modified direction. The attached resolution, if adopted, directs staff to file an application with Yolo LAFCo seeking the dissolution of the Elkhorn FPD and reorganization of Elkhorn's territory into CSA9.

Collaborations (including Board advisory groups and external partner agencies)
Staff have collaborated with various rural fire protection districts, the Woodland Fire Department, the Davis Fire Department, the Fire Sustainability Ad Hoc Committee (Supervisors Barajas and Sandy), the Department of Finance, and the Office of County Counsel on this effort.

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action	
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure

General Fund	$0

Attachments

Att. A. Amended Resolution

Form Review

Inbox	Reviewed By	Date
Elisa Sabatini (Originator)	Elisa Sabatini	06/01/2023 10:00 AM
Leslie Lindbo	Leslie Lindbo	06/01/2023 11:01 AM
County Counsel	Hope Welton	06/01/2023 04:37 PM
John Rowe	John Rowe	06/01/2023 04:40 PM
Form Started By: Elisa Sabatini		Started On: 05/30/2023 06:52 PM
Final Approval Date: 06/01/2023		

RESOLUTION NO. 23-_____

AMENDED RESOLUTION OF APPLICATION OF THE YOLO COUNTY BOARD OF SUPERVISORS INITIATING PROCEEDINGS WITH THE YOLO LOCAL AGENCY FORMATION COMMISSION FOR A CHANGE OF ORGANIZATION TO DISSOLVE THE ELKHORN FIRE PROTECTION DISTRICT AND CONCURRENT ANNEXATION OF THE TERRITORY WITHIN THAT DISTRICT'S BOUNDARIES INTO COUNTY SERVICE AREA NO. 9

WHEREAS, the Elkhorn Fire Protection District ("Elkhorn FPD") operates and exists pursuant to the provisions of the Fire Protection District Law of 1987, Health and Safety Code section 13800 et seq. with a board appointed by the Yolo County Board of Supervisors;

WHEREAS, the County's Long-Term Fire Sustainability effort began in 2018 and has since continued exploring options to improve the long-term sustainability of the County's 15 rural fire protection districts ("FPDs") that serve the unincorporated area of Yolo County, including the Elkhorn FPD; and

WHEREAS, the County produced a report following this initial effort entitled, "Yolo County Fire Protection Districts: A Review of Challenges and Strategic Approaches," which was presented to the Board of Supervisors on July 23, 2019 and described challenges facing the Yolo County rural fire protection districts, including:

- Recruitment and retention of volunteers
- Increased calls for services
- Obtaining sufficient funding to maintain operations; and

WHEREAS, the challenges faced by the FPDs are not unique to Yolo County and mirror challenges in the delivery of fire protection services at both the state and national level; and

WHEREAS, the challenges affecting the County's rural FPDs affect all Supervisorial districts throughout the County and is a County-wide concern; and

WHEREAS, the County of Yolo is an "affected local agency" within the meaning of Government Code section 56014; and

WHEREAS, on September 27, 2022, the Board of Supervisors received an update on the Yolo Local Agency Formation Commission's ("LAFCo") Municipal Services Review ("MSR") and Sphere of Influence ("SOI") Update for the 15 FPDs that serve the unincorporated area of Yolo County, including County staff's regional governance recommendations; and

WHEREAS, the purpose of a MSR in general is to provide a comprehensive inventory and analysis of the services provided by local municipalities, county service areas, and special districts, to evaluate the structure and operation of such agencies, and to discuss possible areas for improvement and coordination; and

WHEREAS, the LAFCo MSR, adopted July 28, 2022, determined that the FPDs are fragmented and could be improved primarily by adopting joint operation agreements or through reorganization of certain districts to address efficient service delivery and health or safety concerns; and

WHEREAS, the MSR determined that Elkhorn FPD's demand for service/call volume has increased significantly, and Elkhorn FPD is not able to adequately respond to its current service demands, with personnel, apparatus levels and response times significantly below recommended levels, including a significant number of missed calls; and

WHEREAS, the MSR recommended that Elkhorn FPD be dissolved, and its territory annexed into Springlake Fire Protection District ("Springlake FPD") (for the City of Woodland service area) and County Service Area No. 9 ("CSA 9") (for the City of West Sacramento service area), and approved corresponding sphere of influence updates, dividing Elkhorn FPD's territory between the Springlake FPD and CSA 9 geographically to minimize response times; and

WHEREAS, the Board of Supervisors adopted Resolution No. 22-167 on December 6, 2022, initiating an application to the Yolo Local Agency Formation Commission to reorganize and dissolve the Elkhorn Fire Protection District and concurrently annex the Elkhorn Fire District territory into Springlake Fire Protection District and County Service Area No. 9; and

WHEREAS, the Board of Supervisors modified its previous approval and direction on April 18, 2023 (Minute Order No. 23-36) and approved a change in the successor agencies to Elkhorn Fire Protection District from Springlake Fire Protections District and County Service Area No. 9, to County Service Area No. 9 only; and

WHEREAS, in accordance with Government Code section 56654(a), the County of Yolo, as an affected local agency, may request a change of organization to dissolve Elkhorn FPD and further request that Elkhorn FPD's territory be annexed into CSA 9.

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of Yolo County as follows:

1. Incorporation of Recitals. The recitals set forth above are true and hereby incorporated as substantive findings for this Resolution of Application.

2. Reorganization Proposal. A proposal is hereby made by the Yolo County Board of Supervisors to LAFCo, amending its prior Resolution of Application (Resolution No. 22-167), as follows:

   a. This proposal for the Reorganization is made pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000 commencing with Section 56000 of the California Government Code.
   b. The nature of the proposed reorganization is dissolution of the Elkhorn FPD and concurrent annexation of the FPD's territory into CSA 9 for the

provision of the fire protection and emergency services provided by Elkhorn FPD
with services provided pursuant to the respective principal acts of the CSA 9 (Government Code, §§ 25210 et seq.).

c. The boundaries of the proposed reorganization area are depicted on the corresponding map attached hereto as Exhibit "A," and incorporated herein by this reference.
d. The reasons for proposed Reorganization are as follows:
    i. Ensure continuity and eliminate redundancies of emergency response services within the boundaries of the Elkhorn FPD and improve service response times with consolidation; and
    ii. Produce savings by eliminating duplication of personnel, purchase of equipment, and oversight associated with the operation of multiple agencies providing the same service.

3. Application. Staff is directed to prepare the required reorganization application materials, including the information required by Government Code section 56652 and a Plan for Services in accordance with Government Code section 56653, and submit the application to LAFCo.

4. Delegation. The Board authorizes the County Administrative Officer ("CAO") or CAO's designee to execute the application for reorganization and any other documents, in forms approved by County Counsel, and to administer all actions necessary to carry out this Resolution of Application and the proposed reorganization of the Elkhorn FPD.

PASSED AND ADOPTED by the Yolo County Board of Supervisors at its meeting on June 6, 2023, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:

_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

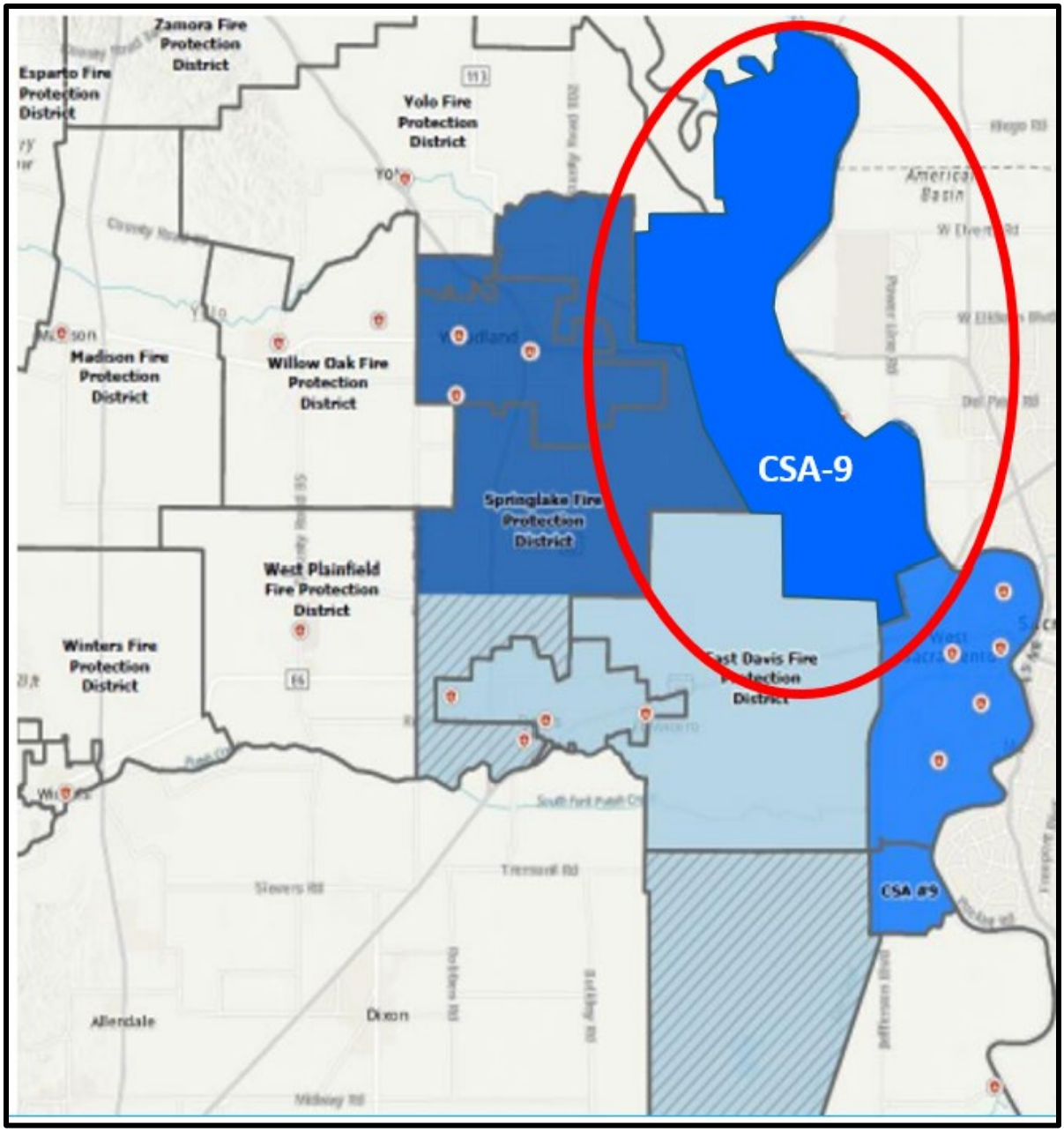
Attest: Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: _____
Kimberly Hood, Assist. County Counsel

EXHIBIT A


Zamora Fire Protection District
Esparto Fire Protection District
Yolo Fire Protection District
Madison Fire Protection District
Willow Oak Fire Protection District
Springlake Fire Protection District
West Plainfield Fire Protection District
Winters Fire Protection District
East Davis Fire Protection District
CSA-9
CSA #9
Dixon
Allendale

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 12.
Board of Supervisors **Natural Resources**

Meeting Date:	06/06/2023
Brief Title:	Easement Agreement for Knights Landing Flood Management Project
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Elisa Sabatini, Manager of Natural Resources, Department of Community Services, x5773
Supervisorial District Impact:	District 5

Subject

Approve agreement with Marvin L. Crawford Jr., in the amount of $60,300, for acquisition of a permanent drainage easement and a temporary construction easement for the Knights Landing Drainage Infrastructure Improvements Project; and authorize the Director of Public Works to sign the agreement and take the administrative actions necessary to complete acquisition of the easements. (No general fund impact) (Lindbo/Sabatini)

Recommended Action

A. Approve agreement with Marvin L. Crawford Jr., in the amount of $60,300, for acquisition of a permanent drainage easement and a temporary construction easement for the Knights Landing Drainage Infrastructure Improvements Project; and

B. Authorize the Director of Public Works to sign the agreement, approve payment, open escrow, accept the easement, record the deeds once the signed deeds have been received and escrow has closed, and take other actions necessary to complete the acquisition of the easements.

Strategic Plan Goal(s)

Safe Communities

Robust Economy

Reason for Recommended Action/Background

In 2017, Yolo County received a grant from the California Department of Water Resources' ("DWR") Small Communities Flood Risk Reduction Program ("SCFRRP") to complete a feasibility study of structural and non-structural actions that could reduce flood risk to the town of Knights Landing. The County prepared the *2019 Knights Landing Small Community Flood Risk Reduction Feasibility Study* as a deliverable for the grant.

In 2020, the County received additional grant funding from DWR as part of Phase 2 of the SCFRRP to implement the Knights Landing Flood Management Project, which consists of the design, environmental documentation, permitting, real estate, and construction activities required to improve the conditions of the existing State Plan of Flood Control levees that protect Knights Landing, as well as ecosystem restoration and enhancement. When the Knights Landing Flood Management Project is completed, it will reduce or prevent flooding to a population of 995 County residents, approximately 321 structures, and 3,400 acres of prime agricultural lands.

The Project contains four elements - one of which is the design, permitting, and construction of drainage infrastructure improvements within the town. This project element is the focus of this staff report.

Project Description

Yolo County, in cooperation with DWR, is proposing to construct drainage facility improvements within the town of

Knights Landing. This project is referred to as the Knights Landing Drainage Infrastructure Improvements Project ("Project"). The Project is designed to incorporate the following features:

- road-side ditch improvements along 2nd Street between the Post Office and Railroad Street to improve storm water drainage capacity;
- a buried closed conduit under Railroad Street between 2nd Street and 4th Street (approximately 2.25-feet-wide by 1-foot-deep);
- an open channel along the east side of Railroad Street between 4th Street and 7th Street (approximately 3-feet-deep; 2:1 side slopes);
- the removal of the existing concrete arch culvert; and
- the degrade of the abandoned railroad embankment using a 50-foot-wide open cut channel.

An aerial map depicting the locations of these features has been included with the staff report (Att. A).

Environmental Review
An Initial Study/Mitigated Negative Declaration and Mitigation Monitoring and Reporting Program for the Project was adopted by the Board of Supervisors on May 10, 2022 (Minute Order No. 22-57; Item No. 11). A Notice of Determination was filed with the County Clerk-Recorder and the State Clearinghouse in compliance with Section 21152 of the Public Resources Code on May 12, 2022 (Document No. 57-05122022-054). A State Clearinghouse Number of 2022030394 was attributed to this Project.

Procurement and Real Estate
On August 30, 2022, the Board of Supervisors adopted the plans and specifications for construction of the Project and authorized the Department of Community Services ("Department") to advertise for competitive bids, in addition to other procurement related actions (Minute Order No. 22-89; Item No. 9).

The Department plans to go out to bid for this Project in Summer 2023; however, all outstanding real estate related items must be complete in order to do so. One such outstanding item is the acquisition of a permanent drainage easement and a temporary construction easement on APN 056-334-001 (Att. B). The subject property is a 0.45-acre tract of residential land located at the northeast corner of Railroad Street and County Road 116 located near the southernmost portion of the project. The property is owned by Mr. Marvin L. Crawford Jr.

An independent appraisal was prepared by CBRE Valuation & Advisory Services to determine the value of the easement interests the County must acquire for the Project. In accordance with federal requirements for property acquisition, just compensation was established by the County based on this appraisal. County staff, and its consultant team, worked with Mr. Crawford Jr. to come to a mutually acceptable agreement for the purchase of the easements and compensation.

Current Request
At this time, staff is requesting that the Board of Supervisors approve the agreement with Marvin L. Crawford Jr., in the amount of $60,300, for acquisition of a permanent drainage easement and a temporary construction easement for the Knights Landing Drainage Infrastructure Improvements Project (Att. C).

Additionally, Staff is requesting the Board authorize the Director of Public Works to sign the agreement, approve payment, open escrow, accept the easement, record the deeds once the signed deeds have been received and escrow has closed, and take other actions necessary to complete the acquisition of the easements.

Collaborations (including Board advisory groups and external partner agencies)
Department staff and its Knights Landing Flood Management Project consultant team, specifically MBK Engineers and Monument Row, Inc., collaborated with the Office of County Counsel and the property owner on this item.

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$60,300
Amount budgeted for expenditure	$60,300
Additional expenditure authority needed	$0

One-time commitment	Yes

Source of Funds for this Expenditure

DWR Funding	$54,270
Local	$6,030

Further explanation as needed

This item falls under Task 5 (Real Estate) of the County's Funding Agreement with DWR for the Knights Landing Flood Management Project. Task 5 has a cost share split of 90% State and 10% Local. Based on this split, the cost share of the proposed easement acquisitions is as follows:

- State: $54,270
- County: $6,030 (paid via the Knights Landing Levee Capital Project Fund)

All expenditures related to this item are accounted for in the adopted FY 22-23 budget.

Attachments

Att. A. Project Features
Att. B. Proposed Acquisition Areas
Att. C. Agreement

Form Review

Inbox	Reviewed By	Date
Casey Liebler (Originator)	Casey Liebler	05/25/2023 09:36 AM
Elisa Sabatini	Elisa Sabatini	05/30/2023 10:32 AM
Leslie Lindbo	Leslie Lindbo	05/30/2023 08:55 PM
County Counsel	Hope Welton	05/31/2023 08:54 AM
John Rowe	John Rowe	05/31/2023 09:30 AM
Form Started By: Casey Liebler		Started On: 05/17/2023 04:25 PM
Final Approval Date: 05/31/2023		

ATTACHMENT A

PROJECT FEATURES

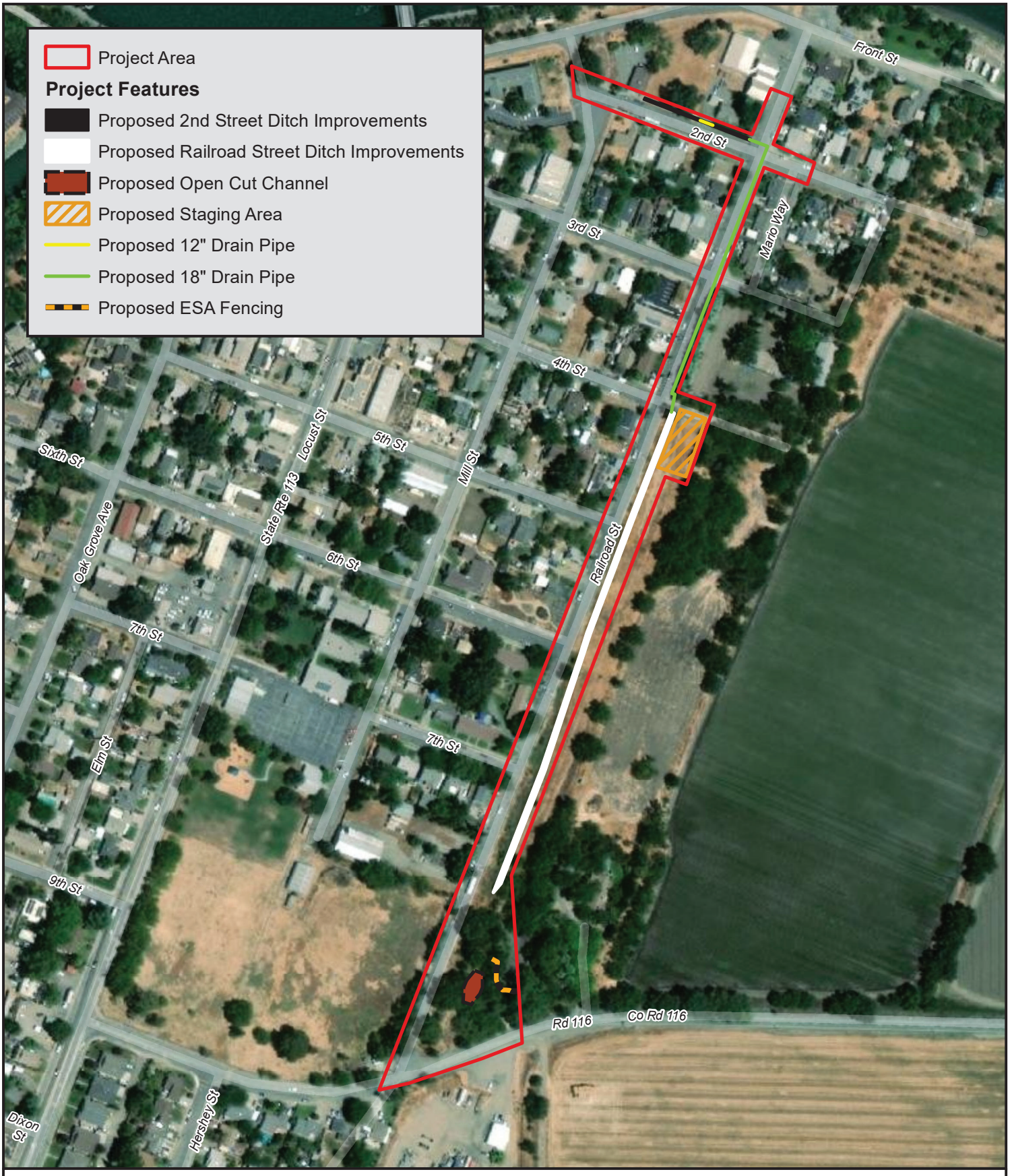


FIGURE 4

PROJECT FEATURES

KNIGHTS LANDING SMALL COUMMUNITY
FLOOD RISK REDUCTION PROJECT - PHASE 2
YOLO COUNTY, CALIFORNIA
JANUARY 2022

0 100 200 400
Feet

NORTH

WOOD RODGERS

J:\3000-s\3614_MBK_Engineers\3614008_Knights Landing\GIS\Data\ArcMap\ISMND\F3_Project Features.mxd 1/11/2022 2:55:33 PM adellas

ATTACHMENT B

PROPOSED ACQUISITION AREAS

Subject Aerial with Acquisition Overlay



Note: Boundaries are approximate for visual reference only. Does not constitute a survey.

Aerial View of Subject Parcel and the Proposed Acquisition Area

Source: Appraisal Report produced by CBRE Valuation & Advisory Services (December 2022)

ATTACHMENT C

AGREEMENT FOR PURCHASE OF INTEREST IN REAL PROPERTY

APN: 056-334-001
Owner: Marvin L. Crawford Jr, a single man

AGREEMENT NO. _____

AGREEMENT FOR PURCHASE OF INTEREST IN REAL PROPERTY
Knights Landing Drainage Infrastructure Improvement Project

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2023 by and between the County of Yolo ("County") and Marvin L. Crawford Jr, a single man ("Grantor").

The parties hereby mutually agree as follows:

1. **Deeds Delivery.** Within seven (7) calendar days of the full execution of this Agreement, Grantor shall execute and deliver one Permanent Drainage Easement Deed and one Temporary Construction Easement Deed ("Deeds") to the County for the purpose of conveying to the County the certain interests described in the Deeds. A copy of the Deeds are attached hereto as Exhibit 1 & Exhibit 2 and incorporated by this reference. A legal description and plat depicting the subject property are included in Exhibit 1 and Exhibit 2 as Exhibits A and B and are incorporated herein by this reference.

2. **Purchase Price and Title.** The County shall pay the Grantor the sum of **Sixty Thousand Three Hundred Dollars ($60,300.00)** ("Purchase Price"). By execution of this Agreement, Grantor acknowledges that this Agreement and payment of the Purchase Price to Grantor includes any and all just compensation to which Grantor may be entitled for the interests conveyed by the Deeds and construction and use of the Knights Landing Drainage Infrastructure Improvement Project.

   Payment for the interest conveyed by the Deeds ($60,300.00), shall be made within 60 days after this agreement is fully executed and the signed/notarized Deeds are delivered to the County free and clear of all liens, encumbrances, taxes, assessments, easements and leases, recorded and/or unrecorded, except:

   a. Taxes for the tax year in which this escrow closes shall be cleared and paid in the manner required by Section 5086 of the Revenue and taxation Code, if unpaid at the close of escrow.

   b. Covenants, conditions, restrictions, and reservations of record, if any; and

   c. Easements or rights of way over said land for public or quasi-public utility or public street purposes, if any.

3. **Escrow.** The conveyance of the Deeds will be handled through an escrow with Fidelity National Title Company, located 8525 Madison Avenue, Suite 110, Fair Oaks, CA 95628, Phone (916) 646-6018 or other title company designated by the Director of Public Works. The County shall pay all costs of escrow and recording incurred in this transaction, and if title insurance is desired by the County, title insurance policy expenses. Escrow and recording costs shall not, however, include any trustee fees, forwarding fees, or penalty for any full or partial reconveyance of Deeds or full release of any mortgage paid.

4. **Deductions.** The County shall have the authority to deduct and pay from the Purchase Price any amount necessary to satisfy any bond, lender, lien, or other encumbrance demands and delinquent taxes due in any year except the year in which this escrow closes, together with penalties and interest thereon, and/or delinquent and unpaid non-delinquent assessments which have become a lien at the close of escrow.

   Any monies payable under this contract up to and including the total amount of unpaid principal and interest on note(s) secured by mortgage(s) or Deeds(s) of trust, if any, and all other amounts due and payable in accordance with the terms and conditions of said trust Deeds(s) or mortgage(s), shall upon demand(s) be made payable to the mortgagee(s) or beneficiary(ies) entitled thereunder; said mortgagee(s) or beneficiary(ies) to furnish grantor with good and sufficient receipt showing said monies credited against the indebtedness secured by said mortgage(s) or Deeds(s) of trust.

5. **Warranties.**

   a. The persons signing on behalf of Grantor warrants that they are the owner in fee simple or has the authority to sign on behalf of the owner of the Subject Property, that this Agreement, and Deeds have been properly executed by Grantor, and that no other persons are required to execute this Agreement, and Deeds on behalf of Grantor in order to fully convey to the County that interest in the Subject Property described in the Deeds. The person signing this Agreement on behalf of Grantor understands that the County is entering into this Agreement in reliance upon these warranties made by Grantor.

   b. Grantor warrants that there are no oral or written leases on all or any portion of the property exceeding a period of one month, or that any leases on the property described in the Deeds will be terminated by the date of possession and Grantor agrees to hold the County harmless and reimburse the County for any and all of its losses and expenses occasioned by reason of any lease of the property held by any tenant of Grantor for a period exceeding one month.

6. **Indemnification.** Grantor covenants and agrees to indemnify and hold the County harmless from all claims that other parties may make or assert on the title to the premises for interests not set forth in the record title.

7. **Permission to Enter.** Permission is hereby granted to the County or its authorized agent to enter on Grantor's land, where necessary, for the purpose of performing the work.

8. **Date of Possession.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the Subject Property by the County, including the right to remove and dispose of improvements, shall commence on the date funds are deposited into said escrow account or delivery of Purchase Price to Grantor, whichever occurs later, and that the Purchase Price includes, but is not limited to, full payment for such possession and use including damages, if any from said date.

9. **Temporary Construction Easement.** It is agreed and confirmed by the parties hereto that notwithstanding other provisions in this Agreement, the right of possession and use of the TCE by the County, including the right to remove and dispose of improvements, shall commence on upon the date funds are deposited into said escrow account or delivery of Purchase Price to Grantor and the TCE and shall terminate six (6) months after the execution date, or when the Yolo County Board of Supervisors access the work as complete, whichever occurs first.

   In case of unpredictable delays in construction, upon written notification, the terms of the TCE may be extended by an amendment to the Agreement. Grantor shall be compensated based on the fair market value at the time of the extension. Payment shall be made to the Grantor for the extension prior to the expiration of the original term.

   If the TCE is recorded, the County will quitclaim the interests conveyed by the TCE, to Grantor at the expiration of said terms in this Agreement.

10. **Hazardous Materials.** The property being acquired in this transaction reflects the fair market value of the property without the presence of contamination. If the property being acquired is found to be contaminated by the presence of hazardous waste, which required mitigation under Federal or State law, the County may elect to recover its cleanup costs from those who caused or contributed to the contamination.

11. **Successors and Assigns.** The parties hereto understand and agree that this Agreement insures to the benefit of, and is binding on, the parties, their respective heirs, personal representative, successors, and assigns.

12. **Entire Agreement.** The parties have set forth the whole of their Agreement. The performance of the Agreement constitutes the entire consideration for the Deeds and shall relieve the County of all further obligation or claims on this account, or on account of the location, grade, or construction of the proposed public improvement. No obligations other than those set forth in this Agreement will be legally binding on either party.

13. **Counterparts.** This Agreement may be executed in counterparts, each of which so executed shall, irrespective of the date of its execution and delivery, be deemed an original, and all such counterparts together shall constitute one and the same instrument.

14. **Title VI Assurances.** The parties to this Agreement shall, pursuant to Section 21.7(a) of Title 49, Code of Federal Regulations, comply with all elements of Title VI of the Civil Rights Act of 1964. This requirement under Title VI and the Code of Federal Regulations is to complete the USDOT-Non-Discrimination Assurance requiring compliance with Title VI of the Civil Rights Act of 1964, 49 C.F.R. Section 50.3.

    No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity that is the subject of this Agreement.

APN: 056-334-001
Owner: Marvin L. Crawford Jr, a single man

IN WITNESS WHEREOF, the parties to this Agreement have executed this Agreement as of the day and year above set forth.

COUNTY:

County of Yolo

By: _____
Vin Cay
Public Works Director

Approved as to Form:
Philip J. Pogledich, County Counsel

By: _____
Kimberly Hood, Assistant County Counsel

GRANTOR:

Marvin L. Crawford Jr, a single man

By: _____

Name: Marvin L. Crawford Jr.

Date: 03/22/2023

EXHIBIT 1

WHEN RECORDED MAIL TO:

THE COUNTY OF YOLO
DEPARTMENT OF COMMUNITY SERVICES
PUBLIC WORKS DIVISION
292 West Beamer Street
Woodland, CA. 95695-2598

A.P.N.: A Portion of 056-334-001 (SPACE ABOVE THIS LINE FOR RECORDER'S USE)

PERMANENT DRAINAGE EASEMENT DEED

The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00 SECTION 11922 R & T CODE; GOVERNMENTAL AGENCY ACQUIRING TITLE
City Transfer Tax: $0.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged,

MARVIN L. CRAWFORD JR, A SINGLE MAN

Hereby GRANT(S) to **THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA**,

A PERMANENT EASEMENT FOR DRAINAGE PURPOSES, A PERPETUAL RIGHT TO CONSTRUCT AND MAINTAIN DRAINAGE FACILITIES, INCLUDING THE RIGHT OF INGRESS AND EGRESS AND APPURTENANCES THERETO, IN, OVER, UNDER, UPON, AND ACROSS ALL THAT REAL PROPERTY SITUATED IN SITUATED IN THE COUNTY OF YOLO, STATE OF CALIFORNINA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF FOR FULL LEGAL DESCRIPTION & PLAT MAP

GRANTOR:

Dated: 03/22/2023

MARVIN L. CRAWFORD JR

(CERTIFICATE OF ACCEPTANCE, GOVERNMENT CODE, SECTION 27281)

This is to certify that the interest in real property conveyed by this deed to the County of Yolo, a political subdivision of the State of California, is hereby accepted in accordance with the requirements of Section 27281 of the Government Code by the undersigned officer on behalf of the Board of Supervisors, pursuant to authority conferred by Resolution 63-21, adopted by the Board of Supervisors of Yolo County on February 15, 1963, and the grantee consents to the recordation thereof by its duly authorized officer.

IN WITNESS HEREOF, I have hereunto set my hand this _____ day of _____, 2023.

_____

Vin Cay, Director, Public Works Division
Department of Community Services

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Yolo)

On 03/22/2023 before me, Jonathan Cook, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Marvin L. Crawford, Jr.
Name(s) of Signer(s)

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.

JONATHAN COOK
Notary Public - California
Solano County
Commission # 2372329
My Comm. Expires Sep 21, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907

EXHIBIT 'A'

LEGAL DESCRIPTION FOR A DRAINAGE EASEMENT MARVIN L. CRAWFORD JR APN:056-334-001-000

All that real property located in the Town of Knights Landing, County of Yolo, State of California, described as follows:

Being a portion of Parcel Three, as described in that certain Grant Deed, filed for record June 4, 2007, as Document No. 2007-0020109-00, Yolo County Records, also being a portion of Parcel "B", as shown on that certain Parcel Map entitled "Parcel Map No 2906", filed for record November 27, 1979, in Book 5 of Parcel Maps, at Page 27, said County Records, situated within Section 14, Township 11 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

BEGINNING at the northwesterly corner of said Parcel Three; thence from said **POINT OF BEGINNING**, along the northerly line of said Parcel Three, South 68°43'35" East, a distance of 33.12 feet; thence leaving said northerly line and within said Parcel Three, the following eleven (11) arcs, courses, and distances:

1. South 14°49'44" West, a distance of 7.70 feet;
2. South 69°02'02" East, a distance of 33.20 feet;
3. from a radial line which bears North 62°07'00" East, along a non-tangent curve concave to the west, having a radius of 48.50 feet, southerly 32.98 feet along said curve through a central angle of 38°57'28";
4. South 19°40'53" West, a distance of 18.40 feet;
5. from a radial line which bears South 56°11'20" East, along a non-tangent curve concave to the northwest, having a radius of 40.00 feet, southwesterly 37.40 feet along said curve through a central angle of 53°34'15";
6. North 68°36'46" West, a distance of 30.30 feet;
7. South 22°02'24" West, a distance of 33.62 feet;
8. South 49°48'38" West, a distance of 21.80 feet;
9. South 23°50'17" West, a distance of 29.32 feet;
10. South 48°21'30" West, a distance of 6.76 feet;
11. South 34°13'11" West, a distance of 19.71 feet to the northerly line of that certain Highway Easement, as described in the Easement Agreement filed for record July 29, 1965, in Book 803, at Page 626, Official Records of said County;

Thence along said southerly and continuing through said , North 45°03'35" West, a distance of 11.90 feet to the westerly line of said Parcel Three, also being the easterly right-of-way line of Railroad Street, as shown on that certain Record of Survey entitled , "Town of Knights Landing", filed for record May 31, 2006, in Book 2006 of Maps, at Page 102, said County Records; thence along said westerly line, North 21°16'25" East, a distance of 184.30 feet to the **POINT OF BEGINNING.**

Containing 8,457 square feet, more or less.

See Exhibit 'B', Plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is line between NGS Designations “F 859 Reset” (PID-AI5062) and “Cody” (PID-AI5056), as shown on said Record of Survey, filed for record in Book 2006 of Maps, at Page 102, said County Records. Said bearing is taken to bear North 88°19’06” West.

January 17, 2023

END OF DESCRIPTION



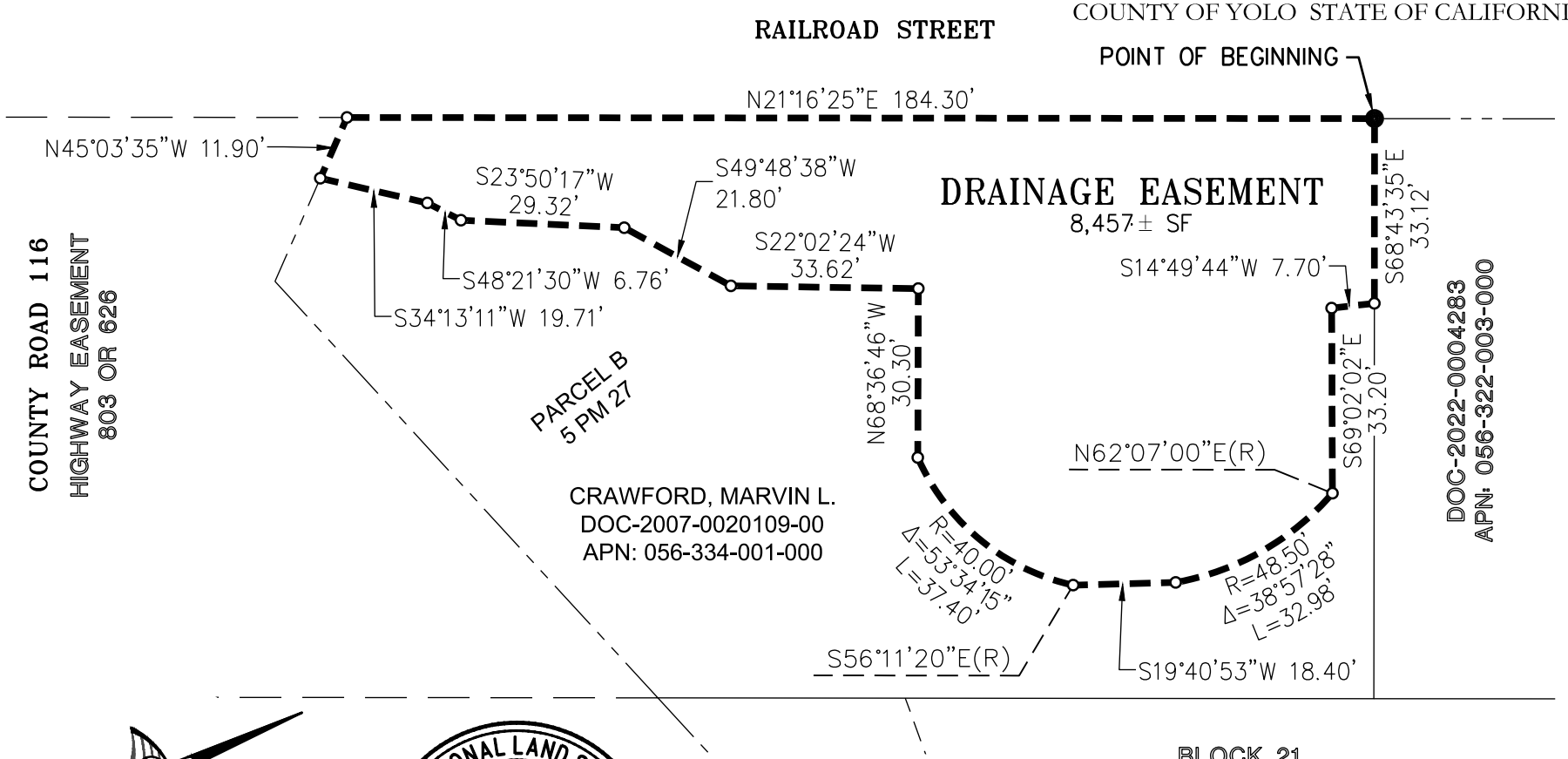
PREPARED BY WOOD-RODGERS, INC.
SACRAMENTO, CALIFORNIA

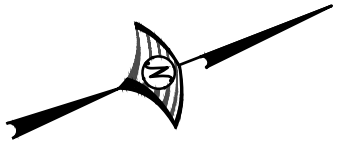
EXHIBIT 'B'

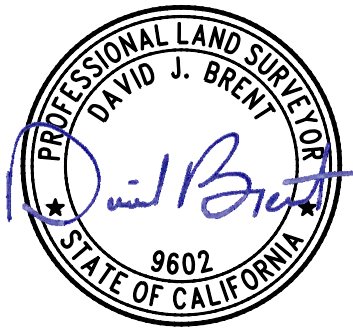
PLAT TO ACCOMPANY
DESCRIPTION

KNIGHTS LANDING
DRAINAGE INFRASTRUCTURE
IMPROVEMENT PROJECT
APN: 056-334-001-000

TOWN OF KNIGHTS LANDING
COUNTY OF YOLO STATE OF CALIFORNIA







LEGEND:

BM	BOOK OF MAPS
OR	OFFICIAL RECORDS
PM	PARCEL MAPS
o	DIMENSION POINT

0 15 30 60

SCALE:1"= 30'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

JANUARY 17, 2023 3614.008 SHEET 1 OF 1

EXHIBIT 2

Recording Requested by:
Yolo County

WHEN RECORDED MAIL TO:

THE COUNTY OF YOLO, A POLITICAL
SUBDIVISION OF THE STATE OF CALIFORNIA
292 W. Beamer St.
Woodland, CA 95695

A.P.N.: Portion of 056-334-001 **(SPACE ABOVE THIS LINE FOR RECORDER'S USE)**

TEMPORARY CONSTRUCTION EASEMENT

The undersigned grantor(s) declare(s):
Documentary transfer tax is $0.00 SECTION 11922 R & T CODE; GOVERNMENTAL AGENCY ACQUIRING TITLE
City Transfer Tax: $0.00

FOR A VALUABLE CONSIDERATION, receipt of which is hereby acknowledged, MARVIN L. CRAWFORD JR, A SINGLE MAN ("Grantor"), hereby GRANTS to THE COUNTY OF YOLO, A POLITICAL SUBDIVISION OF THE STATE OF CALIFORNIA

AN EASEMENT FOR TEMPORARY CONSTRUCTION PURPOSES OVER, UNDER, ON AND ACROSS THAT CERTAIN LAND SITUATED IN THE COUNTY OF YOLO, STATE OF CALIFORNIA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND MADE A PART HEREOF.

1. THE RIGHTS CONVEYED BY THIS EASEMENT SHALL BE FOR A PERIOD NOT TO EXCEED SIX (6) MONTHS, COMMENCING UPON THE COUNTY'S EXECUTION OF THE TEMPORARY CONSTRUCTION EASEMENT DEED. THE TEMPORARY CONSTRUCTION EASEMENT SHALL EXPIRE AND ALL RIGHTS TO TEMPORARY CONSTRUCTION EASEMENT CONVEYED HEREIN SHALL CEASE AND TERMINATE NO LATER THAN SIX (6) MONTHS FROM THE DATE THE COUNTY HAS EXECUTED THE TEMPORARY CONSTRUCTION EASEMENT DEED. SUCH RIGHTS MAY ALSO BE TERMINATED PRIOR TO THE EXPIRATION OF THIS PERIOD BY THE COUNTY UPON WRITTEN NOTICE TO GRANTOR. AT THE EXPIRATION OF THE TEMPORARY CONSTRUCTION EASEMENT, THE COUNTY SHALL RESTORE THE EASEMENT AREA TO A CONDITION SUBSTANTIALLY THE SAME AS EXISTED PRIOR CONSTRUCTION AN EXTENT THAT IS FEASIBLE.
2.

IN WITHNESS WHEREOF, said Grantor has caused this Temporary Construction Easement to be executed on this 22nd day of March, 2023.

GRANTOR:

Marvin L. Crawford Jr

This is to certify that the interest in real property conveyed by this instrument to the County of Yolo, a political subdivision of the State of California is hereby accepted in accordance with the requirements of Section 27281 of the Government Code, by the undersigned officer on behalf of the Board of Supervisors, pursuant to authority conferred by Resolution 63-21, adopted by the Board of Supervisors of Yolo County on February 15, 1963, and the grantee consents to the recordation thereof by its duly authorized officer,

IN WITNESS WHEREOF, I have hereunto set my hand this _____ day of _____, 2023

_____
Vin Cay, Director, Public Works Division
Department of Community Services

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT **CIVIL CODE § 1189**

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 Yolo)

On 03/22/2023 before me, Jonathan Cook, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared Marvin L. Crawford, Jr.
Name(s) of Signer(s)

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.

JONATHAN COOK
Notary Public - California
Solano County
Commission # 2372329
My Comm. Expires Sep 21, 2025

Signature _____
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

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EXHIBIT 'A'

LEGAL DESCRIPTION FOR A TEMPORARY CONSTRUCTION EASEMENT MARVIN L. CRAWFORD JR APN: 056-334-001-00

All that real property located in the Town of Knights Landing, County of Yolo, State of California, described as follows:

Being a portion of Parcel Three, as described in that certain Grant Deed, filed for record June 4, 2007, as DOC-2007-0020109-00, Yolo County Records, also being a portion of Parcel "B", as shown on that certain Parcel Map entitled "Parcel Map No 2906", filed for record November 27, 1979, in Book 5 of Parcel Maps, at Page 27, said County Records, situated within Section 14, Township 11 North, Range 2 East, Mount Diablo Base and Meridian, more particularly described as follows:

COMMENCING at the northwesterly corner of said Parcel Three; thence along the westerly line of said Parcel Three, also being the easterly right-of-way line of Railroad Street, as shown on that certain Record of Survey entitled, "Town of Knights Landing", filed for record May 31, 2006, in Book 2006 of Maps, at Page 102, said County Records, South 21°16'25" West, a distance of 184.30 feet to the intersection with the northerly line of that certain Highway Easement, as described in the Easement Agreement filed for record July 29, 1965, in Book 803, at Page 626, Official Records of said County; thence along said northerly line and into said Parcel Three, the following two (2) courses and distances:

1. South 54°03'35" East, a distance of 32.11 feet;
2. North 68°36'25" East, a distance of 19.16 feet to the **TRUE POINT OF BEGINNING**;

Thence from said **TRUE POINT OF BEGINNING**, leaving said northerly line and continuing within said Parcel Three, the following five (5) arcs, courses, and distances:

1. from a radial line which bears South 78°19'27" West, along a non-tangent curve concave to the east, having a radius of 85.00 feet, northerly 50.02 feet along said curve through a central angle of 33°42'57";
2. North 22°02'24" East, a distance of 55.04 feet;
3. South 68°36'46" East, a distance of 10.00 feet;
4. South 22°02'24" West, a distance of 55.15 feet;
5. along a tangent curve concave to the east, having a radius of 75.00 feet, southerly 42.42 feet along said curve through a central angle of 32°24'18" to said northerly line;

Thence along said northerly line, North 68°36'25" East, a distance of 10.17 feet to the **TRUE POINT OF BEGINNING**

Containing 1,013 square feet, more or less.

See Exhibit 'B', Plat to accompany description, attached hereto and made a part hereof.

The Basis of Bearings for this description is line between NGS Designations “F 859 Reset” (PID-AI5062) and “Cody” (PID-AI5056), as shown on said Record of Survey, filed for record in Book 2006 of Maps, at Page 102, said County Records. Said bearing is taken to bear North 88°19’06” West.

January 18, 2023

END OF DESCRIPTION



PREPARED BY WOOD-RODGERS, INC.
SACRAMENTO, CALIFORNIA

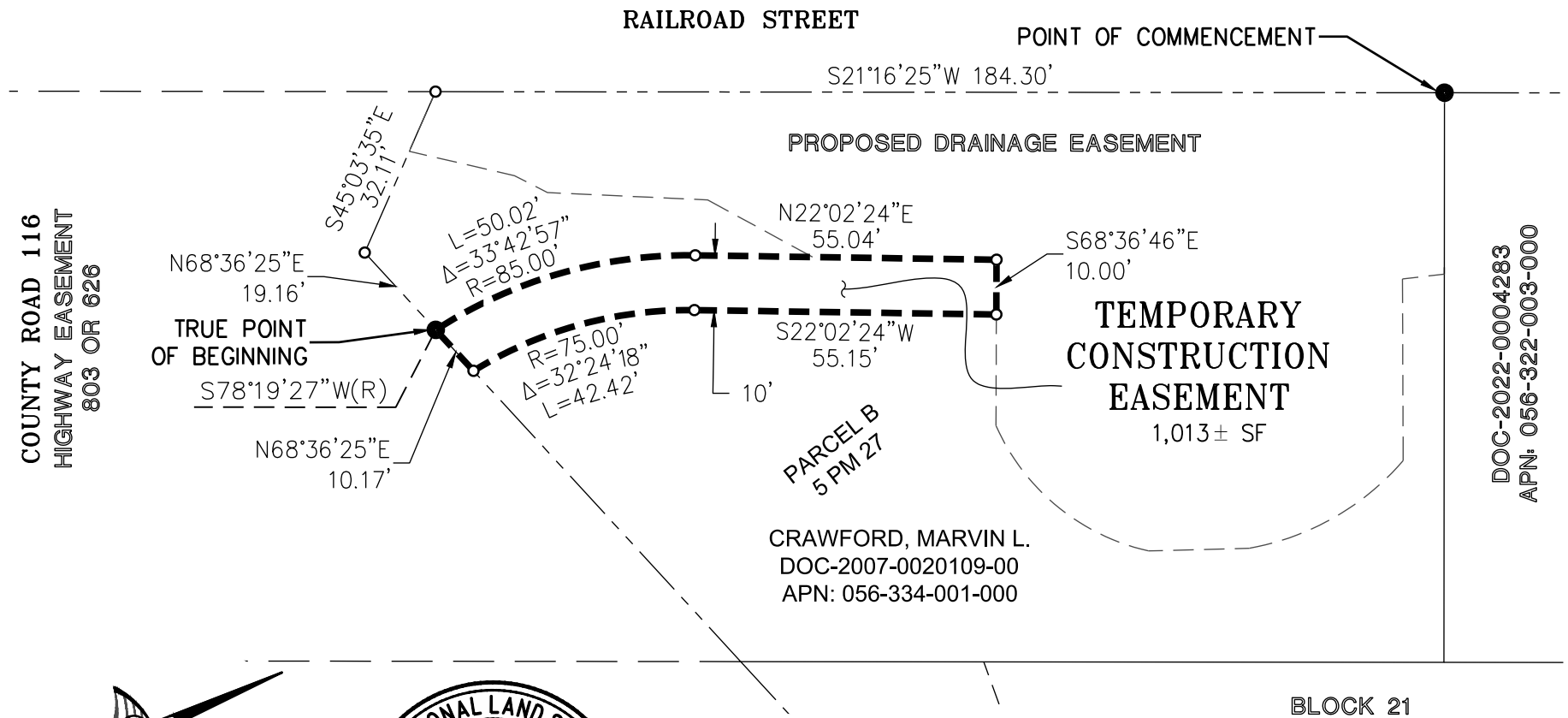
EXHIBIT 'B'

PLAT TO ACCOMPANY
DESCRIPTION

KNIGHTS LANDING DRAINAGE INFRASTRUCTURE IMPROVEMENT PROJECT

APN: 056-334-001-000

TOWN OF KNIGHTS LANDING
COUNTY OF YOLO STATE OF CALIFORNIA







LEGEND:

BM	BOOK OF MAPS
OR	OFFICIAL RECORDS
PM	PARCEL MAPS
o	DIMENSION POINT

0 15 30 60

SCALE:1"= 30'

WOOD RODGERS
BUILDING RELATIONSHIPS ONE PROJECT AT A TIME
3301 C St, Bldg. 100-B Tel 916.341.7760
Sacramento, CA 95816 Fax 916.341.7767

JANUARY 18, 2023 3614.008 SHEET 1 OF 1

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 13.
Board of Supervisors **Natural Resources**

Meeting Date:	06/06/2023
Brief Title:	MBK Engineers Contract Amendment #3
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Elisa Sabatini, Manager of Natural Resources, Department of Community Services, x5773
Supervisorial District Impact:	District 5

Subject
Approve third amendment to Agreement No. 21-23 with MBK Engineers to extend the contract term by three years to June 30, 2026; modify the scope of work to reallocate funding between tasks and update sub-subconsultants; and make other administrative updates project management services for the Knights Landing Flood Risk Reduction Project. (No general fund impact) (Lindbo/Sabatini)

Recommended Action
Approve third amendment to Agreement No. 21-23 with MBK Engineers to extend the contract term by three years to June 30, 2026; modify the scope of work to reallocate funding between tasks and update sub-subconsultants; and make other administrative updates project management services for the Knights Landing Flood Risk Reduction Project.

Strategic Plan Goal(s)
Safe Communities

Flourishing Agriculture

Reason for Recommended Action/Background
Agreement No. 21-23
On January 26, 2021, the Board of Supervisors approved a three-year agreement with MBK Engineers in the amount of $13,178,593 to provide design, engineering, environmental compliance, regulatory permitting, and project management services for the Knights Landing Flood Risk Reduction Project for a period of January 1, 2021, through June 30, 2023 (Minute Order No. 21-09).

First Amendment
On February, 28, 2022, a First Amendment was executed to modify the scope of work to add a new Task 7 *(Construction Management)* and reallocate funding from Task 2 *(Design Plans, Specifications, and Estimates)* to the newly created Task 7. This reallocation did not result in an increase to the agreement's maximum compensation amount.

Second Amendment
On October 19, 2022, a Second Amendment was executed to reallocate funding between multiple tasks to align the respective task budgets with anticipated project expenses. This reallocation did not result in an increase to the agreement's maximum compensation amount.

Proposed Third Amendment
At this time, Staff is recommending the Board of Supervisors approve a Third Amendment to Agreement No. 21-23 (Att. A.).

The proposed Third Amendment will:

1. Reallocate funding between tasks to further align the respective task budgets with current and anticipated project expenses; and

2. Extend the term of the agreement by three years to June 30, 2026, consistent with the extended term of the County's Department of Water Resources Small Communities Flood Risk Reduction Funding Agreement; and

3. Update the insurance requirements for the contract; and

4. Update the contact information for the Contractor and County; and

5. Revise Exhibit A-2: Scope of Work to update the budgets for each task and project sub-subconsultants.

Collaborations (including Board advisory groups and external partner agencies)
Office of County Counsel
Department of General Services - Procurement Division

Competitive Bid Process/Vendor Performance
Agreement No. 21-23 was the result of an RFQ (AUDRFQKK2011) that opened on June 2, 2020, and closed on June 19, 2020.

Vendor Performance

The Department of Community Services confirms that MBK Engineers has performed satisfactorily on the current agreement.

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0

Further explanation as needed
The proposed amendment does not result in an increase to the maximum compensation of the contract.

All expenditures related to the agreement are budgeted appropriately in the FY 22-23 and FY 23-24 budgets.

This agreement is being funded by a Funding Agreement with the California Department of Water Resources' Small Communities Flood Risk Reduction Program. The County's local match is being provided by the Knights Landing Levee Capital Project fund.

Attachments

Att. A. Third Amendment

Form Review

Inbox	Reviewed By	Date
Casey Liebler (Originator)	Casey Liebler	05/24/2023 02:58 PM
Elisa Sabatini	Elisa Sabatini	05/30/2023 10:35 AM
Leslie Lindbo	Leslie Lindbo	05/30/2023 08:57 PM
Financial Services	KauXue Thao	05/31/2023 08:36 AM
County Counsel	Hope Welton	05/31/2023 08:52 AM
John Rowe	John Rowe	05/31/2023 10:05 AM
Form Started By: Casey Liebler		Started On: 05/24/2023 11:20 AM
Final Approval Date: 05/31/2023		

ATTACHMENT A

THIRD AMENDMENT

DocuSign Envelope ID: CCDE749F-3024-4336-BFF2-1B988F8A0E2D

THIRD AMENDMENT TO AGREEMENT NO. 21-23
(BOS AGREEMENT NO ____ - ____)

This Third Amendment to Agreement No. 21-23 is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California ("County"), and MBK Engineers ("Contractor"), jointly referred to as the "Parties" herein and who agree as follows.

WHEREAS, on January 26, 2021, the Parties entered into Agreement No. 21-23 ("Agreement") for Contractor to provide preliminary engineering and design services for the Knights Landing Flood Risk Reduction and Multi-Benefits Project ("Project");

WHEREAS, on February 28, 2022, the Parties amended the Agreement, via Amendment #1, to modify the scope of work to add Task 7 and reallocate $572,750 from Task 2 to the new Task 7; and

WHEREAS, on October 19, 2022, the Parties amended the Agreement, via Amendment #2, to reallocate funding between tasks to align the respective task budgets with anticipated project expenses; and

WHEREAS, the Parties wish to amend the Agreement, as previously amended, to:

1. Revise **Paragraph III.A.** to reallocate funding between tasks to align the respective budgets with current and anticipated project expenses; and

2. Revise **Paragraph IX.A.** to extend the agreement term by three years to June 30, 2026, consistent with the extended term of the County's California Department of Water Resources Small Communities Flood Risk Reduction Funding Agreement (4600013795) for the Project; and

3. Revise **Section XIII** to reflect the new County insurance requirements; and

4. Revise **Paragraph XV** to update contact information for the Parties; and

5. Revise **Exhibit A-2: Scope of Work** to update the budgets for each task, as well as project sub-subconsultants.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. **Paragraph III.A.** of the Agreement is hereby amended to read as follows:

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Director, or their designee, County

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shall compensate Contractor for each task, on a time-and-material basis, in the amount up to the maximum amounts set both below:

Task 1: Geotechnical Investigation (DWR-1) $2,300,000
Task 2: Design Plans, Specifications, and Estimates (DWR-2) $4,513,719
Task 3: Environmental Documentation (DWR-3) $1,021,167
Task 4: Permitting and Cultural Resources Compliance (DWR-4).....$1,300,000
Task 5: Real Estate (DWR-5).....$290,367
Task 6: Program and Project Management (DWR-7) $1,347,000
Task 7: Construction Management (DWR-6).....$2,406,340

2. **Paragraph IX.A.** of the Agreement is hereby amended to read as follows:

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from January 1, 2021, through June 30, 2026, unless sooner terminated as hereinafter provided.

3. **Section XIII** of the Agreement is hereby amended to read as follows:

XIII. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) – Insurance coverage shall be with limits not less than the following:

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a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage.

c. Professional Liability/Malpractice/Errors and Omissions – $2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability – $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

3. It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

4. Other Insurance Provisions

a. **Additional Insured Status** – The County, its officers, agents, employees, and volunteers shall be named as additional insured on the CGL policy 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. Coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. **Primary Coverage** – The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

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d. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

5. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

6. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers, Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

7. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of the Agreement.

8. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

9. Insurance is to be placed with insurers with current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

10. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connect with this Agreement.

11. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

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B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by the specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extend they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

4. **Paragraph XV.A.** of the Agreement is hereby amended to read as follows:

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

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Contractor:

MBK Engineers
Attn: Nicole Ortega-Jewell
455 University Avenue, Suite 100
Sacramento, CA 95825

County:

County of Yolo
Department of Community Services
Attn: Manager of Natural Resources
292 West Beamer Street
Woodland, CA 95695

5. **Exhibit A-2** to the Agreement regarding the Scope of Work is hereby replaced with the attached.

6. Except as specifically amended hereinabove, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties hereto have executed this Third Amendment as of the last date signed below.

CONTRACTOR

DocuSigned by:
By: Nicole Ortega-Jewell
571A93C0BDA64DD...
Nicole Ortega-Jewell, Principal
MBK Engineers

Date: 5/24/2023

COUNTY

By: _____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

DocuSigned by:
By: Kimberly Hood
8F28F402B2A2431...
Kimberly E. Hood, Assistant County Counsel

DocuSign Envelope ID: CCDE749F-3024-4336-BFF2-1B988F8A0E2D

EXHIBIT A-2: SCOPE OF WORK

PRELIMINARY ENGINEERING AND DESIGN SERVICES FOR THE KNIGHTS LANDING FLOOD RISK REDUCTION AND MULTI-BENEFITS PROJECT

The County of Yolo received a grant (DWR Funding Agreement 46000013795) under the California Department of Water Resources (DWR) Small Community Flood Risk Reduction Program (SCFRRP) to design and implement a portion of the recommended Knights Landing Flood Management Project (Project) described in the Knights Landing Small Community Flood Risk Reduction Feasibility Study Report (July 2019), as detailed in the following sections of this Scope of Work (SOW).

The Project area is in the Knights Landing Basin, at the northern boundary of Yolo County, at the Sacramento River and northwest end of the Yolo Bypass. It is bounded by the Knights Landing Levee System (KLLS) with approximately 15.2 miles of levee that provide protection from flows in the Sacramento River on the East; the Knights Landing Ridge Cut (KLRC) on the West; the Colusa Basin Drain, through the Sycamore Slough, in the North; and the Yolo Bypass in the South. These levees are associated with the State Plan of Flood Control (SPFC), in Yolo and Sutter County.

This SOW describes the scope and deliverables for the design of the following features of the Project (Figure 1) as it relates to the DWR funding agreement, and the associated budget and schedule.

1. Levee Improvements
    - Sacramento River, right bank between LM 2.7 to LM 2.9, LM 3.0 to LM 3.2 and LM 4.3 to LM 5.4) and Widened Parking area on Sacramento River near Wild Irishman Bend;
    - Sacramento River, Adjacent to Town (right bank between LM 0.13 to LM 0.9) and New Cross Levee Loop Trail;
    - Sacramento River, right bank between LM 0.9 to LM 5.0; and
    - Knights Landing Ridge Cut (KLRC) (left bank between LM 4.9 to LM 5.3) and New Cross Levee Loop Trail.
2. Portuguese Bend and Grays Bend Habitat Enhancement,
3. Drainage Infrastructure Improvements, and
4. New Cross Levee (6,800 linear feet across the Knights Landing Basin from Sacramento River LM 4.9 to the KLRC LM 0.9) and New Cross Levee Loop Trail.

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MBK Engineers will assist Yolo County with the program and project management, including the grant management, and lead the consultant team. The organization chart for the consultant team is in Figure 2.

Task 1: Geotechnical Investigation (DWR-1)

Task 1 will include geotechnical investigation and exploration to determine the subsurface conditions along the right bank of the Sacramento River levee, Adjacent to Town, the left bank of the KLRC levee and the New Cross Levee.

GEI Consultants, Inc will be leading the design effort for the Sacramento River levee, Adjacent to Town and the New Cross Levee. Gregg Drilling and/or Tabor Drilling will be assisting GEI Consultants on this task.

KSN will be leading the design effort for the KLRC levee. Shannon and Wilson (formerly Hultgren & Tillis) will be assisting KSN on this task, along with Gregg Drilling.

Wood Rodgers will be leading the design effort for the Sacramento River levee improvements below the proposed New Cross Levee to LM 4.0 and Shannon and Wilson (formerly Hultgren & Tillis) is assisting on this task along with Gregg Drilling.

Geotechnical investigation for the levee improvements will be limited to the right bank along the Sacramento River, Adjacent to Town from LM 0.13 and LM 0.9, to the left bank of the KLRC levee from LM 4.9 and LM 5.3, to the New Cross Levee alignment through the Knights Landing Basin between the Sacramento River and KLRC levees, and proposed internal drainage facilities, as shown in Figure 1. Preliminary profile sheets and plan sheets will be prepared to include historic explorations, DWR Non-Urban Levee Evaluation (NULE) Phase 2 explorations for Knights Landing, waterside and landside toes, and the updated 100-year water surface elevation (WSE) (on the profile sheets only). Available data will be reviewed to identify the areas requiring additional subsurface data for the design level evaluation of existing conditions and remedial repairs.

The explorations within the footprint of the existing Sacramento River levee and the KLRC levee will be planned and described in a Drilling Program Plan (DPP), as required by the Central Valley Flood Protection Board (CVFPB) and the United States Army Corps of Engineers (USACE). The DPP will outline the proposed exploration locations, methods, depths, types of sampling, and laboratory tests of collected samples. DPP will be updated based on the comments received and submitted for approval. DPP will be submitted to the CVFPB with review from USACE. Prior to performing geotechnical explorations along the alignment of the New Cross Levee, a Subsurface

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Exploration Workplan will be prepared outlining the proposed exploration locations, methods, depths, types of sampling, and laboratory tests of collected samples.

Geotechnical explorations will be performed through the existing levee and foundation along the levee crown and/or the landside of the levee to characterize the subsurface conditions for geotechnical analysis, meet USACE design level spacing and depth requirements, and provide information to appropriate depths for design purposes. For the Sacramento River Levee, Adjacent to Town it is assumed that there will be at least 15 but no more than 25 explorations and there will be between 20 and 40 explorations for the New Cross Levee. Based on the data gaps identified through the data review process described above, the explorations may include a combination of cone penetration tests (CPTs) and geotechnical borings (e.g. hollow stem auger and mud-rotary). Exploration depths will also consider specific data needs at the location which may include characterization of the shallow foundation (on the order of 30 feet) and/or deep foundation (up to 150 feet) materials.

Site conditions will be explored along the existing levee alignment along the KLRC at about 1,000 feet spacing in both the levee crest and the levee toe at 5 locations, two additional borings will be drilled to the landside of the levee where access is available, for a total of 12 borings. The crest borings will extend to depths up to 65 feet below the crest and the landside borings will extend up to 50 feet deep. Exploration of the existing landside slope to shallow depth will be done using a backhoe or portable drilling equipment. The borings will be drilled with truck mounted drilling equipment.

For the investigation of the proposed drainage facilities, six boreholes will be advanced with a truck-mounted drill to a depth of 50 feet below the existing ground surface. Subsurface conditions encountered during drilling will be logged by a geologist or engineer and monitored by a cultural resource monitor, with locations documented by the Global Positioning System (GPS).

Geotechnical laboratory testing will be performed on selected soil samples collected during the subsurface exploration program to aid in soil classification and development of engineering parameters for levee design. Sampling and laboratory testing to evaluate material properties for the existing levee and foundation soils will be performed. Soil testing may include gradation, unit weight, in-situ moisture, Atterberg limits, compaction, permeability, consolidation, and shear strength.

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A Geotechnical Data Report (GDR) will be prepared that will present available geotechnical data and data collected during the investigation phase of this project. Information in this report will include:

- Updated Profile sheets and Plan sheets, including new explorations completed under this scope
- Summary of current geotechnical field investigations and laboratory testing
- Borehole and CPT logs
- Laboratory testing results

Potential Borrow Site for Project

As needed, GEI Consultants and Gregg Drilling and/or Tabor Drilling will be leading the investigation of borrow material for the Project. Borrow material will be required for the levee improvements and the New Cross Levee. To identify suitable material, geotechnical investigation and evaluation will be performed to inform the plans, specifications and estimate portion of the Project design. The geotechnical investigation will be limited to test pit exploration of the potential borrow site identified by the consultant team. Investigation is limited to approximately 50-acres of test pits, with an average of one test pit per acre. Subsurface conditions encountered during investigation will be logged by geologist or engineer, monitored by a cultural resource monitor, and locations documented by GPS.

A Subsurface Exploration Workplan will be prepared outlining the proposed exploration locations, methods, depths, types of sampling, and laboratory tests of collected samples.

Geotechnical laboratory testing will be performed on selected bulk soil samples collected from the test pit exploration to aid in soil classification and identification of material meeting design requirements for the new levee fill. Anticipated soil testing may include the following: gradation, moisture content, Atterberg limits, compaction, permeability, consolidation, and shear strength. A Borrow Site Technical Memorandum will be prepared. The memorandum will present the data collected through the borrow site investigation program.

Information in this report will include:

- Summary of test pit investigations and laboratory testing
- Test pit logs
- Laboratory testing results
- Conclusions on material suitability

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Task 1 Deliverables

- Geotechnical Exploration DPP (Sacramento River, Adjacent to Town and KLRC)
- Subsurface Exploration Workplan (New Cross Levee and Borrow Sites)
- Draft and Final GDR (including results from borings and a geophysical survey)
- Draft and Final Borrow Site Technical Memorandum

Third Amendment – increase of budget by $70,725 to perform additional geotechnical investigation along the Sacramento River downstream of the New Cross Levee; added Tabor Drilling as possible sub-sub consultant.

Task 1 Budget = $2,300,000

Task 2: Design Plans, Specifications, and Estimates (DWR-2)

The results and conclusions from the geotechnical explorations, the hydrology and hydraulic modeling will be used to account for climate change, and the surveying and utilities identification for the Project. This task includes, but not limited to performing and preparing: all related field investigations (surveying/biological/cultural), the Basis of Design, hydraulic modeling, geotechnical engineering, and the 65%, 95% and Final (100%) design plans, except where described otherwise, technical specifications and construction cost estimates (PS&E) for the Project and Bid documents. At a minimum, the review of the plans will be reviewed by DWR, the CVFPB and USACE for the levee improvements and New Cross Levee. All final Project documents for bidding and contracting will be prepared based on Yolo County standard documents. The technical specifications will follow the Construction Specification Institute (CSI) Master Format 2016 Format.

If required by USACE, the County will comply with the Engineering Circular (EC) 1165-2-220, for Safety Assurance Reviews (SARs) for the Project levee designs. The SAR process is described separately below.

The levee designs for the Sacramento River, Adjacent to Town, the KLRC, and the New Cross Levee will be in accordance with the Code of Federal Regulations (CFR), Title 44 Section 65.10 to meet the Federal Emergency Management Agency's (FEMA's) 100-year accreditation. The completed civil engineering and geotechnical engineering design and analyses will be compiled into an appendix for submittal for the Knights Landing FEMA package.

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Hydrology and Hydraulic Modeling

MBK Engineers will be performing the hydrology and hydraulic modeling for the project. ESA may assist MBK Engineers. MBK Engineers will verify 100-year water surface profiles for the Knights Landing Basin along the Sacramento River right levee, along the KLRC left levee, the right bank of the Sycamore Slough levee and internal to the Basin for the New Cross Levee. MBK Engineers will use the two recently completed USACE Central Valley Hydrology Study (CVHS) event selection for this region 1) USACE, Sacramento District American River Common Features 2016 and 2) MBK Engineers event selection for the Sacramento River General Reevaluation Report study for DWR and the Sacramento Area Flood Control Agency. These will be used for the levee designs. The Project's hydrodynamic modeling will use the climate change assumptions developed during preparation of the 2017 Update to the Central Valley Flood Protection Plan (CVFPP) to assess how larger storm events would affect project design. In addition, the consultant team will consult recent resources on climate change in California during the Project design process, including the following: California Natural Resources Agency's Safeguarding California Plan: 2018 Update, Cal-Adapt, the California Climate Commons, and DWR's 2016 Draft Technical Memorandum: Climate Change Analysis – Phase IIB, Point Blue Conservation Science's Climate-Smart Restoration Toolkit.

The detailed hydraulic modeling will identify WSE's over a range of flood frequencies (2-year through 100-year). Conducting this modeling of the Sacramento River and using the climate change projections will allow the consultant team to assess anticipated climate change impacts and to identify how project components can be adapted to minimize adverse effects.

To provide the level of protection with and without project implementation, additional seepage and stability analyses will be performed under Task 1 at several WSEs. Based on the results of these additional analyses the WSEs will correlate to a percent annual flood chance.

Task 2 (Hydrology and Hydraulic Modeling) Deliverables

- Draft and Final Modeling Reports (H&H models, GIS shape files, data spreadsheets)
- Draft and Final Hydraulic Impact Analysis

Surveying, Mapping, and Utility Investigations

Wood Rodgers, KSN and PSOMAS will providing the team with professional surveying services that will include establishing the horizontal and vertical survey control at the Project site. Horizontal survey control will be referenced to the California Coordinate System of 1983, Zone 3, U.S. Survey Foot units (CA83IIIF). Vertical control will be referenced to the North American Vertical Datum of 1988 (NAVD88). Digital orthophotos will be acquired using a Small Unmanned Aerial System (sUAS), to be used as background imagery for design sheet layouts. Ground based

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surveys utilizing conventional and Global Positioning System/Global Navigation Satellite System (GPS/GNSS) surveying techniques to develop an existing topographic survey of the Project site.

In addition, utility research will be performed to include a desktop study, site reconnaissance, non-destructive utility locating and potholing, mapping, and coordination within the Project limits. Utility providers will be identified and provided a Utility Request Letter to utility companies.

Task 2 (Surveying and Utility) Deliverables:

- Electronic AutoCAD Civil 3D drawing file of base mapping/surveying.
- Text file of all surveyed points (P, N, E, Z, D format).
- Orthophotos in TIF format
- Digital files of utility contact summary in Excel format
- Electronic Mapping and Property Boundaries in AutoCAD 2018.

Safety Assurance Review (SAR) *(if required)*

If required by USACE, MBK Engineers will assist Yolo County to comply with USACE guidelines for U.S. Code title 33, section 408, outlined in (EC 1165-2-220, where the levee design portion of the Project would need a Type II Independent External Peer Review or SAR (as set out under Section 2035 of the Water Resources Development Act (WRDA) 2007) as part of the submission of the 408 request for approval to the USACE. As necessary, MBK engineers will assist Yolo County in hiring (under a separate contract) a panel of experts in design and construction of levee projects to provide the required SAR for the Project levee designs. As a part of this contract, MBK Engineers will provide a SAR Plan for Yolo County to submit to the CVFPB and USACE for review.

Geotechnical Engineering

The results of the field exploration and laboratory testing from Task 1 will be used to develop conclusions and recommendations for design the levee remediation. Geotechnical engineering analyses will include slope stability including static and seismic loading, settlement, and a seepage evaluation. Freeboard screening will also be performed for the updated WSE between LM 0.13 and LM 0.9. The Geotechnical Engineering Design Recommendations Report will include documentation of the geotechnical analyses performed for existing conditions and remedial alternatives. It will also include a conceptual level design dimensions of selected remedial alternatives.

Task 2 (Geotechnical Engineering) Deliverables

- Draft and Final Geotechnical Design Recommendations Report
- If needed, SAR Plan and SOW for separate Yolo County procurement

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PS&E

MGE Engineering, Inc. will be updating the 2012 USACE completed design for the levee improvements to remediate underseepage for the USACE Authorized Sacramento Flood Control Project System Evaluation (SRFCP), Mid-Valley Levee Reconstruction Area 3, Sites 9, 10, and 11 (Mid-Valley). The USACE and CVFPB have an active Project Cooperation Agreement for this area, therefore a Section 408 permission should not be required. These areas are located along the Sacramento River, right bank between LM 2.7 to LM 2.9, LM 3.0 to LM 3.2 and LM 4.3 to LM 5.4 respectively.

KSN will be leading the design for the levee improvements along the KLRC will be for a landside stability improvement and waterside rock slope protection from LM 4.9 to LM 5.8. GEI Consultants, Inc. will lead the design along the right bank of the Sacramento River, Adjacent to Town, the design will include a combination berm and ditch fill from LM 0.86 to LM 0.9; drained stability berm from LM 0.67 to LM 0.86 and a deep cutoff wall from LM 0.13 to LM 0.67. A New Cross levee will be designed by GEI Consultants to reduce the potential for floodwaters to back up into the town of Knights Landing, and to provide up to 100-year level of protection. The design includes the New Cross Levee Loop Trail.

Wood Rodgers design the drainage improvements that will include an expanded channel along the east side of Railroad Street south to the southeast corner of the town, then other drainage improvements necessary to convey the increased flow south and east to the existing pump station located approximately 2.25 miles downstream of the KLRC and Colusa Basin Drain confluence at the KLRC Canal left bank. New pipelines to convey flow beneath Railroad Street are anticipated at 2nd Street through 6th Street. The pipe will extend west towards Mill Street and be equipped with a drop inlet structure at each of these pipe crossings of Railroad Street. The addition of an additional pump and motor unit is anticipated for the pump station.
The consultant team will provide four design submittals, as described below.

Wood Rodgers is designing the levee improvements between the New Cross Levee downstream to Site 9 for freeboard, seepage and stability and between Site 9 to LM 4.0 for freeboard and between Site 10 and 11 for freeboard and seepage mitigation.

35% Plan Submittal - The plans will be developed to clearly convey the project's proposed design at a concept level. For LM 2.7 to LM 2.9 and LM 3.0 to LM 3.2 and about 2,400 feet starting at LM 4.3 (shallow cutoff wall), the 2012 USACE Mid-Valley plans will be compared to current levee standards. Any deviations from current standards will be revised to comply with current USACE standards. This plan submittal will include degrade limits and depth, width of working platform, landside and waterside slopes (if applicable), and configuration of the clay cap. Proposed patrol

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roads and staging area locations will also be shown. Outline specifications will be prepared to identify the relevant specification sections that correspond to the work shown on the plans.

During this phase of design, the consultant team will initiate contact with the utility companies that have facilities adjacent to and crossing the levee to ascertain the presence of utilities that could be affected.

65% Plan Submittal - The 35% plans will be revised to incorporate the 35% review comments and developed to a 65% design completion level. This submittal will also have complete details and profiles for the preferred levee remediation (i.e., cutoff wall, seepage/stability berm), and patrol roads. The 65% design level technical specifications will be prepared based on the outline specifications from the 35% submittal. Complete quantities will be prepared to support the 65% design level cost estimate.

At the 65% stage of design, the consultant team will provide the support necessary to facilitate the acquisition of the temporary and permanent easements required for the Project. This effort will include the preparation of real estate take mapping and a real estate take register (if required). The consultant team will provide the utility companies with copies of the plans of facilities impacted by the Project to facilitate the utility design necessary to clear the obstructions.

95% Plan Submittal - The 65% plans, specifications, quantities, and real estate mapping will be revised based on the 65% review comments and developed to the 95% design level. At 95% stage, the plans, specifications, and quantities will be fully developed. The real estate take maps and register will be considered final.

100% (Final) Plan Submittal - The 95% plans, specifications and quantities will be revised based on the 95% review comments. The resulting 100% deliverable will be considered final and ready for construction contract bid advertising.

Task 2 (PS&E) Deliverables

- 35%, 65%, 95% and final design documentation (design plans, bid documentation including specifications and quantities)

Grays Bend and Portuguese Bend Habitat Enhancement

Douglas Environmental and River Partners will evaluate and design the restoration opportunities for two of the recommended habitat enhancement concepts for the Project at Portuguese Bend and Grays Bend. At Grays Bend, the design will include lowering the elevation of the interior

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perimeter of the Grays Bend oxbow to expand the width of vegetated riparian area surrounding the oxbow channel. The excavated soil will be evaluated under Task 1 to be used as source material for the construction of berms for improvements along the Sacramento River or for the construction of the New Cross Levee.

Douglas Environmental shall prepare an environmental constraints analysis to identify the restoration opportunities on the two sites and to ensure the restoration concepts are feasible and practicable, in association with the Project levee improvements, and that they will specifically achieve measurable objectives included in the CVFPP Conservation Strategy. The consultant team will ensure that the restoration concepts are acceptable to stakeholders, to include local maintaining agencies, residents, business owners in Knights Landing, neighboring agricultural landowners, Sutter County, the California Department of Fish and Wildlife and USACE, as expressed during outreach meetings. River Partners will prepare a Design Report that includes a detailed description of the project characteristics including the habitat improvements, operational constraints, long-term operations and maintenance requirements, water rights, and adaptive management components. This will also include a detailed description of the project's contributions to the Conservation Strategy metrics in the Lower Sacramento River Conservation Planning Area (CPA). It will also include the key steps necessary to implement the project including permitting, construction schedules, required construction equipment, areas of responsibility, required funding, and expected annual budgets.

Task 2 (Portuguese Bend and Grays Bend) Deliverables

- Draft and Final Preliminary Design Report (65% design package and cost estimate)
- Memorandum documenting stakeholder input
- Modeling and outputs from salmon habitat quantification tool

Third Amendment – reduction of budget by $1,903,824 to cover the Emergency Levee Rebuild at Sites 9 and 10 and cover County expenses for the SAR Panel and PG&E.

Task 2 Budget = $4,513,719

Task 3: Environmental Documentation (DWR-3)

Construction of the Project will require California Environmental Quality Act (CEQA) environmental review process to be completed. For the levee improvements the National Environmental Protection Act (NEPA) process will be required. Yolo County is the lead agency for

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the CEQA process. USACE is the lead agency for the NEPA process; however, USACE may rely upon the Yolo County to complete NEPA documentation for them.

HDR, Inc will conduct CEQA compliance as well as necessary project information and assessments necessary to support NEPA documentation for federal actions (Sections 404, 408, etc.). The CEQA documentation will include all statutorily required notices and postings and preliminary CEQA support documentation. On behalf of Yolo County, HDR, Inc will coordinate with the USACE as the lead federal agency for required NEPA documentation.

Task 3 Deliverables

- Notices and postings of a Notice of Availability and a Notice of Determination
- Draft and Final CEQA documentation

Task 3 Budget = $1,021,167

Task 4: Permitting and Cultural Resources Compliance (DWR-4)

HDR, Inc. will perform the necessary surveys to support any application for obtain the necessary local, State and Federal permits for implementation of the Project. The Feasibility Report identified the regulations and ordinances listed as a preliminary assessment which will be refined through project design and a detailed project description.

HDR, Inc will assist Yolo County in consulting with California Native American Tribes as required pursuant to CEQA. This will include performing technical studies and cultural monitoring during Task 1 and Task 6 efforts.

Task 4 Deliverables

- Permit application packages
- Administrative record (consultation letters, summary of tribal meetings, review comments on the pertinent sections of CEQA documentation)

Third Amendment – increase of budget by $36,620 to cover bird surveys and biological monitoring during construction and/or geotechnical investigation.

Task 4 Budget = $1,300,000

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Task 5: Real Estate (DWR-5)

Monument, Inc. will assist Yolo County by preparing Phase 1 Environmental Site Assessments (ESAs) for all properties to be acquired and will also complete Phase 2 ESAs for any parcels with the potential for hazardous materials. This will include a survey of existing titles and prepare site assessment.

For the Sacramento River, right bank between LM 2.7 to LM 2.9 and LM 3.0 to LM 3.2 and LM 4.3 to LM 5.4 and the KLRC, Monument, Inc. will prepare a right-of-way acquisition package to include legal descriptions, exhibit plats, and closure reports for each permanent right-of way acquisition, each temporary construction easement, each lease, each maintenance easement, and each utility easement. The legal descriptions will be prepared in metes and bounds format. The Monument, Inc will work closely with the County and the DWR team and adhere to DWR's Land Acquisition Process and requirements.

After CEQA compliance is completed and 95% design is the Monument, Inc. will assist the County to obtain appraisals, plat and legal descriptions, title support, and legal support for land acquisition and securing easements. For the KLRC it's estimated that seven parcels will be acquired.

The appraisal reports for the right of way need to accommodate the new construction area. The reports will be prepared in conformance with and subject to the requirements of the Uniform Standards of Professional Practice (USPAP) of the Appraisal Foundation to arrive at estimates of just compensation.

Monument, Inc. will assist Yolo County in performing acquisition and making contact with the property owners for the purpose of negotiating the acquisition of the real property interests. All offers will be made to property owners will include a written notice indicating they are eligible to receive reimbursement of up to $5,000 for reasonable costs of an independent appraisal of the property the County intends to purchase.

Once negotiations with the property owner are complete and acquisition documents are signed, the closing (escrow) process will begin, which involves coordinating the following activities with the designated title company. Monument, Inc. will assist Yolo County to work with the property owners, and the title company to obtain any other documents required for closing.

Monument, Inc. assist the County in preparing the Final Accounting Package for the individual real property acquisition for review and approval by DWR.

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Task 5 Deliverables

- Phase 1 Environmental Site Assessments (ESAs) for all properties to be acquired
- Phase 2 ESAs for any parcels with the potential for hazardous materials. This will include a survey of existing titles and prepare site assessment.
- Obtain appraisals, plat and legal descriptions, title support, and legal support for land acquisition (for Sacramento River, right bank between LMs 2.7 to 2.9, LMs 3.0 to 3.2 and LM 4.3 to 5.4 and for the KLRC).
- Rights of Way Acquired per Approved Real Estate Plan and Property transferred to the Sacramento-San Joaquin Drainage District (SSJDD)
- Final Accounting Package

Third Amendment – increase of budget by $22,935 to cover the Temporary Construction Easement Right-of-Way that MBK Engineers paid on behalf of the County.

Task 5 Budget = $290,367

Task 6: Program and Project Management (DWR-7)

This task involves Yolo County staff and MBK Engineers time and effort for day-to-day managing and coordination of Project tasks and activities, including preparation of necessary reports, meetings, presentations to the Board of Supervisors (BOS) on the status and progress of the project, minimum of three meetings with DWR team to present Project plans and progress (for 35%, 65% and 95% design completion level) and stakeholder engagement. This task will also include grant management to include processing consultant invoices; preparing monthly progress reports to DWR; preparing Statement of Costs and DWR reimbursement; and maintaining and tracking the project scope, budget, and schedule.

Task 6 Deliverables

- Staff reports, presentations to the BOS
- Grant management, processing invoices, preparing monthly progress reports and Statement of Costs
- Meeting agendas and summaries
- Updated schedule
- General contract management

Third Amendment – increase of budget by $14,604 to cover additional Project Management services.

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Task 6 Budget = $1,347,000

Task 7: Construction Management (DWR-6)

Task 7.1 – Pre-Construction Services

Task 7.1.1 – Biddability & Constructability Review
KSN will review the project 90% construction documents to identify constructability, work sequencing and/or permitting constraints, identify potential risk items in the design drawings and specifications (Contract Documents), and will offer suggestions to help mitigate project implementation risks. During the biddability and constructability review, KSN will work with the Design Team to develop a full list of required submittals so it is clear to the Contract what is required.

KSN will provide review comments in a tabular form to the Client. A meeting to review these comments will be held with the Client and Design Team, the outcome of which may be revision of the drawings and specifications to incorporate the review comments.

Task 7.1.1 Deliverables

- Constructability review comments in tabular format referencing sheet and/or specification section number.

Task 7.1.2 – Project Management Plan
The KSN team, with input from Client and Design Team, will create a Project Management Plan (PMP). The PMP will describe the processes to be applied in managing major portions of the work, from routing and review of submittals and requests for information (RFIs), Quality Assurance Testing, identifying points of contact for local and permitting agencies, utilities, and designers, to outline field procedures that provide confidence in the quality of materials in workmanship employed by the Contractor.

Task 7.1.2 Deliverables

- Draft and Final Project Management Plan

Task 7.1.3 – Pre-Bid Site Visit
This task assumes that the Client will handle bid advertising and processing, including preparing and issuing any addenda to the bid documents. The task also assumes that the Client will conduct a voluntary pre-bid site visit for prospective bidders to ensure that prospective bidders have an opportunity to see the project site first-hand to gauge the project constraints, complexities, access, and scale. KSN will assist the Client and Design Team in preparing for the pre-bid site

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visit. KSN will attend the pre-bid site visit and take notes of key questions asked so the Design Team can update the construction bid documents as appropriate.

Task 7.1.3 Deliverables

- Meeting notes summarizing key questions asked and any follow-up items identified.

Task 7.2 – Construction Management Services

KSN will act as a liaison between the Client, the Contractor, the Design Team, and utility companies to ensure effective and timely communications, as well as resolution of construction questions and issues. Proposed services include project construction management (CM), and inspection/observation, Quality Assurance testing services, and monitoring of cutoff well embedment.

Task 7.2.1 – Construction Management and Administration

KSN will administer the construction contract on behalf of the Client. This contract administration will include:

- Preparing for and conducting project meetings.
- Tracking Contractor progress.
- Managing, tracking, and conducting initial review of Contractor submittals.
- Coordinating with the County and Design Team on submittal reviews.
- Reviewing and processing request for information on contract change order requests.
- Preparing weekly statements of working days.
- Reviewing and processing Contractor pay requests.
- Monitoring certified payrolls by preparing daily reports and performing spot checks of labor compliance.
- Reviewing Contractor's compliance with workplace safety and health standards.
- Reviewing and managing Contractor change orders and potential claims.
- Preparing cost estimates for potential contract changes.
- Compiling and maintaining documentation necessary for project monthly documentation or final documentation and closeout.
- Preparing reports documenting the progress of construction.

Task 7.2.1 Deliverables

- Weekly meeting agendas.
- Weekly meeting notes.
- Weekly statements of working days.

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- Contractor pay requests.
- Potential change cost estimates.
- A complete set of project construction management files to be provided to the County upon project completion.

Task 7.2.2 – Construction Inspection/Observation

KSN will provide construction inspection/observation for the duration of the project. The KSN team will perform field inspection and observation activities of the contractor and its subcontractors to confirm that the work follows contract drawings and specifications. For a total construction period of four (4) consecutive months, KSN has assumed the following:

- Construction observation by one staff person to cover the expected construction activities.
- Daily observation of Contractor progress and performance under the technical terms of the contract.
- Monitoring the Contractor's conformance with provisions of approval submittals.
- Coordination on project process, scheduling, required environmental/cultural resource monitoring.
- Collection of detailed construction progress documentation.
- Preparing daily and weekly field reports to document the work performed including photographs as necessary to depict job progress and/or address potential claims and verify the as-built drawings are complete.
- Documenting and coordinating with the Contractor corrective actions needed to bring work in compliance with the Contract Documents.
- Bringing potential safety issues to the attention of the Contractor who is responsible for jobsite safety.
- Coordinating with utility companies and the Contractor as necessary to facilitate utility relocation work, if required.
- Coordinating with the Client, Design Team, and Environmental Compliance Team.
- Conducting QA inspection in accordance with Contract Documents.

<u>Task 7.2.2 Deliverables</u>

- Daily reports.
- Weekly construction reports.
- Monthly reports.
- QA Documentation.

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Task 7.2.3 – Testing & Inspection Services

KSN subconsultant Shannon and Wilson (SW), formerly Hultgren-Tillis Engineers, will provide Quality Assurance (QA) observation and testing for the project. Construction activities that will require observation and/or testing by HT include:

- Degrading of the existing levee to the working surface and excavation for the initial clay cap.
- Placement and compaction of the initial clay cap.
- Excavation of the cutoff wall trench and bentonite slurry replacement.
- Placement of the soil-bentonite cutoff wall backfill.
- Placement and compaction of the clap cap.
- General fill and aggregate base placement and compaction.

SW will perform QA materials testing of the bentonite slurry, soil-bentonite cutoff wall back-fill, and other materials at the frequency specified in Contract Document. SW will utilize the Contractor's on-site laboratory to perform viscosity, density, filtrate loss, and pH of the bentonite slurry and soil-bentonite cutoff wall backfill materials. SW will utilize an off-site USACE-accredited laboratory to perform permeability testing of the soil-bentonite cutoff wall backfill. HT will also use this off-site laboratory to perform other materials testing including sieve analysis, Atterberg limits, and compaction curves.

SW will provide a full-time technician during earthwork, cutoff wall, and aggregate baes operations to observe and check materials properties.

- Observation of cutoff wall excavation to confirm embedment into a low permeability soil.
- Compaction testing of the levee embankment fill as required in the Contract Documents.
- Checking the in-place dry density and moisture content of compacted material with a nuclear probe.
- Laboratory testing of materials to evaluate the materials maximum dry density and optimum moisture content.
- Comparison of laboratory results with the dry density measured in the field to calculate relative compaction.
- Preparing required reports and letters.

Task 7.2.3 Deliverables

- Daily reports.
- Materials testing reports.
- QA summary report in conformance with funding requirements.

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Task 7.3 – Post-Construction Services

The KSN team will provide post-construction services for the project, including construction administration closeout activities, preparation of the final construction project report, complete construction administration documentation, and final payment recommendations. The Contractor's as-built drawings will be monitoring to ensure that changes are tracked, logged, and red-lined indicating that the project was built according to the Contract Documents, approved addenda and change orders, and revisions. The Client will be provided with all construction administration documents.

Activities under this task will include:

- Preparing a final construction project report.
- Providing as-build drawings to the County for preparation of the record drawings.
- Preparing recommendations for final progress payment.
- Prepare and coordinate with Contractor on contract closeout documentation.

Task 7.3 Deliverables

- As-build drawings and field notes.
- Final construction report.
- Final pay recommendation.

Task 7 – Assumptions, Limitations, and Understandings

In addition to the above details, the proposed task is based on, and is limited to, the following assumptions, limitations, and understandings:

- The construction schedule is estimated to last four (4) consecutive months, until approximately September 2022.
- KSN has assumed staffing the project with one inspector under prevailing wage compensation requirements.
- Environment and Archaeological monitoring and permit compliance will be by others.
- Survey control, staking, surveys to determined progress payments, QA surveys, and the final 'line and grade' certification surveys will be by others.

Third Amendment – increase of budget by $1,758,940 for Contingency if FEMA does not cover the Emergency Levee Build at Site 9 & 10; updated Hultgren-Tillis Engineers name to Shannon and Wilson.

Task 7 Budget = $2,406,340

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Overall Contract Budget Breakdown*

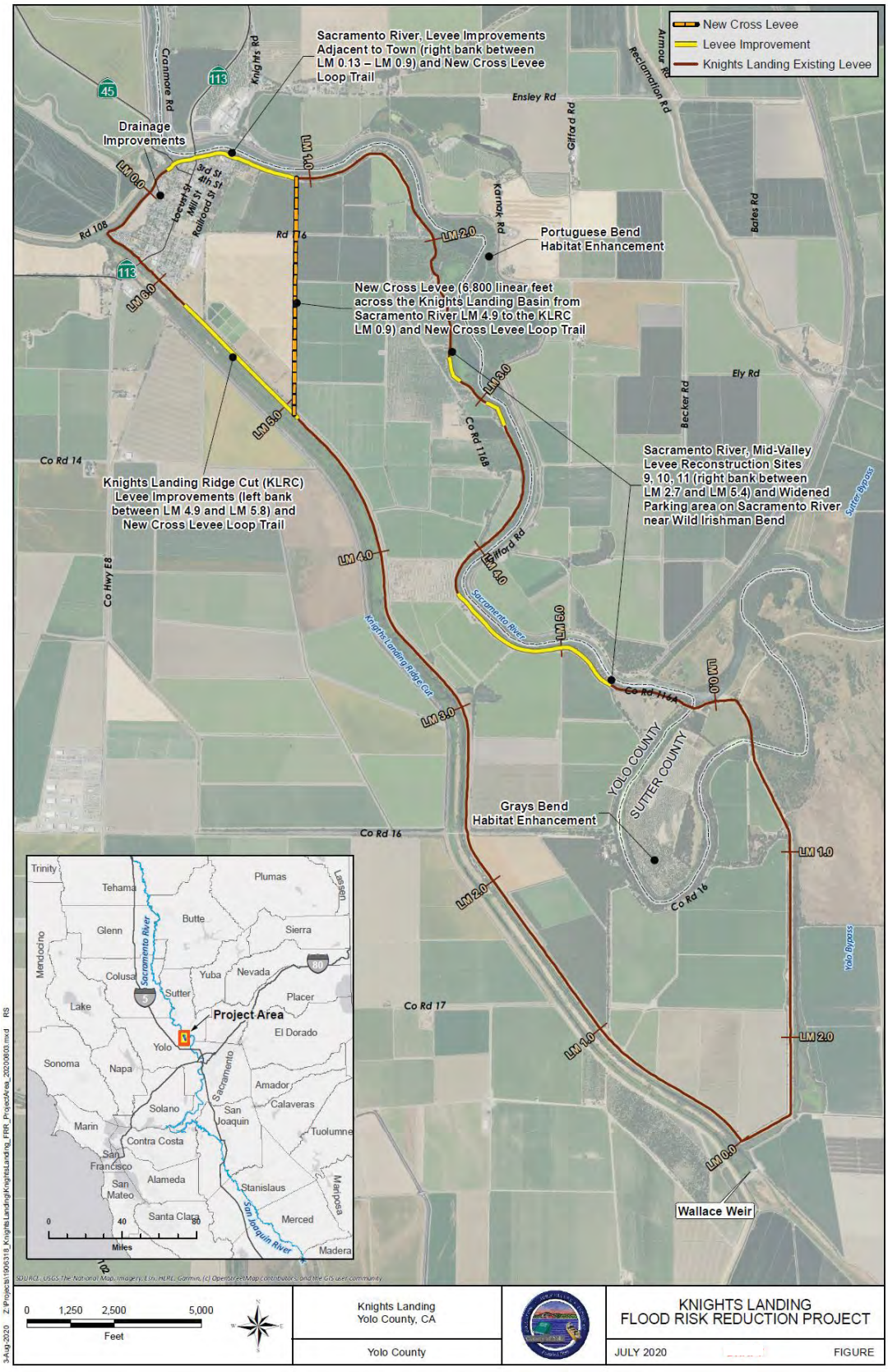
Task	Amount
Task 1: Geotechnical Investigation (DWR-1)	$ 2,300,000
Task 2: Design Plans, Specifications, and Estimates (DWR-2)	$ 4,513,719
Task 3: Environmental Documentation (DWR-3)	$ 1,021,167
Task 4: Permitting and Cultural Resources Compliance (DWR-4)	$ 1,300,000
Task 5: Real Estate (DWR-5)	$ 290,367
Task 6: Program and Project Management (DWR-7)	$ 1,347,000
Task 7: Construction Management (DWR-6)	$ 2,406,340
Total:	**$ 13,178,593**

**Budget was adjusted by Third Amendment to reallocate $1,903,824 from Task 2 to Task 1 (+$70,725), Task 4 (+$36,620), Task 5 (+$22,935), Task 6 (+14,604), and Task 7 (+$1,758,940).*

There was no change in the maximum compensation.

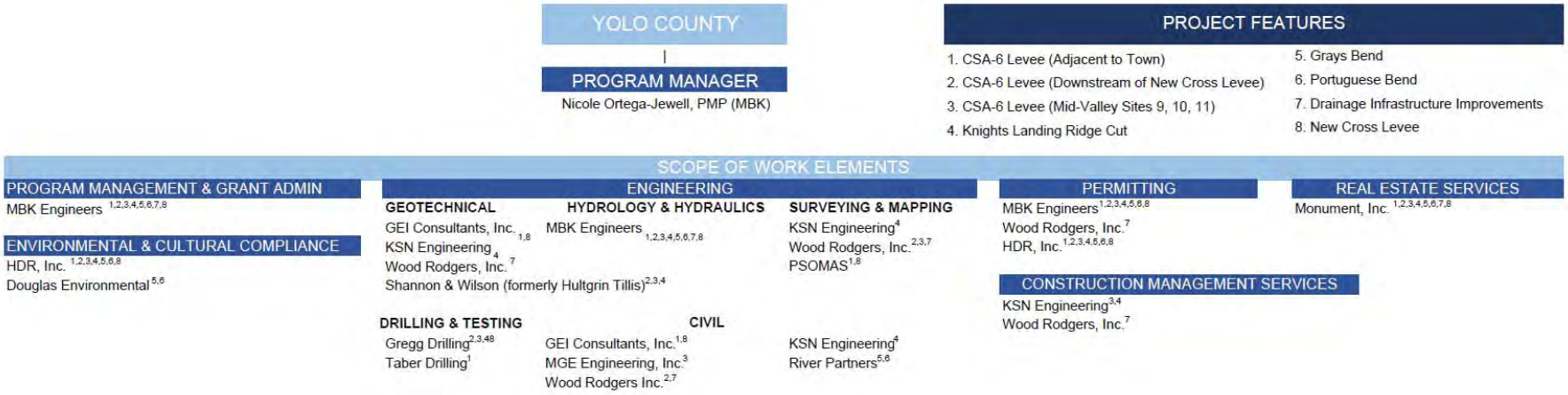
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Figure 1 SCFRR Phase 2 Knights Landing Flood Reduction Project



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Figure 2. Consultant Team Organization



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Figure 3. Cost Rates

Below are the basic hourly rate fee schedules for all current MBK employees and subcontractors who will work on this project. Comprehensive fee schedules, including special equipment and other costs are available upon request.

MBK ENGINEERS	
Principal/Principal Engineer	$220–290
Supervising Engineer	$180–260
Senior Project Manager	$190–260
Project Manager	$160–220
Senior Engineer	$160–230
Engineer/Hydrologist	$130–190
GIS Professional	$120–190
Water Resources Associate	$110–180
GIS Specialist	$80–150
Technician/Drafter	$80–150
Technical Editor	$50–125
GEI CONSULTANTS, INC.	
Senior Consultant: Grade 8	$316
Senior Professional: Grade 7	$282
Senior Professional: Grade 6	$238
Senior Professional: Grade 5	$209
Proj. Professional: Grade 4	$177
Proj. Professional: Grade 3	$158
Staff Professional: Grade 2	$144
Staff Professional: Grade 1	$131
Sr. CADD Drafter	$158
Jr. CADD Drafter	$131
Technician, Admin	$117
MGE ENGINEERING, INC	
Principal Engineer	$300
Project Manager	$245
Supervising Engineer	$245
Geologist/GE	$230
Senior Engineer	$205
Resident Engineer.	$205
Associate Engineer	$175
Construction Inspector	$190
Assistant Engineer	$165
Junior Engineer	$120
CADD Technician III	$165
CADD Technician II	$130
CADD Technician I	$115
Admin Assistant	$110
DOUGLAS ENVIRONMENTAL	
Principal/Senior PM	$210
MONUMENT RIGHT-OF-WAY	
Program Manager / Principal	$250
Senior Project Manager	$165
Project Manager	$150
Senior Agent/Senior Analyst	$125
Acquisition/Relocation Analyst	$105
Project Analyst	$90
Project Support Specialist	$65
Administrative Assistant	$40

HDR, INC.	
Principal-in-Charge	$300
Project Manager	$267
Senior Technical Review	$295
Senior Policy Advisor	$270
Senior Planner	$240
Staff Planner	$180
Junior Planner	$125
Senior Environmental Planner	$267
Staff Environmental Planner	$192
Junior Environmental Planner	$150
Senior Civil Engineer	$267
Staff Civil Engineer	$192
Junior Civil Engineer	$150
Senior Biologist	$250
Staff Biologist	$182
Junior Biologist	$140
Senior CADD	$155
Staff CADD	$140
GIS Tech	$130
Project Coordinator	$110
Project Accountant	$130
Admin/Clerical	$110
Senior Public Outreach	$185
Junior Pubic Outreach	$110
Technical Editor	$135
WOOD RODGERS	
Principal PE/GE/Surveyor/Planner/GIS II	$250
Principal PE/GE/Surveyor/Planner/GIS I	$220
Associate PE/GE/Surveyor/Planner/GIS III	$205
Associate PE/GE/Surveyor/Planner/GIS II	$195
Associate PE/GE/Surveyor/Planner/GIS I	$185
PE/GE/Surveyor/Planner/GIS III	$175
PE/GE/Surveyor/Planner/GIS II	$165
PE/GE/Surveyor/Planner/GIS I	$150
Assistant PE/GE/Surveyor/Planner/GIS	$115
CAD Technician III	$150
CAD Technician II	$130
CAD Technician I	$115
Project Coordinator	$130
Administrative Assistant	$95
1 Person Survey Crew	$210
2 Person Survey Crew	$305
3 Person Survey Crew	$390
RIVER PARTNERS	
Management and Administrative Staff	$52-136
Biology and Planning Staff	$50-115
Field Staff	$30-92
ESA	
Senior Associate	$150-205

KSN, INC.	
Principal Engineer	$255
Associate Engineer	$230
Senior Engineer	$205
Engineer II	$185
Engineer I	$175
Junior Engineer	$145
Senior Surveyor	$210
Surveyor	$180
Assistant Surveyor	$150
Field Crew-One Man & Vehicle	$205
Field Crew-Two Man & Vehicle	$310
Inspector	$162
Inspector & Vehicle	$190
Senior Project Manager	$228
Project Manager	$195
Assistant Project Manager	$175
Grant Manager	$150
GIS/CAD Technician III	$145
GIS/CAD Technician II	$125
GIS/CAD Technician I	$95
Project Accountant	$136
Administrative III	$105
Administrative II	$90
Administrative I	$75
GREGG DRILLING & TESTING, INC.	
Mud Rotary Drill Rig: 2 person	$420
CME 75: 2 person	$350
Direct Push Rig: 1 person	$375
Auger Push Rig: 2 person	$375
Development Rig: 1 person	$195
Air Vacuum Rig: 2 person	$280
20 Ton CPT Rig: 2 person	$440
Project Management	$120
Admin	$60
PSOMAS	
One-person survey party	$195
Two-person survey party	$272
Three-person survey party	$386
Project/Technical Manager	$216
Admin	$100
CADD Tech I	$120
CADD Tech II	$144
HULTGREN-TILLIS ENGINEERS	
Staff	$145
Project	$170
Senior	$190
Associate	$205
Principal	$240
Senior Principal	$270

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Taber

Typical Exploration Fees
Prevailing Wage Charge-Out Rates by County*

*Counties Include: Butte, Contra Costa, Del Norte, Humboldt, Lake, Marin, Mendocino, Napa, Nevada, Sacramento, San Joaquin, Solano, Sonoma and Yolo.

Truck-Mounted Drill (2-Man Crew + Typical Support Equipment)	$375.00 / Hr
Premium Truck-Mounted Drill (Over 8 Hours Daily)	$430.00 / Hr
Track-Mounted Drill (2-Man Crew + Typical Support Equipment)	$410.00 / Hr
Premium Track-Mounted Drill (Over 8 Hours Daily)	$465.00 / Hr
Additional Drill Helper (Any Drill)	$105.00 / Hr
Premium Additional Drill Helper (Any Drill)	$120.00 / Hr
Standby or Daily Travel 3-Man Drill Crew and Equipment (Any Drill)	$290.00 / Hr
Operational Supervisor (Site Review, Consultation, etc.)	$170.00 / Hr
CPT Testing, Electronic 20-Ton (Includes Data Report)	$410.00 / Hr
Premium CPT Testing (Over 8 Hours Daily)	$465.00 / Hr
CPT Seismic Testing (Supplemental, Data Processing Per Sounding)	$ 60.00 / Ea
Over-Water Exploration (Float; 3-Man Crew + Support Equipment)	$855.00 / Hr
PQ Triple Tube Diamond Bit Charge (Supplemental to Hourly Drill Rates)	$ 21.00 / LF
HQ, NQ Triple Tube Diamond Bit Charge (Supplemental Rate)	$ 18.00 / LF
Cuttings Disposal (By 55-Gallon DOT Drum; Non-Hazardous Only)	$200.00 / Bbl
Cuttings Disposal (Cuttings in Tank or Bin; Non-Hazardous Only)	$ 4.00 / Gal
Polaris 6X6 All-Terrain Support Vehicle (Billed Only as Used)	$190.00 / Dy
Special Support Equipment (Grounding Mats, Portable Sanitary Facilities, Minuteman Drill, Water Truck, Forklift, Air Tools, etc.)	Quoted PER ROJECT
Per Diem Expense for Drill or CPT Crew Members (Minimum Rate)	$220.00 / Dy*
SPT Energy Analysis (Site Specific, Includes Report, Not Travel)	$2,750.00 / LS
Job Materials (Cement, Bentonite, Liners, Plastic Sheeting, etc.)	Cost + 15%
Outside Support Services (Equipment Rental, Fencing, Traffic Control, etc.)	Cost + 15%
Administrative Assistance (Project Labor Compliance, etc.)	$110.00 / Hr

Note 1: Pay categories are based on current DIR posted rates for Water Well and Geologic Exploration Driller classification for the County where work is performed.

Note 2: Mobilization / Demobilization, Weekend Travel, Over-Water Work, Weekend Work, Portable Drill Work, Night Work and Emergency Work rates quoted PER PROJECT.

Note 3: *Per Diem Expense is a Minimum of $220.00 per day, per person; actual rates are based on project location, per current General Services Administration Rates.

OCTOBER 15, 2022 TIER II

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 14.
Board of Supervisors **Natural Resources**

Meeting Date:	06/06/2023
Brief Title:	Amendment to YCFCWCD Agreement
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Elisa Sabatini, Manager of Natural Resources, Department of Community Services, x5773
Supervisorial District Impact:	Countywide

Subject

Approve fourth amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with the Yolo County Flood Control and Water Conservation District, increasing total compensation from $360,000 to $860,000 to develop and implement a comprehensive flood risk reduction and flood management strategy for the western valley floor portion of Yolo County and adopt budget resolution increasing Public Works budget by $500,000. (No general fund impact) (4/5 vote required) (Lindbo/Sabatini)

Recommended Action

A. Approve fourth amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with the Yolo County Flood Control and Water Conservation District, increasing total compensation from $360,000 to $860,000 to develop and implement a comprehensive flood risk reduction and flood management strategy for the western valley floor portion of Yolo County (Attachment A); and

B. Adopt a budget resolution increasing Public Works budget by $500,000 (Attachment B).

Strategic Plan Goal(s)

Safe Communities
- Emergency preparedness & resiliency
- Infrastructure

Sustainable Environment
- Quality and quantity of water
- Climate action and resilience

Flourishing Agriculture
- Agricultural preservation
- Flood Insurance

Robust Economy
- Rural Community Support

Reason for Recommended Action/Background

On June 4, 2019, the Board of Supervisors (Item #32) approved the FloodSAFE Yolo 2.0 program, a comprehensive effort led by the County and the Yolo County Flood Control and Water Conservation District (YCFCWCD) to develop and implement a comprehensive flood risk reduction and flood management strategy for the western valley floor portion of Yolo County. FloodSAFE Yolo was first undertaken in 2006 by the County, the City of Woodland, and YCFCWCD in response to major storm events in 2005/2006. That original effort concluded after two years, but resulted in the development of several key technical reports, one of which led to the Lower Cache Creek Feasibility Study, a Study and proposed flood management project that the City is currently trying to implement.

During January and February 2019, the western side of Yolo County experienced significant localized flooding. This flooding situation is a recurring problem taking place almost every year when average or above average precipitation occurs. There is no formal comprehensive flood prevention and management strategy for the western side of Yolo County. Instead, various agencies and landowners attempt individually to maintain drainages where feasible. Additionally, annual meetings are held among government agencies to prepare for possible flooding. When flood events occur, it becomes an emergency management exercise to contain the flooding where practicable and to detour and evacuate people otherwise. In June 2019, the Board and the Yolo County Flood Control and Water Conservation District jointly agreed to fund ($100,000 each, per year) and implement FloodSAFE Yolo 2.0.

Mission Statement

The FloodSAFE Yolo 2.0 Program (FSY2.0) will minimize the risk from flooding in rural areas of Yolo County to the maximum extent possible. FSY 2.0 will focus upon areas that are not currently addressed by existing flood control programs managed by other entities.

Founding Principles

- Work collaboratively with the agricultural, environmental, local government, and regulatory agency, and public stakeholders in the development of policies that reduce the risks associated with localized and regional flooding;
- Develop performance measures and reporting periodically to Yolo County, stakeholders, and the public regarding the progress we have made in developing acceptable policies and projects;
- Remain aware of relevant federal, state, and regional flood and environmental policies;
- Utilize the most appropriate technology available to forecast impacts associated with flood and environmental management policies and recommend actions based upon the technology while respecting the quality of life in Yolo County;
- Remain sensitive to the costs associated with environmental and flood management policies, which could become a burden to property owners, local governments, and other stakeholders; and
- Pursue and implement our work in a collaborative, cost-effective, and efficient manner in order to demonstrate that we are trustworthy guardians of the public's resources.

Since 2019, the FloodSAFE Yolo 2.0 effort has undertaken the following:

- Town of Madison: Study, design, and construction of approximately $600,000 in drainage improvements in and around the town of Madison in 2020, resulting in minimal flood impacts during the atmospheric storm events of 2022/2023;
- Rolling Acres/West Plainfield: Review and analysis of existing studies and literature related to valley floor flooding that affects the areas surrounding the Yolo County Airport, which led to the formation of the Rolling Acres/West Plainfield Flood Ad Hoc Subcommittee (Supervisors Barajas and Frerichs);
- Flood Monitoring: Additional sensors and monitors have been purchased and installed, and connected to the YCFCWCD's SCADA system to improve early flood detection and data collection;
- Improved Maintenance: Mapping of waterways to determine whether private or public, jurisdictional authority (if any), and coordinated maintenance of publicly maintained sloughs and waterways; and
- State Route 16 Flood Mitigation Analysis: Study and feasibility analysis of additional improvements, such as rerouting peak storm events into retention/detention areas, to reduce flood risk to the towns of Esparto and Madison, and reduce flood waters that affect Highway 16. This effort was funded by a CalOES/FEMA grant (HMGP #4407-432-9R).

The subject of this recommended action is the final bullet - the State Route 16 Flood Mitigation Analysis. This effort is funded by a grant from CALOES/FEMA. Upon conclusion of the grant funded feasibility analysis for Highway 16 flood risk reduction projects, there remained a balance of $201,933.80 on the grant funding contract. CalOES staff encouraged the County to undertake additional work on the project and expend the full grant amount.

Staff Recommendation

The additional $500,000 will allow the proposed project to be taken from the feasibility analysis stage through 35% design and engineering, including additional hydraulic analysis, geotechnical investigations, and identification of potential environmental impacts. This additional scope of work also includes robust public outreach, including fact sheets, online outreach, and open houses. Staff recommends that the Board approve Amendment #4 to the intergovernmental agreement with the Yolo County Flood Control and Water Conservation District, increasing the total agreement amount by $500,000, from a maximum of $360,000 to a new maximum of $860,000. The additional expenses will be paid from the existing CalOES/FEMA grant ($201, 933.80) and the Madison Flood Mitigation Fund ($298,066.20). There is no general fund expenditure associated with this request.

Collaborations (including Board advisory groups and external partner agencies)

Staff have collaborated with Yolo County Public Works, County Administrators Office, Madison CSD, Madison FPD, Yolo County Flood Control and Water Conservation District, and the Yocha DeHe Wintun Nation.

Competitive Bid Process/Vendor Performance

Not applicable; the County proposes to amend the existing intergovernmental agreement with Yolo County Flood Control and Water Conservation District. The purpose of the agreement is to jointly fund, analyze, and implement flood risk reduction activities, consistent with FloodSAFE Yolo 2.0.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$500,000
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$500,000
One-time commitment	Yes

Source of Funds for this Expenditure	
CalOES/FEMA grant	$201,934
Madison Flood Mitigation	$298,066

Further explanation as needed

The Governor's Office of Emergency Services (CalOES) encouraged the County to conduct additional analysis on flood risk reduction activities under consideration for the town of Madison with unspent grant funds (CalOES HMGP #4407-432-9R). The additional analysis will cost $500,000, with $201,933.80 being paid from the funding balance on the HMPG grant and $298,066.20 paid from the Madison Flood Mitigation Fund. There is no general fund impact from this request. The unused portion from the current fiscal year will be re-budgeted in FY2023-24 during the Adopted Budget process.

Attachments

Att. A. Fourth Amendment
Att. B. Budget Resolution

Form Review

Inbox	Reviewed By	Date
Elisa Sabatini (Originator)	Elisa Sabatini	05/30/2023 09:29 AM
Todd Riddiough	Todd Riddiough	05/30/2023 01:05 PM
Kimberly Hood	Kimberly Hood	06/01/2023 11:49 AM
Leslie Lindbo	Leslie Lindbo	06/01/2023 12:28 PM
Financial Services	KauXue Thao	06/01/2023 01:23 PM
John Rowe	John Rowe	06/01/2023 03:38 PM
Form Started By: Elisa Sabatini		Started On: 05/24/2023 03:08 PM
Final Approval Date: 06/01/2023		

YOLO COUNTY AGREEMENT NO. _____

(Fourth Amendment to Agreement No. **7676-2020-FLOODSAFE2.0** with Yolo County Flood Control and Water Conservation District, relating to Floodsafe Yolo 2.0 Program Services, to Increase the Maximum Compensation for continued services and Extend the Term)

THIS Agreement is made and entered into as of this **6th** day of **June** 2023, by and between the **County of Yolo**, a political subdivision of the State of California ("County"), and **Yolo County Flood Control and Water Conservation District** ("District"). County and District are jointly referred to as the "Parties" and agree as follows.

WHEREAS, on or about August 26, 2019, the Parties entered into an agreement for District to provide Floodsafe Yolo 2.0 Program services to the County (Agreement No. 7676-2020-FLOODSAFE2.0); and

WHEREAS, on or about June 23, 2020, the Parties entered into a First Amendment of Agreement No. 7676-2020-FLOODSAFE2.0 to revise the terms of payment, increase the maximum compensation, and revise the scope of services; and

WHEREAS, on or about May 4, 2021, the Parties entered into a Second Amendment of Agreement No. 7676-2020-FLOODSAFE2.0 to extend the term; and

WHEREAS, on or about May 24, 2022, the Parties entered into a Third Amendment of Agreement No. 7676-2020-FLOODSAFE2.0 to increase the maximum compensation and extend the term; and

WHEREAS, the parties wish to further amend Agreement No. 7676-2020-FLOODSAFE2.0 to increase the maximum compensation for continued services per proposal attached and extend the term.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph 9 of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

   9. TERM. This Agreement will terminate on **December 31, 2024**, unless otherwise extended in writing by the Parties prior to that date.

2. Paragraph I.A of Exhibit 1 of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

   I. TASK 1: FloodSafe Yolo 2.0 Program:

   A. The District will retain services of an experienced flood management professional and other support services as deemed appropriate. The District will use these resources in developing the institutional, financial and legal framework for creating an ongoing flood management division within the District. The initial funding will be provided by the participating entities for the period extending through **December 31, 2024**. This funding will allow for a focused effort to develop a long-term funding source and institutional framework for continuing regional flood management activities (implementation, maintenance, and planning). Some of this funding will be used for implementation of specific projects. Other specific tasks are outlined below.

3. Paragraph II of Exhibit A of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

II. BUDGET

A. Initially, County and district shall each contribute up to a maximum of $100,000 per year for a combined $200,000 over the term of this Agreement as Funds for this Task. Further, County shall contribute up to a maximum of $30,000 per fiscal year for fiscal years 2021/22 and 2022/23. For continued services outlined in Proposal for Professional Engineering Services, County shall contribute up to a maximum of $500,000 over fiscal years 2022/23 and 2023/24. In addition, as full compensation for reimbursement of all expenses incurred by District in the performance of the Madison Public Works Drainage Improvement Project, the County shall also contribute Funds for this Task in an amount up to but shall not exceed $100,000. Therefore, the total maximum Funds contributed to this Task is $860,000. Authorized Expenses under this Task shall include the following:

1. Paying a salary for a contract employee(s) and/or consultant(s) (including salary, benefits, and incidental office expenses).
2. Development and/or validation of flood maps, hydrological, climatological, and other foundational information.
3. Engineering and legal work to develop and appropriate overall governance structure and/or assessment district(s) within defined zones of benefit.
4. Development of potential flood management solutions for the localized floodplain areas and develop justification and boundaries for the establishment of a benefit district.
5. Implementation of actual flood management work (e.g. identified waterway maintenance schedule).
6. Land acquisitions.

4. Except as specifically amended hereinabove, Agreement No. 7676-2020-FLOODSAFE2.0 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

DISTRICT:

By: _____
Kristin Sicke, General Manager

COUNTY*:*

By: _____
Oscar E. Villegas, Chair
Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk of the Board

By: _____
Deputy (Seal)

Approved As To Form
Philip J. Pogledich, County Counsel

By: _____
Kimberly E. Hood, Asst. County Counsel

AMENDMENT #1

YOLO COUNTY AGREEMENT NO. 20-100

(First Amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with Yolo County Flood Control and Water Conservation District, relating to Floodsafe Yolo 2.0 Program Services, to revise the Terms of Payment, increase the Maximum Compensation, and Revise the Scope of Services)

THIS First Agreement is made and entered into as of this **23rd** day of **June**, 2020, by and between the **County of Yolo**, a political subdivision of the State of California ("County"), and **Yolo County Flood Control and Water Conservation District** ("District"). County and District are jointly referred to as the "Parties" and agree as follows.

WHEREAS, on or about August 26, 2019, the parties entered into an agreement for District to provide Floodsafe Yolo 2.0 Program services to the County (Yolo County Agreement No. 7676-2020-FLOODSAFE2.0); and

WHEREAS, the parties wish to amend Agreement No. 7676-2020-FLOODSAFE2.0 to revise the terms of payment, increase the maximum compensation, and revise its scope of services.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph II of Exhibit A of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

II. BUDGET

A. Initially, County and District shall each contribute up to a maximum of $100,000 per year for a combined $200,000 over the term of this Agreement as Funds for this Task. In addition, as full compensation for reimbursement of all expenses incurred by District in the performance of the Madison Public Works Drainage Improvement Project, the County shall also contribute Funds for this Task in an amount up to, but shall not exceed $100,000. Therefore, the total maximum Funds contributed to this Task is $300,000. Authorized Expenses under this Task shall include the following:

1. Paying a salary for a contract employee(s) and/or consultant(s) (including salary, benefits, and incidental office expenses).
2. Development and/or validation of flood maps, hydrological, climatological and other foundational information.
3. Engineering and legal work to develop and appropriate overall governance structure and/or assessment district(s) within defined zones of benefit.
4. Development of potential flood management solutions for the localized floodplain areas and develop justification and boundaries for the establishment of a benefit district.
5. Implementation of actual flood management work (e.g. identified waterway maintenance schedule).
6. Land acquisitions.

2. Except as specifically amended hereinabove, Agreement No. 7676-2020-FLOODSAFE2.0 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

DISTRICT:

By: _____
Tim O'Halloran, General Manager

COUNTY:

By: _____
Gary Sandy, Chair
Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
(Seal)

Approved As To Form
Philip J. Pogledich, County Counsel

By: _____
Megan Stedtfeld, Asst. County Counsel

AMENDMENT #2

BOARD OF SUPERVISORS
Yolo County, California

To: CAO ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-58, Item No. 8, of the Board of Supervisors' meeting of May 4, 2021.

MOTION: Saylor. SECOND: Barajas. AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

8. Approve second amendment to FloodSAFE Yolo 2.0 Agreement extending expiration date to June 30, 2021. (No general fund impact) (Cook/Sabatini)

Approved **Agreement No. 21-73** on Consent.

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 8.

Board of Supervisors **County Administrator**

Meeting Date: 05/04/2021

Brief Title: FloodSAFE Yolo 2.0 Agreement - 2nd Amendment

From: Jill Cook, Deputy County Administrator, County Administrator's Office

Staff Contact: Elisa Sabatini, Manager of Natural Resources, County Administrator's Office, x5773

Subject

Approve second amendment to FloodSAFE Yolo 2.0 Agreement extending expiration date to June 30, 2021. (No general fund impact) (Cook/Sabatini)

Recommended Action

Approve second amendment to FloodSAFE Yolo 2.0 agreement extending expiration date to June 30, 2021.

Strategic Plan Goal(s)

Safe Communities

Flourishing Agriculture

Reason for Recommended Action/Background

Background

As a result of flooding events in western Yolo County 2017 and 2019, the County identified a need for a more comprehensive approach to flood prevention. On June 4, 2019, the Yolo County Board of Supervisors received a presentation on this identified need and authorized the revival of a previous regional effort from 2007 referred to as "FloodSAFE Yolo". (Item No. 32, June 4, 2019 Board meeting) The County and the Yolo County Flood Control and Water Conservation District ("District") entered into an agreement (provided as Attachment B to this staff report) and each contributed $100,000 in FY 19/20 towards implementation of the revived and re-imagined effort - now known as FloodSAFE Yolo 2.0. Building on the success of the first year of FloodSAFE Yolo 2.0, the County and the District renewed their staffing and fiscal commitment for FY 20/21 ($100,000 each).

Current Request

Though both agencies (the County and the District) budgeted funds for FloodSAFE Yolo 2.0 in FY 20/21, the enabling legal agreement (Agreement No. 7676-2020-FLOODSAFE2.0) was not extended at that time. This request would extend the expiration of the FloodSAFE Yolo 2.0 agreement to June 30, 2021. The proposed amendment is provided as Attachment A to this staff report.

Collaborations (including Board advisory groups and external partner agencies)

Staff has collaborated with the Yolo County Flood Control and Water Conservation District and County Counsel on this item.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$100,000
Amount budgeted for expenditure	$100,000
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0

Further explanation as needed

The County and Yolo County Flood Control and Water Conservation District each contribute $100,000 per year to the Flood SAFE Yolo 2.0 effort. The County's $100,000 contribution was included in the FY 20-21 adopted budget. This request is for an extension of time only.

Attachments

Att. A. Second Amendment
Att. B. FSY2.0 2019 Agreement

Form Review

Inbox	Reviewed By	Date
Elisa Sabatini (Originator)	Elisa Sabatini	04/20/2021 02:56 PM
County Counsel	Hope Welton	04/20/2021 03:15 PM
Jill Cook	Jill Cook	04/20/2021 03:34 PM
Daniel Kim	Daniel Kim	04/22/2021 12:15 PM
County Counsel	Hope Welton	04/26/2021 03:18 PM
Alexander Tengolics	Alexander Tengolics	04/27/2021 08:29 AM
Form Started By: Elisa Sabatini		Started On: 03/08/2021 10:29 AM
Final Approval Date: 04/27/2021		

FILED

MAY 11 2021

BY Julie Dachtler
DEPUTY CLERK OF THE BOARD

YOLO COUNTY AGREEMENT NO. 21-73

(Second Amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with Yolo County Flood Control and Water Conservation District, relating to Floodsafe Yolo 2.0 Program Services, to Extend the Term)

THIS Second Amendment is made and entered into as of this 4th day of May 2021, by and between the **County of Yolo**, a political subdivision of the State of California ("County"), and **Yolo County Flood Control and Water Conservation District** ("District"). County and District are jointly referred to as the "Parties" and agree as follows.

WHEREAS, on or about August 26, 2019, the Parties entered into an agreement for District to provide Floodsafe Yolo 2.0 Program services to County (Agreement No. 7676-2020-FLOODSAFE2.0); and

WHEREAS, on or about June 23, 2020, the Parties entered into a First Amendment of Agreement No. 7676-2020-FLOODSAFE2.0 to revise the terms of payment, increase the maximum compensation, and revise the scope of services; and

WHEREAS, the Parties wish to further amend Agreement No. 7676-2020-FLOODSAFE2.0 to extend the term.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph 9 of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

   9. TERM. This Agreement will terminate on **June 30, 2021,** unless otherwise extended in writing by the Parties prior to that date.

2. Paragraph I.A of Exhibit 1 of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

   I. TASK 1: FloodSafe Yolo 2.0 Program:

   A. The District will retain services of an experienced flood management professional and other support services as deemed appropriate. The District will use these resources in developing the institutional, financial and legal framework for creating an ongoing flood management division within the District. The initial funding will be provided by the participating entities for the period extending through **June 30, 2021**. This funding will allow for a focused effort to develop a long-term funding source and institutional framework for continuing regional flood management activities (implementation, maintenance, and planning). Some of this funding will be used for implementation of specific projects. Other specific tasks are outlined below.

3. Except as specifically amended hereinabove, Agreement No. 7676-2020-FLOODSAFE2.0 shall remain in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have executed this Second Amendment to Agreement No. 7676-2020-FLOODSAFE2.0 as of the day and year first written above.

DISTRICT:

By: _____
Kristin Sicke, Assistant General Manager

COUNTY:

By: _____
Jim Provenza, Chair

ATTEST:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: _____
Deputy (Seal)

Approved As To Form
Philip J. Pogledich, County Counsel

By: _____
Ronald J. Martinez, Asst. County Counsel

Yolo County Agreement No. _____

MEMORANDUM OF UNDERSTANDING
FLOODSAFE YOLO 2.0 PROGRAM

This Agreement is entered into by and between the County of Yolo ("County") and Yolo County Flood Control and Water Conservation District ("District") and will take effect as of the last date on which each Party has executed this Agreement. Defined terms are set forth in Section 2 of this Agreement.

RECITALS

A. The Parties recognize that flood protection is important to the health, safety, and economic vitality of the Western Yolo County Region.

B. The Parties recognize the need for floodSAFE Yolo 2.0 to address flood protection issues in the rural areas of Western Yolo County that are not currently addressed by other flood control programs.

C. The Parties recognize that a regional approach to a flood protection solution is critical to success.

D. The Parties believe that a regional flood control entity, separate from the County, may best advance flood control planning/activities for the region in conjunction with efforts by responsible State agencies.

E. The Parties believe that while flood control is generally a State responsibility, local funding for flood control is critical to sustaining a focused, ongoing effort to improve regional flood protection, recognizing that successful projects can take decades to plan and implement.

F. The Parties have collaborated on regional water planning activities (such as formation of the Water Resources Association and development of a Storm Water Management Plan and an Integrated Regional Water Management Plan). The Parties each desire to collaborate regarding the investigation of flood control planning activities that would be in their mutual interest.

G. The Parties desire to provide in this Agreement authorization and cost-sharing for the District to develop the institutional, financial and legal framework for creating an ongoing flood management division within the District, to lead to a regional flood protection solution that provides appropriate levels of protection to urban and rural areas.

AGREEMENT

The Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Definitions.** When used in this Agreement, the following terms will have the meanings set forth below:
    a. "Agreement" means this Agreement.
    b. "Authorized Expenses" means those expenses incurred by the District in utilizing employees, contracting with consultants and incurring other costs to implement a Task consistent with the approved Budget for the Task.
    c. "Budget" means the budget approved for a Task, which will include Authorized Expenses and the apportionment among the Parties of the responsibility for payment thereof.

d. "CEQA" means the California Environmental Quality Act.
e. "Funds" means payments from the Parties to implement a Task consistent with the Budget.
f. "Parties" means the parties to this Agreement.
g. "Party" means one of the Parties.
h. "Party Representative" means the person identified in Section 3, below, who will be authorized to take actions under this Agreement on behalf of the - Party, until such time as the chief executive officer (or equivalent) notifies the District and the other Parties of a change in its Party Representative.
i. "Task" means a scope of work that the Parties have authorized the District to carry out in the manner provided for in this Agreement.

3. **Purpose of this Agreement.** The Parties intend that the District will have the latitude, authority, and responsibility to undertake those acts the District deems necessary, consistent with Exhibit 1, to establish ongoing flood management that will be successful, in collaboration with the County, in providing appropriate levels of flood protection for rural and urban areas. Consistent with this intention, this Agreement authorizes the District to implement the Task(s) described in Exhibit 1, which is incorporated herein by this reference. The scope of work and budget for the Task are set forth in Exhibit 1 to this Agreement. The Parties may amend the Task or authorize the District to carry out an additional task(s) in the manner provided for in this Agreement

   In carrying out its duties under this Agreement, the District will comply with the applicable legal requirements (including but not limited to bidding requirements and contracting procedures). The District will serve as lead agency under CEQA with respect to any activities to implement a Task that are subject to CEQA. The District will have the authority to take all actions the District reasonably determines are appropriate to implement a Task and pay Authorized Expenses that are consistent with the approved Budget.

4. **Actions of the Representatives of the Parties.** Each Party Representative will have authority to take action under this Agreement on behalf of the Party that he or she represents. The Party Representatives may take action under this Agreement at a meeting, during a telephone conference call, through electronic correspondence or other means approved by the Party Representatives, so long as each Party Representative was provided reasonable notice of the proposed action and a reasonable opportunity to participate in the consideration of the action item. The Party Representatives are as follows:

   County: County Administrator, or designee
   District: General Manager, or designee

5. **Actions Requiring Approval by All Parties.** Notwithstanding any contrary provision in this Agreement, the following actions will not be effective unless approved in writing by all of the Parties that would be affected by the action:
   a. Amendment of this Agreement, including but not limited to extensions of its Term.
   b. Addition of Parties. The terms and conditions applicable to a new party will be set forth in an amendment to this Agreement. The Parties may provide that a new party will be

liable only for obligations that existed from or after the effective date of the action approving the new party.

c. Approval or amendment of a Task.
d. Adoption or amendment of a Budget.
e. Termination of this Agreement or withdrawal of a Party.

6. **Termination.**
   a. This Agreement may be terminated by either Party, at any time, with or without cause, upon 30 days' written notice from one to the other.
   b. Either Party may terminate this Agreement for cause immediately upon determining that the other Party has materially failed to perform any of the covenants contained in this Agreement in the time and/or manner specified. Notice of termination for cause shall be deemed effective upon delivery, including delivery via facsimile or e-mail, unless otherwise specified therein. If notice of termination for cause is given by a Party and it is later determined that the receiving Party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.
   c. Following termination under paragraph (a) or (b) above, the terminating Party will be responsible for its share of financial obligations consistent with Exhibit 1 and incurred under this Agreement or earmarked for expenditures in connection with costs or debts prior to the effective date of termination, unless otherwise agreed by the Parties.

7. **Funds.** The County will make payments to the District within ninety days of invoicing by the District, consistent with the approved Budget. The District will be authorized to use the Funds collected for a Task to pay Authorized Expenses for the Task. The District will provide an accounting to the County of all Funds received and expended under this Agreement, in accordance with the provisions of Government Code section 6505 and other applicable provisions of law. Upon expiration or earlier termination of this Agreement, all unexpended funds of the County will be returned to the County.

8. **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Parties when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents or employees of a Party will be deemed to be officers, agents or employees of any other Party. Nothing in this Agreement will be construed to create a partnership, joint venture, co- ownership, or agency relationship between the Parties.

9. **Term.** This Agreement will terminate on December 31, 2020, unless otherwise extended in writing by the Parties prior to that date.

10. **Notices.** The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of all Parties, confirmed in writing, without

requiring an amendment to this Agreement. All notices and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party.

11. **Signatories' Authority.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Agreement.

12. **Counterparts of this Agreement.** This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

13. **Reasonable Cooperation.** The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this Agreement, and to carry out the purpose and intent of this Agreement.

14. **Construction and Interpretation.** This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

15. **Complete Agreement.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.

16. **Waiver.** The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.

17. **Remedies Not Exclusive.** The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by a Party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

18. **Binding on Successors.** The rights and obligations under this Agreement will be binding on the successors of the Parties. These rights may not be assigned without the written consent of the other Parties.

19. **Mutual Indemnification.** Each Party will indemnify, defend, protect and hold harmless the other Party, its respective officers, employees and agents from and against any and all liability, losses, claims, damages, expenses, demands and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of the respective Party's performance of its obligations under this Agreement and caused in whole or part by any negligent act or omission, willful misconduct or violation of law of or by the respective Party or its employees, agents or contractors. Any persons hired by the District pursuant to this Agreement will be considered to be solely District employees for all purposes. The Parties' respective obligations under this indemnification provision will survive the termination of this Agreement.

The foregoing is hereby agreed to by the Parties.

County:

Patrick Blacklock
Yolo County Chief Administrative Officer

Dated: 8-26-19

Attest:
Clerk of the Board

By:_____
Deputy

Approved as to Form
Philip Pogledich, Yolo County Counsel

By:_____
Carrie Scarlata, Assistant County Counsel

The District:

for Tim O'Halloran, General Manager
Yolo County Flood Control and
Water Conservation District

Dated: 8/16/19

EXHIBIT 1

Scope of Work and Budget
floodSafe Yolo 2.0

I. TASK 1: floodSafe Yolo 2.0 Program:

A. The District will retain services of an experienced flood management professional and other support services as deemed appropriate. The District will use these resources in developing the institutional, financial and legal framework for creating an ongoing flood management division within the District. The initial funding will be provided by the participating entities for the period extending through December 31, 2020. This funding will allow for a focused effort to develop a long-term funding source and institutional framework for continuing regional flood management activities (implementation, maintenance and planning). Some of this funding will be used for implementation of specific projects Other specific tasks are outlined below.

B. It is the expressed intention of the District and County that the floodSafe Yolo 2.0 Program will inherently contain multi-benefit objectives that will include the following complimentary aspects of flood control projects and policies whenever possible.

1. Ecosystem enhancement
2. Enhance water supply
3. Aquifer recharge and support to the Region's Involvement with the Sustainable Groundwater Management Act ("SGMA")
4. Infrastructure improvements
5. Improve surface water quality and groundwater quality
6. Compatibility with Yolo County's Habitat Conservation Plan/Natural Community Conservation Plan ("HCP/NCCP")
7. Compatibility with existing and reasonably foreseeable land uses
8. Preserve community values

C. By the conclusion of the one-year term of this Agreement, the District and the County will attempt to have identified or developed a sustainable funding source to implement continuing regional flood management activities (implementation, maintenance and planning).

D. Oversight: Daily and routine work of the contract employee or consultant will be overseen by the District. The District will provide the County with regular briefings and organize planning sessions. The District will prepare and provide to the County annual end-of-year (2019 & 2020) written reports on the activities to implement this Task.

E. Public Outreach: The District will coordinate with the Water Resources Association and the IRWMP program on general public outreach and information dissemination.

II. Budget

A. Funding: County and District shall each contribute up to a maximum of $100,000 per year for one year for a combined $200,000 over the term of this Agreement as Funds for this Task. Authorized Expenses under this Task will include the following:

1. Paying a salary for a contract employee(s) and/or consultant(s) (including salary, benefits and incidental office expenses).
2. Development and/or validation of flood maps, hydrological, climatological and other foundational information.
3. Engineering and legal work to develop an appropriate overall governance structure and/or assessment district(s) with defined zones of benefit.
4. Development of potential flood management solutions for the localized floodplain areas and develop justification and boundaries for the establishment of a benefit district.
5. Implementation of actual flood management work (e.g. identified waterway maintenance schedule).
6. Land acquisitions.

RESOLUTION NO. 19.05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGNATING A TEMPORARY DELEGATION OF GENERAL MANAGER DUTIES TO INTERIM GENERAL MANAGERS

WHEREAS, Tim O'Halloran is the General Manager of the Yolo County Flood Control and Water Conservation District (District); and

WHEREAS, Tim O'Halloran has formally requested temporary medical leave starting July 31, 2019; and

WHEREAS, Max Stevenson and Kristin Sicke are the Assistant General Managers of the District;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Yolo County Flood Control and Water Conservation District that Tim O'Halloran's formal request for temporary medical leave is approved effective July 31, 2019, and while Tim O'Halloran is on temporary medical leave, the two Assistant General Managers are delegated all authority previously delegated to the General Manager, including the General Manager's appointment of Secretary. The Board of Directors direct the Assistant General Managers to cooperate and coordinate on their shared duties and authority as General Manager for the District until the General Manager returns.

PASSED AND ADOPTED by the Board of Directors of the Yolo County Flood Control and Water Conservation District on August 6, 2019 by the following vote:

AYES: DIRECTORS BARTH, KIMBALL, MAYER, ROMINGER, AND VINK
NOES: NONE
ABSENT: NONE

Signed by me after its passage this 6th day of August 2019.

Tom Barth, Chair

ATTEST:

Max Stevenson/Kristin Sicke, Secretary

AMENDMENT #3

BOARD OF SUPERVISORS
Yolo County, California

To: CAO ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 22-60 Item No. 11, of the Board of Supervisors' meeting of May 24, 2022.

MOTION: Saylor. SECOND: Provenza. AYES: Villegas, Saylor, Sandy, Provenza, Barajas.

11. Approve third amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with the Yolo County Flood Control and Water Conservation District (YCFC&WCD) to extend the term to December 31, 2022, and increase the maximum compensation by $60,000 for a new agreement maximum of $360,000. (No general fund impact) (Perez/Sabatini)

Approved **Agreement No. 22-95** on Consent.

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 11.
Board of Supervisors **County Administrator**
Meeting Date: 05/24/2022
Brief Title: Third Amendment to FloodSAFE Yolo 2.0 Agreement with YCFC&WCD
From: Jill Perez, Chief Deputy County Administrator, County Administrator's Office
Staff Contact: Elisa Sabatini, Manager of Natural Resources, County Administrator's Office, x5773

Subject
Approve third amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with the Yolo County Flood Control and Water Conservation District (YCFC&WCD) to extend the term to December 31, 2022, and increase the maximum compensation by $60,000 for a new agreement maximum of $360,000. (No general fund impact) (Perez/Sabatini)

Recommended Action
Approve third amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with the Yolo County Flood Control and Water Conservation District (YCFC&WCD) to extend the term through December 31, 2022, and increase the maximum compensation by $60,000 for a new agreement maximum of $360,000.

Strategic Plan Goal(s)
Safe Communities - Infrastructure

Sustainable Environment - Quality and Quantity of Water

Flourishing Agriculture - Ag Preservation; Flood Insurance

Robust Economy - Rural Community Support

Reason for Recommended Action/Background
Original Agreement (Agreement No. 7676-2020-FLOODSAFE2.0)
On June 4, 2019, the Board of Supervisors approved the proposed FloodSAFE Yolo 2.0 concept, a coordinated comprehensive flood management planning effort, between the County and the Yolo County Flood Control and Water Conservation District (YCFC&WCD) (Minute Order No. 19-78). Following Board direction, staff executed a Memorandum of Understanding with the Flood Control District regarding the FloodSAFE Yolo 2.0 Program (Agreement No. 7676-2020-FLOODSAFE2.0).

First Amendment (Agreement No. 20-100)
On June 23, 2020, the Board of Supervisors approved a First Amendment to the Agreement to revise the terms of payment, increase the maximum compensation, and revise the scope of services (Minute Order No. 20-75; Item No. 10).

Second Amendment (Agreement No. 21-73)

On May 4, 2021, the Board of Supervisors approved a Second Amendment to the Agreement to extend the term through June 30, 2021 (Minute Order No. 21-58; Item No. 8).

Proposed Third Amendment

At this time, Staff is recommending the Board of Supervisors approve a Third Amendment to the Agreement to extend the term through December 31, 2022, and increase the maximum compensation by $60,000. This amendment will fund the following on-going efforts:

- Drainage/flood management system maintenance and improvements;
- Updated hydraulic modeling;
- Flood risk reduction project development for State Route 16;
- Grant funding efforts for Madison and Rolling Acres/Plainfield region;
- Outreach and education to residents and landowners;
- Permitting strategies; and
- National Flood Insurance Program ("NFIP") Community Rating System Improvements.

Collaborations (including Board advisory groups and external partner agencies)

Staff has collaborated with the Yolo County Flood Control and Water Conservation District, Department of Financial Services, and Office of the County Counsel on this item.

Competitive Bid Process/Vendor Performance

Not required for inter-agency agreements.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$60,000
Amount budgeted for expenditure	$60,000
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$30,000

Source of Funds for this Expenditure	
General Fund	$60,000

Further explanation as needed

Funding for this Agreement was included in the adopted FY 2021-22 and proposed FY 2022-23 budgets as follows:

- FY 2021-22: $30,000
- FY 2022-23: $30,000

Attachments

Att. A. Third Amendment
Att. B. Original Agreement

Form Review

Inbox	Reviewed By	Date
Casey Liebler	Casey Liebler	05/09/2022 01:56 PM
Elisa Sabatini (Originator)	Elisa Sabatini	05/11/2022 10:09 AM
Jill Perez	Jill Perez	05/11/2022 12:08 PM
Chad Rinde	Chad Rinde	05/13/2022 07:16 AM
Financial Services	Tom Haynes	05/16/2022 11:26 AM
County Counsel	Hope Welton	05/16/2022 05:16 PM
Joanne Van Hoosear	Joanne Van Hoosear	05/17/2022 09:17 AM
Form Started By: Elisa Sabatini		Started On: 05/05/2022 02:33 PM

Final Approval Date: 05/17/2022

YOLO COUNTY AGREEMENT NO. 22-95

(Third Amendment to Agreement No. 7676-2020-FLOODSAFE2.0 with Yolo County Flood Control and Water Conservation District, relating to Floodsafe Yolo 2.0 Program Services, to Increase the Maximum Compensation and Extend the Term)

THIS Third Amendment is made and entered into as of this **24th** day of **May**, 2022, by and between the **County of Yolo**, a political subdivision of the State of California ("County"), and **Yolo County Flood Control and Water Conservation District** ("District"). County and District are jointly referred to as the "Parties" and agree as follows.

WHEREAS, on or about August 26, 2019, the parties entered into an agreement for District to provide Floodsafe Yolo 2.0 Program services to the County (Yolo County Agreement No. 7676-2020-FLOODSAFE2.0); and

WHEREAS, on or about June 23, 2020 the parties entered into Amendment #1 (Agreement No. 20-100) to Yolo County Agreement No. 7676-2020-FLOODSAFE2.0 to revise the terms of payment, increase the maximum compensation, and revise the scope of services; and

WHEREAS, on or about May 4, 2021 the parties entered into Amendment #2 (Agreement No. 21-73) to Yolo County Agreement No. 7676-2020-FLOODSAFE2.0 to extend the term; and

WHEREAS, the Parties wish to further amend Agreement No. 7676-2020-FLOODSAFE2.0 to increase the maximum compensation and extend its term.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph 9 of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

   9. TERM. This Agreement will terminate on **December 31, 2022**, unless otherwise extended in writing by the Parties prior to that date.

2. Paragraph I.A of Exhibit 1 of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

   I. TASK 1: FloodSafe Yolo 2.0 Program:

   A. The District will retain services of an experienced flood management professional and other support services as deemed appropriate. The District will use these resources in developing the institutional, financial and legal framework for creating an ongoing flood management division within the District. The initial funding will be provided by the participating entities for the period extending through **December 31, 2022**. This funding will allow for a focused effort to develop a long-term funding source and institutional framework for continuing regional flood management activities (implementation, maintenance, and planning). Some of this funding will be used for implementation of specific projects. Other specific tasks are outlined below.

3. Paragraph II of Exhibit A of Agreement No. 7676-2020-FLOODSAFE2.0 is hereby amended to read as follows:

   II. BUDGET

A. Initially, County and district shall each contribute up to a maximum of $100,000 per year for a combined $200,000 over the term of this Agreement as Funds for this Task. Further, County shall contribute up to a maximum of $30,000 per fiscal year for fiscal years 2021/22 and 2022/23. In addition, as full compensation for reimbursement of all expenses incurred by District in the performance of the Madison Public Works Drainage Improvement Project, the County shall also contribute Funds for this Task in an amount up to, but shall not exceed $100,000. Therefore, the total maximum Funds contributed to this Task is $360,000. Authorized Expenses under this Task shall include the following:

1. Paying a salary for a contract employee(s) and/or consultant(s) (including salary, benefits, and incidental office expenses).
2. Development and/or validation of flood maps, hydrological, climatological, and other foundational information.
3. Engineering and legal work to develop and appropriate overall governance structure and/or assessment district(s) within defined zones of benefit.
4. Development of potential flood management solutions for the localized floodplain areas and develop justification and boundaries for the establishment of a benefit district.
5. Implementation of actual flood management work (e.g. identified waterway maintenance schedule).
6. Land acquisitions.

4. Except as specifically amended hereinabove, Agreement No. 7676-2020-FLOODSAFE2.0 shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the day and year first written above.

DISTRICT:

By: _____
Kristin Sicke, General Manager

COUNTY:

By: _____
Angel Barajas, Chair
Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk of the Board

By: _____
Deputy (Seal)

Approved As To Form
Philip J. Pogledich, County Counsel

By: _____
Kimberly Hood, Asst. County Counsel

Yolo County Agreement No. _____

MEMORANDUM OF UNDERSTANDING
FLOODSAFE YOLO 2.0 PROGRAM

This Agreement is entered into by and between the County of Yolo ("County") and Yolo County Flood Control and Water Conservation District ("District") and will take effect as of the last date on which each Party has executed this Agreement. Defined terms are set forth in Section 2 of this Agreement.

RECITALS

A. The Parties recognize that flood protection is important to the health, safety, and economic vitality of the Western Yolo County Region.

B. The Parties recognize the need for floodSAFE Yolo 2.0 to address flood protection issues in the rural areas of Western Yolo County that are not currently addressed by other flood control programs.

C. The Parties recognize that a regional approach to a flood protection solution is critical to success.

D. The Parties believe that a regional flood control entity, separate from the County, may best advance flood control planning/activities for the region in conjunction with efforts by responsible State agencies.

E. The Parties believe that while flood control is generally a State responsibility, local funding for flood control is critical to sustaining a focused, ongoing effort to improve regional flood protection, recognizing that successful projects can take decades to plan and implement.

F. The Parties have collaborated on regional water planning activities (such as formation of the Water Resources Association and development of a Storm Water Management Plan and an Integrated Regional Water Management Plan). The Parties each desire to collaborate regarding the investigation of flood control planning activities that would be in their mutual interest.

G. The Parties desire to provide in this Agreement authorization and cost-sharing for the District to develop the institutional, financial and legal framework for creating an ongoing flood management division within the District, to lead to a regional flood protection solution that provides appropriate levels of protection to urban and rural areas.

AGREEMENT

The Parties agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are hereby incorporated by reference.

2. **Definitions.** When used in this Agreement, the following terms will have the meanings set forth below:
    a. "Agreement" means this Agreement.
    b. "Authorized Expenses" means those expenses incurred by the District in utilizing employees, contracting with consultants and incurring other costs to implement a Task consistent with the approved Budget for the Task.
    c. "Budget" means the budget approved for a Task, which will include Authorized Expenses and the apportionment among the Parties of the responsibility for payment thereof.

d. "CEQA" means the California Environmental Quality Act.
e. "Funds" means payments from the Parties to implement a Task consistent with the Budget.
f. "Parties" means the parties to this Agreement.
g. "Party" means one of the Parties.
h. "Party Representative" means the person identified in Section 3, below, who will be authorized to take actions under this Agreement on behalf of the - Party, until such time as the chief executive officer (or equivalent) notifies the District and the other Parties of a change in its Party Representative.
i. "Task" means a scope of work that the Parties have authorized the District to carry out in the manner provided for in this Agreement.

3. **Purpose of this Agreement.** The Parties intend that the District will have the latitude, authority, and responsibility to undertake those acts the District deems necessary, consistent with Exhibit 1, to establish ongoing flood management that will be successful, in collaboration with the County, in providing appropriate levels of flood protection for rural and urban areas. Consistent with this intention, this Agreement authorizes the District to implement the Task(s) described in Exhibit 1, which is incorporated herein by this reference. The scope of work and budget for the Task are set forth in Exhibit 1 to this Agreement. The Parties may amend the Task or authorize the District to carry out an additional task(s) in the manner provided for in this Agreement

   In carrying out its duties under this Agreement, the District will comply with the applicable legal requirements (including but not limited to bidding requirements and contracting procedures). The District will serve as lead agency under CEQA with respect to any activities to implement a Task that are subject to CEQA. The District will have the authority to take all actions the District reasonably determines are appropriate to implement a Task and pay Authorized Expenses that are consistent with the approved Budget.

4. **Actions of the Representatives of the Parties.** Each Party Representative will have authority to take action under this Agreement on behalf of the Party that he or she represents. The Party Representatives may take action under this Agreement at a meeting, during a telephone conference call, through electronic correspondence or other means approved by the Party Representatives, so long as each Party Representative was provided reasonable notice of the proposed action and a reasonable opportunity to participate in the consideration of the action item. The Party Representatives are as follows:

   County: County Administrator, or designee
   District: General Manager, or designee

5. **Actions Requiring Approval by All Parties.** Notwithstanding any contrary provision in this Agreement, the following actions will not be effective unless approved in writing by all of the Parties that would be affected by the action:
   a. Amendment of this Agreement, including but not limited to extensions of its Term.
   b. Addition of Parties. The terms and conditions applicable to a new party will be set forth in an amendment to this Agreement. The Parties may provide that a new party will be

liable only for obligations that existed from or after the effective date of the action approving the new party.

c. Approval or amendment of a Task.
d. Adoption or amendment of a Budget.
e. Termination of this Agreement or withdrawal of a Party.

6. **Termination.**
   a. This Agreement may be terminated by either Party, at any time, with or without cause, upon 30 days' written notice from one to the other.
   b. Either Party may terminate this Agreement for cause immediately upon determining that the other Party has materially failed to perform any of the covenants contained in this Agreement in the time and/or manner specified. Notice of termination for cause shall be deemed effective upon delivery, including delivery via facsimile or e-mail, unless otherwise specified therein. If notice of termination for cause is given by a Party and it is later determined that the receiving Party was not in default or the default was excusable, then the notice of termination shall be deemed to have been given without cause pursuant to paragraph (a) above.
   c. Following termination under paragraph (a) or (b) above, the terminating Party will be responsible for its share of financial obligations consistent with Exhibit 1 and incurred under this Agreement or earmarked for expenditures in connection with costs or debts prior to the effective date of termination, unless otherwise agreed by the Parties.

7. **Funds.** The County will make payments to the District within ninety days of invoicing by the District, consistent with the approved Budget. The District will be authorized to use the Funds collected for a Task to pay Authorized Expenses for the Task. The District will provide an accounting to the County of all Funds received and expended under this Agreement, in accordance with the provisions of Government Code section 6505 and other applicable provisions of law. Upon expiration or earlier termination of this Agreement, all unexpended funds of the County will be returned to the County.

8. **Privileges and Immunities.** All of the privileges and immunities from liability, exemptions from laws, ordinances and rules, all pension, relief, disability, worker's compensation and other benefits that apply to the activity of officers, agents or employees of any of the Parties when performing their respective functions will apply to them to the same degree and extent while engaged in the performance of any of the functions and other duties under this Agreement. None of the officers, agents or employees of a Party will be deemed to be officers, agents or employees of any other Party. Nothing in this Agreement will be construed to create a partnership, joint venture, co- ownership, or agency relationship between the Parties.

9. **Term.** This Agreement will terminate on December 31, 2020, unless otherwise extended in writing by the Parties prior to that date.

10. **Notices.** The time for providing any notices specified in this Agreement may be extended within the term of this Agreement with the consent of all Parties, confirmed in writing, without

requiring an amendment to this Agreement. All notices and other communications required under this Agreement will be in writing, and will be deemed to have been duly given upon the date of service, if: (a) served personally on the Party to whom notice is to be given; (b) sent by electronic mail, and the Party to whom notice is to be given confirms receipt; or (c) on the third day after mailing, if mailed to the Party to whom notice is to be given by first-class mail, postage prepaid, and properly addressed to the designated representatives of the Party.

11. **Signatories' Authority.** The signatories to this Agreement represent that they have authority to execute this Agreement and to bind the Party on whose behalf they execute this Agreement.

12. **Counterparts of this Agreement.** This Agreement may be signed in any number of counterparts by the Parties, each of which will be deemed to be an original, and all of which together will be deemed to be one and the same instrument. This Agreement, if executed in counterparts, will be valid and binding on a Party as if fully executed all in one copy.

13. **Reasonable Cooperation.** The Parties will reasonably cooperate with each other, including the execution of all necessary documents required to perform the obligations under this Agreement, and to carry out the purpose and intent of this Agreement.

14. **Construction and Interpretation.** This Agreement is entered into freely and voluntarily. This Agreement has been arrived at through negotiation, and each Party has had a full and fair opportunity to revise the terms of this Agreement. Consequently, the normal rule of construction that any ambiguities are to be resolved against the drafting party will not apply in construing or interpreting this Agreement.

15. **Complete Agreement.** This Agreement constitutes the sole, final, complete, exclusive and integrated expression and statement of the terms of this Agreement among the Parties concerning the subject matter, and supersedes all prior negotiations, representations or agreement, either oral or written, that may be related to the subject matter of this Agreement.

16. **Waiver.** The waiver at any time by a Party of its rights with respect to a default or other matter arising in connection with this Agreement will not be deemed a waiver with respect to any other default or matter.

17. **Remedies Not Exclusive.** The remedies provided in this Agreement are cumulative and not exclusive, and are in addition to any other remedies that may be provided by law or equity. The exercise by a Party of any remedy under this Agreement will be without prejudice to the enforcement of any other remedy.

18. **Binding on Successors.** The rights and obligations under this Agreement will be binding on the successors of the Parties. These rights may not be assigned without the written consent of the other Parties.

19. **Mutual Indemnification.** Each Party will indemnify, defend, protect and hold harmless the other Party, its respective officers, employees and agents from and against any and all liability, losses, claims, damages, expenses, demands and costs (including, but not limited to, attorney, expert witness and consultant fees, and litigation costs) of every nature arising out of the respective Party's performance of its obligations under this Agreement and caused in whole or part by any negligent act or omission, willful misconduct or violation of law of or by the respective Party or its employees, agents or contractors. Any persons hired by the District pursuant to this Agreement will be considered to be solely District employees for all purposes. The Parties' respective obligations under this indemnification provision will survive the termination of this Agreement.

The foregoing is hereby agreed to by the Parties.

County:

Patrick Blacklock
Yolo County Chief Administrative Officer

Dated: 8-26-19

Attest:
Clerk of the Board

By:_____
Deputy

Approved as to Form
Philip Pogledich, Yolo County Counsel

By:_____
Carrie Scarlata, Assistant County Counsel

The District:

for Tim O'Halloran, General Manager
Yolo County Flood Control and
Water Conservation District

Dated: 8/16/19

EXHIBIT 1

Scope of Work and Budget
floodSafe Yolo 2.0

I. TASK 1: floodSafe Yolo 2.0 Program:

A. The District will retain services of an experienced flood management professional and other support services as deemed appropriate. The District will use these resources in developing the institutional, financial and legal framework for creating an ongoing flood management division within the District. The initial funding will be provided by the participating entities for the period extending through December 31, 2020. This funding will allow for a focused effort to develop a long-term funding source and institutional framework for continuing regional flood management activities (implementation, maintenance and planning). Some of this funding will be used for implementation of specific projects Other specific tasks are outlined below.

B. It is the expressed intention of the District and County that the floodSafe Yolo 2.0 Program will inherently contain multi-benefit objectives that will include the following complimentary aspects of flood control projects and policies whenever possible.

1. Ecosystem enhancement
2. Enhance water supply
3. Aquifer recharge and support to the Region's Involvement with the Sustainable Groundwater Management Act ("SGMA")
4. Infrastructure improvements
5. Improve surface water quality and groundwater quality
6. Compatibility with Yolo County's Habitat Conservation Plan/Natural Community Conservation Plan ("HCP/NCCP")
7. Compatibility with existing and reasonably foreseeable land uses
8. Preserve community values

C. By the conclusion of the one-year term of this Agreement, the District and the County will attempt to have identified or developed a sustainable funding source to implement continuing regional flood management activities (implementation, maintenance and planning).

D. Oversight: Daily and routine work of the contract employee or consultant will be overseen by the District. The District will provide the County with regular briefings and organize planning sessions. The District will prepare and provide to the County annual end-of-year (2019 & 2020) written reports on the activities to implement this Task.

E. Public Outreach: The District will coordinate with the Water Resources Association and the IRWMP program on general public outreach and information dissemination.

II. Budget

A. Funding: County and District shall each contribute up to a maximum of $100,000 per year for one year for a combined $200,000 over the term of this Agreement as Funds for this Task. Authorized Expenses under this Task will include the following:

1. Paying a salary for a contract employee(s) and/or consultant(s) (including salary, benefits and incidental office expenses).
2. Development and/or validation of flood maps, hydrological, climatological and other foundational information.
3. Engineering and legal work to develop an appropriate overall governance structure and/or assessment district(s) with defined zones of benefit.
4. Development of potential flood management solutions for the localized floodplain areas and develop justification and boundaries for the establishment of a benefit district.
5. Implementation of actual flood management work (e.g. identified waterway maintenance schedule).
6. Land acquisitions.

RESOLUTION NO. 19.05

A RESOLUTION OF THE BOARD OF DIRECTORS OF THE YOLO COUNTY FLOOD CONTROL AND WATER CONSERVATION DISTRICT DESIGNATING A TEMPORARY DELEGATION OF GENERAL MANAGER DUTIES TO INTERIM GENERAL MANAGERS

WHEREAS, Tim O'Halloran is the General Manager of the Yolo County Flood Control and Water Conservation District (District); and

WHEREAS, Tim O'Halloran has formally requested temporary medical leave starting July 31, 2019; and

WHEREAS, Max Stevenson and Kristin Sicke are the Assistant General Managers of the District;

NOW, THEREFORE, BE IT RESOLVED, by the Board of Directors of the Yolo County Flood Control and Water Conservation District that Tim O'Halloran's formal request for temporary medical leave is approved effective July 31, 2019, and while Tim O'Halloran is on temporary medical leave, the two Assistant General Managers are delegated all authority previously delegated to the General Manager, including the General Manager's appointment of Secretary. The Board of Directors direct the Assistant General Managers to cooperate and coordinate on their shared duties and authority as General Manager for the District until the General Manager returns.

PASSED AND ADOPTED by the Board of Directors of the Yolo County Flood Control and Water Conservation District on August 6, 2019 by the following vote:

AYES: DIRECTORS BARTH, KIMBALL, MAYER, ROMINGER, AND VINK
NOES: NONE
ABSENT: NONE

Signed by me after its passage this 6th day of August 2019.

Tom Barth, Chair

ATTEST:

Max Stevenson/Kristin Sicke, Secretary

RESOLUTION NO. _____

(Resolution Increasing the Fiscal Year 2022-23 Department of Community Services, Public Works Budget by $500,000)

WHEREAS, during January and February 2019, the western side of Yolo County experienced significant localized flooding; and

WHEREAS, the FloodSAFE Yolo 2.0 Program ("Program") was approved by the Board of Supervisors on June 4th, 2019; and

WHEREAS, the Program was implemented to develop a comprehensive flood risk reduction and flood management strategy for the western valley floor of Yolo County; and

WHEREAS, the flooding situation is a recurring issue taking place almost annually when average or above-average precipitation occurs; and

WHEREAS, currently there is no formal comprehensive flood prevention and management strategy for the western side of Yolo County; and

WHEREAS, as a result of no formal strategy, various agencies and landowners attempt to individually maintain drainages; and

WHEREAS, part of the Program includes the State Route 16 Flood Mitigation Analysis to undertake a feasibility analysis of additional improvements, such as rerouting peak storm events into retention/detention areas, to reduce flood risk to the towns of Esparto and Madison, and reduce flood waters that affect Highway 16 ("project"), which is funded by a CalOES/FEMA grant (HMGP #4407-432-9R); and

WHEREAS, CalOES staff encouraged the County to undertake additional work on the project and expend the full grant amount; and

WHEREAS, the additional allocation of $500,000 will allow the proposed project to be taken from the feasibility analysis stage through 35% design and engineering, including additional hydraulic analysis, geotechnical investigations, identification of potential environmental impacts, and robust public outreach; and

WHEREAS, said funds were not included in the Department of Community Services budget for Fiscal Year 2022-23; and

WHEREAS, additional funds are available through use of the Highway 16 Flood Control/Madison Flood Mitigation Fund Balance ($298,066) and the remaining balance from the CalOES/FEMA grant ($201,934); and

WHEREAS, Section 29125 of the Government Code provides for the appropriations of these funds by a four-fifths vote of the Board of Supervisors.

NOW, THEREFORE, BE IT ORDERED AND FOUND as follows:

1. The foregoing recitals are true and correct.

2. The Chief Financial Officer is authorized and directed to amend the budget for Fiscal Year 2022-23 as follows:

0301-20-3011 Public Works	
Current Appropriations	**$43,091,188**
Increase: Services and Supplies	$500,000
Total Amended Appropriations	**$43,591,188**
Current Estimated Revenue & Fund Balance	**$43,091,188**
Increase: Other Financing Sources	$500,000
Total Amended Revenue & Fund Balance	**$43,591,188**
0303-20-3011 Highway 16 Flood Control	
Current Appropriations	**$300,000**
Increase: Other Financing Uses	$500,000
Total Amended Appropriations	**$800,000**
Current Estimated Revenue & Fund Balance	**$300,000**
Increase: Use of Fund Balance	$298,066
Increase: Intergovernmental Revenue	$201,934
Total Amended Revenue & Fund Balance	**$800,000**

PASSED AND ADOPTED by the Yolo County Board of Supervisors this 6th day of June, 2023, by the following vote:

AYES:
NOES:
ABSTENTIONS:
ABSENT

_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk

By_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By _____
Kimberly E. Hood, Assist. County Counsel

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Community Services 15.
Board of Supervisors **Public Works**

Meeting Date:	06/06/2023
Brief Title:	Accept 2022 Pavement Preservation Project
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Mark Christison, Senior Civil Engineer, Department of Community Services, x8842
Supervisorial District Impact:	District 5

Subject

Accept as complete the construction work on the 2022 Pavement Preservation Project performed under Agreement 5555-2022-3011-VSS INTERNATIONAL by VSS International, Inc. (No general fund impact) (Lindbo/Christison)

Recommended Action

A. Accept as complete the construction work on the 2022 Pavement Preservation Project performed under Agreement 5555-2022-3011-VSS INTERNATIONAL by VSS International, Inc.; and

B. Authorize the Director of Public Works to sign and record the Notice of Completion of the 2022 Pavement Preservation Project.

Strategic Plan Goal(s)

Safe Communities

Reason for Recommended Action/Background

VSS International, Inc. substantially completed construction of this project on March 17, 2023, in accordance with the contract plans and specifications. The Board of Supervisors' acceptance of the work, and authorization for the Director of Public Works to record the Notice of Completion, will allow the project to be closed out.

Background

The County Roads (CR) where pavement was improved by this project are located throughout the County as shown on the location map (see Attachment A) and listed below:

- All public roads in the Town of Yolo
- CR 99W from CR 1 to CR 18
- CR 8 from CR 90B to CR 99W
- CR 18 from I-5 to Railroad Tracks
- CR 19A from CR 99 to Railroad Tracks
- CR 1 from I-5 to CR 84
- CR 84 from CR 1 to CR 2
- CR 89W from CR 6 to 2,850ft south of CR 6
- CR 89 from CR 89 to 4,750ft south of CR 89
- CR 7A from CR89 to 1,300ft east of CR89
- CR 89A from CR 7A to 1,300ft south of CR 7A
- CR 8 from CR 89 to 1,400ft east of CR89
- CR 90 from CR 8 to 3,700ft south of CR 8

The treatment included digging out and replacing failed areas, applying micro-surfacing, followed by installation of an asphalt rubber chip seal. An application of slurry seal above the asphalt rubber chip seal was used in portions of the Town of Yolo and on CR 19A. This work was followed by shoulder work to conform to existing grades and

driveways.

The asphalt rubber chip seal portion of the treatment was partially funded through a $250,000 grant from CalRecycle. County staff applied for the Rubberized Pavement Grant Program in order to compete for these funds and use a proven, sustainable pavement treatment for over eighteen miles of pavement maintenance. We estimate some 9,000 ground-up, used rubber tires were used to create this pavement seal and were diverted from landfills.

The project was completed without any claims, and within the authorized budget, including change orders.

Collaborations (including Board advisory groups and external partner agencies)

CalRecycle administers the grant program for funds contributed toward the asphalt rubber chip seal portion of the work.
Encroachment permits were secured by the contractor from Caltrans and the California Northern Railroad (Genesee & Wyoming Inc.).

Competitive Bid Process/Vendor Performance

The competitive bid process was completed in accordance with State law. The project was advertised on April 18, 2022, and bids were opened and read publicly at the Department of Community Services on May 12, 2022. Six bids were received at the bid opening on May 12, 2022, ranging from $5,194,120.00 to $6,601,577.60.

Bids Received

Bidder	Bid
VSS International, Inc.	$5,194,120.00
Pavement Coatings Co.	$5,292,530.00
American Pavement Systems Inc.	$5,311,268.64
All American Construction, Inc.	$5,913,664.97
Northwest Paving, Inc.	$6,049,407.00
B & M Builders, Inc.	$6,601,577.60

Vendor Performance
VSS International, Inc. was the lowest bidder and following receipt of the contractor's bond and insurance certificates, the contract was executed on June 3, 2022. The Department confirms VSS International, Inc. performed satisfactorily on the contract.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$5,632,056
Amount budgeted for expenditure	$7,000,000
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
Road Fund	$5,632,056

Further explanation as needed
Sufficient funds were budgeted in the FY 22/23 Road Fund budget to complete the construction. CalRecycle grant funds have been allocated up to $250,000 toward reimbursement of the asphalt rubber chip seal portion of the work. Senate Bill 1 (SB 1), the Road Improvement and Accountability Act of 2017, provided the balance of the funds for construction.

Attachments

Att. A. Location Map
Att. B. Notice of Completion
Att. C. Project Photos

Form Review

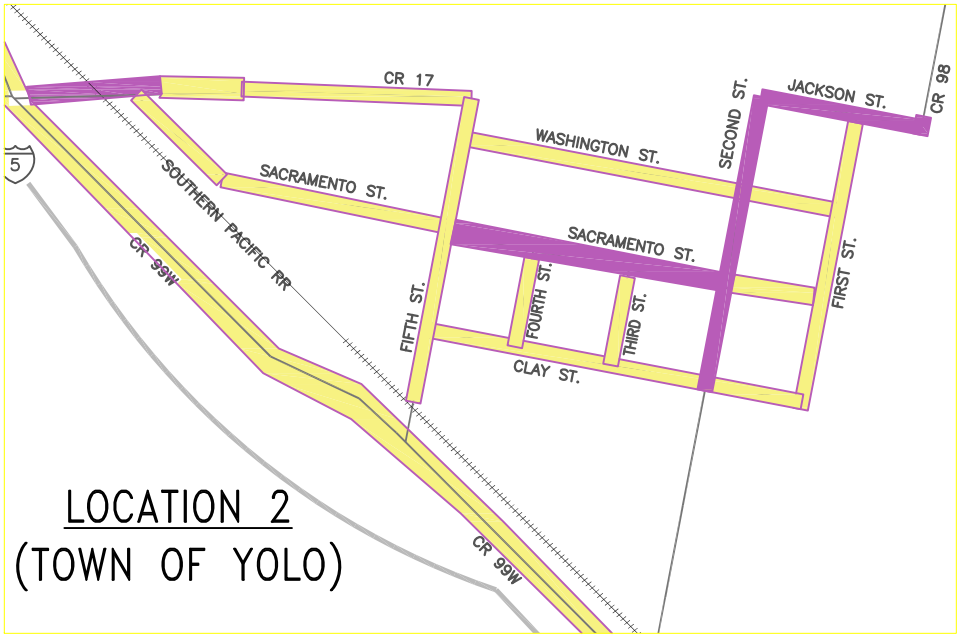
Inbox	Reviewed By	Date

Todd Riddiough	Todd Riddiough	05/22/2023 04:49 PM
Vin Cay	Vin Cay	05/22/2023 05:31 PM
Leslie Lindbo	Leslie Lindbo	05/22/2023 08:25 PM
Financial Services	KauXue Thao	05/23/2023 08:01 AM
County Counsel	Hope Welton	05/23/2023 03:33 PM
John Rowe	John Rowe	05/25/2023 09:49 AM

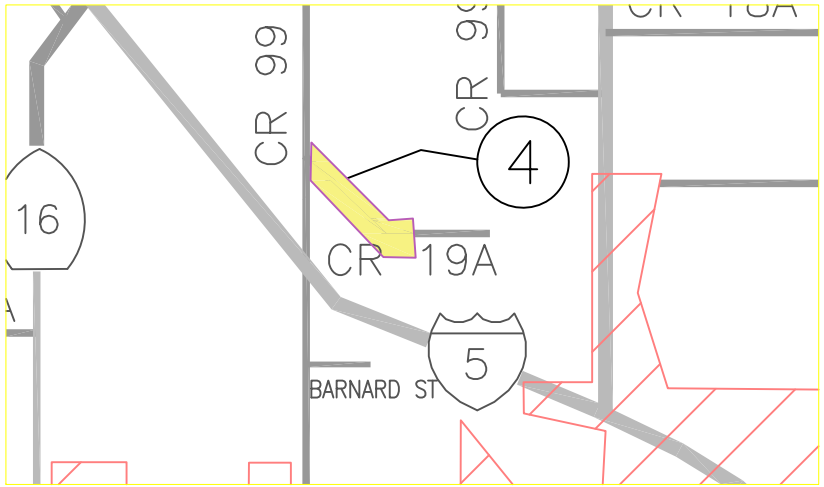
Form Started By: Mark Christison Started On: 05/22/2023 03:59 PM

Final Approval Date: 05/25/2023

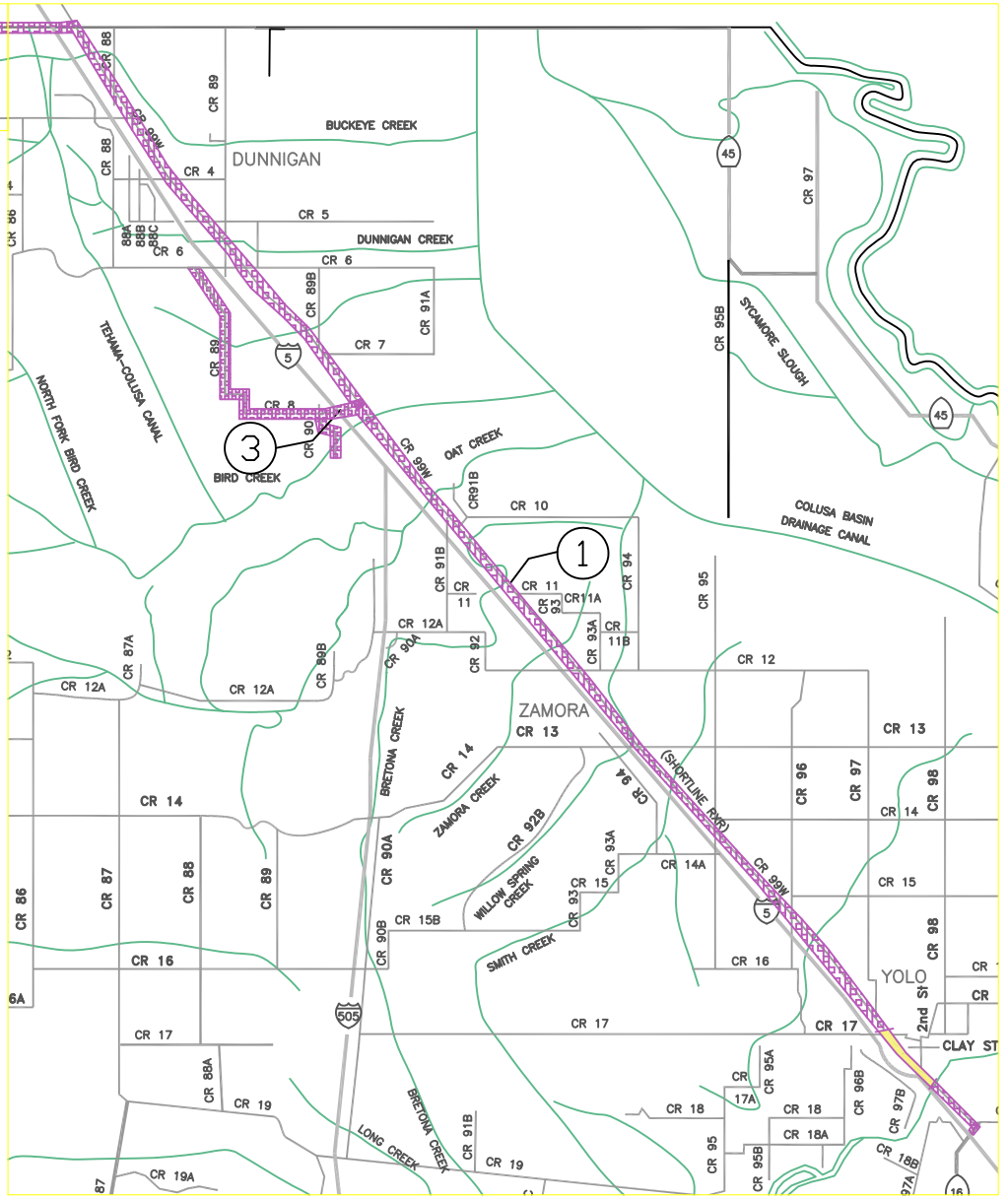
ATTACHMENT A
LOCATION MAP
2022 PAVEMENT PRESERVATION
AT VARIOUS LOCATIONS – WO #4618



LOCATION 2
(TOWN OF YOLO)



LOCATION 4 – CR 19A



LOCATION 1 – CR 99W & LOCATION 3 – CR 8

TRIPLE SEAL

MICROSURFACING + ASPHALT RUBBER CHIP

HMA TREATMENT

WHEN RECORDED MAIL TO

DEPARTMENT OF COMMUNITY SERVICES
PUBLIC WORKS DIVISION
292 West Beamer Street
Woodland, CA 95695-2598

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Notice of Completion

Notice is hereby given that, the undersigned, County of Yolo, a political Subdivision of the State of California, the Owner of the property, situated in the County of Yolo, State of California, and described as follows, to-wit:

2022 PAVEMENT PRESERVATION PROJECT
As described in plans dated April 18, 2022 and titled
2022 PAVEMENT PRESERVATION PROJECT, WO#4618
Town of Yolo, CR 99W from CR 1 to CR 18, CR 8 from CR 90B to CR 99W, CR 18 from I-5 to Railroad Tracks, and CR 19A from CR 99 to Railroad Tracks.

That the County of Yolo, as Owner of the interest in the property as described below, did, on June 3, 2022, enter into a contract with

VSS INTERNATIONAL, INC.

for the work of improvement above described.

That on the 17th day of March 2023, the said contract or work of improvement, as a whole, was actually completed by VSS International, Inc. and accepted by the Yolo County Board of Supervisors on the 6TH day of June, 2023.

That the name and address of the Owner is as follows:

County of Yolo
292 West Beamer Street
Woodland, California 95695

And the Owner's interest in said property is an easement.

County of Yolo, Owner

STATE OF CALIFORNIA)
)
County of Yolo)

_____
By: Vin Cay *(Signature)*
Director of Public Works

"I declare under penalty of perjury that the foregoing is true and correct."

Woodland, California
(Date and Place)

_____
(Signature)

ATTACHMENT C



Yolo, Pavement Rehab – Photo 1



CR 99W Pavement Rehab – Photo 2



CR 99W Pavement Rehab – Photo 3



CR 8 Pavement Rehab– Photo 4



CR 99W Pavement Rehab – Photo 5



CR 99W AT CR 8 Intersection pavement repair– Photo 6

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government **16.**
Board of Supervisors **Clerk of the Board**
Meeting Date: 06/06/2023
Brief Title: Minutes
From: Julie Dachtler, Senior Deputy Clerk of the Board, County Administrator's Office
Staff Contact: Julie Dachtler, Senior Deputy Clerk of the Board, County Administrator's Office, x8195

Subject
Approve the minutes of the May 23, 2023 Board of Supervisors meeting.

Recommended Action
Approve the minutes of the May 23, 2023 Board of Supervisors meeting.

Attachments
Att. A. May 23, 2023 Minutes

Form Review
Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

YOLO COUNTY BOARD OF SUPERVISORS
&
YOLO COUNTY FINANCING CORPORATION

MINUTES & SUPPORTING MATERIALS

Pursuant to County Code Section 2-1.103

MAY 23, 2023

COUNTY BOARD OF SUPERVISORS
CHAIR, OSCAR VILLEGAS, DISTRICT 1
VICE-CHAIR, LUCAS FRERICHS, DISTRICT 2
GARY SANDY, DISTRICT 3
JIM PROVENZA, DISTRICT 4
ANGEL BARAJAS, DISTRICT 5

BOARD OF SUPERVISORS CHAMBERS
625 COURT STREET, ROOM 206
WOODLAND, CA 95695

GERARDO PINEDO
COUNTY ADMINISTRATOR

PHILIP J. POGLEDICH
COUNTY COUNSEL

Roll Call:
Frerichs
Sandy
Provenza
Barajas
Villegas

Gerardo Pinedo, County Administrator
Philip J. Pogledich, County Counsel

9:00 A.M. CALL TO ORDER

Open Meeting

1. Call to Order.

2. Pledge of Allegiance.

3. Roll Call.

4. Consider Approval of Agenda.

> Minute Order No. 23-42: Approved agenda as submitted.
>
> MOVED BY: Sandy / SECONDED BY: Frerichs
> AYES: Frerichs, Sandy, Provenza, Barajas, Villegas.
> NOES: None.
> ABSTAIN: None.
> ABSENT: None.

5. **Public Comment:** To be afforded a brief period of time to speak before the Board of Supervisors, please refer to further instructions at the end of the agenda on how to electronically participate and submit your public comments. Note: per the Ralph M. Brown Act, Board members may briefly respond to statements made or questions posed during the public comment period on items that are not on the agenda, but may not take action on such items. You may also share your thoughts with the Board of Supervisors by submitting a written statement via email to clerkoftheboard@yolocounty.org.

> Albert Weiss addressed the Board of Supervisors during public comment.

CONSENT AGENDA

Minute Order No. 23-43: Approved Consent Agenda Item Nos. 6-27, with the removal of Agenda Item No. 7. Additionally, it was announced the appointment of the at-large Planning Commission will be removed from Item 12, and the Board will deliberate the process for filling the existing Commission vacancy at the next meeting on June 6, 2023.

MOVED BY: Frerichs / SECONDED BY: Barajas
AYES: Frerichs, Sandy, Provenza, Barajas, Villegas.
NOES: None.
ABSTAIN: None.
ABSENT: None.

Community Services

Integrated Waste Management

6. Approve amendment to the FY2022-23 authorized Equipment List to allow the Department of Community Services, Integrated Waste Management Division to purchase a replacement forklift, to avoid additional costly repairs. (No general fund impact) (Lindbo/Milliren)

Approved recommended action on Consent.

Natural Resources

7. Adopt Amended Resolution of Application Initiating Proceedings with the Yolo Local Agency Formation Commission (LAFCo) for a Change of Organization to Dissolve the Elkhorn Fire Protection District and Concurrent Annexation of Territory within the District's Boundaries into County Service Area No. 9. (No general fund impact) (Lindbo/Sabatini)

Agenda Item No. 7 was removed from the Agenda and will be addressed at the next meeting on June 6, 2023.

Public Works

8. Approve reimbursement of $182,805 to the Road Fund for 22/23 Quarter 3 activities for efforts to assemble construction ready documents, pursue grant application opportunities, and implement construction of road projects; and adopt a budget resolution increasing appropriations and estimated revenues for the Road Fund by $182,805. (General fund impact $182,805) (4/5 vote required) (Lindbo/Riddiough)

Approved **Budget Resolution No. 22-121.24** on Consent.

9. Adopt a Notice of Exemption finding that the 2023 Road Rehabilitation Project is exempt from the California Environmental Quality Act (CEQA) and authorize filing of a Notice of Exemption pursuant to Public Resources Code 21152(b); adopt the plans and specifications for the 2023 Road Rehabilitation Project and approve the Project; Authorize the Director, Public Works Division to sign the Notice to Bidders; Authorize the Department of Community Services to advertise for competitive bids; authorize the Director, Public Works Division, to execute a construction contract with the lowest responsive bidder provided the contract amount does not exceed available funds, or to reject all bids; and authorize the Director, Public Works Division, to approve all construction change orders, provided the contract amount does not exceed available funds for the Project. (No general fund impact) (Lindbo/Aleaf)

Approved recommended action on Consent.

General Government

Clerk of the Board

10. Approve the minutes of the May 9, 2023 Board of Supervisors meeting.

Approved the minutes of the May 9, 2023 Board of Supervisors meeting on Consent.

11. Ratify the following:

    A. Resolution No. 23-67 declaring the First Friday in June as National Gun Violence Awareness Day.

    B. Resolution No. 23-76 declaring National Public Works Week May 21-27, 2023.

    C. Resolution No. 23-77 proclaiming May 2023 as Maternal Mental Health Month.

    D. Resolution No. 23-78 recognizing the 25th Anniversary of the Local Child Care Planning Council.

    E. Resolution No. 23-79 proclaiming May 29, 2023 as Memorial Day in Yolo County.

    F. Resolution No. 23-80 declaring the First Saturday in May as National Explosive Ordnance Disposal Day.

Ratified **Resolution Nos. 23-67 and 23-76 thru 23-80** on Consent.

12. Accept resignations, consider appointments and reappointments.

Approved recommended action on Consent, with the removal of the At-Large Planning Commission Appointment.

13. Correspondence.

Approved Correspondence on Consent.

14. Conferences, meetings and events the Board of Supervisors attended.

Approved recommended action on Consent.

County Administrator

15. Approve two agreements with Yolo Crisis Nursery to support construction of a new facility, including an agreement to pass through the 22-2023 state budget appropriation per AB 179 ($1,000,000) and an agreement to provide County cannabis tax revenue ($200,000); and adopt a budget resolution appropriating State AB179 funds. (No general fund impact) (4/5 vote required) (Pinedo/Tengolics)

Approved **Agreement Nos. 23-95 and 23-96, and Budget Resolution No. 22-121.26** on Consent.

Financial Services

16. Adopt resolution authorizing the substitution of collateral relating to the 2012 Certificates of Participation; and authorize County officers to execute and deliver documents and related actions to complete the substitution of property for the 2012 Certificates of Participation. (No general fund impact) (Rinde)

Approved **Resolution No. 23-82 and Agreement Nos. 23-97 and 23-99** on Consent.

General Services

17. Approve and authorize the Procurement Manager to execute Contract Change Order #1 to PO4172 with Core Electrical Services, Inc. for $10,305.15 to complete the installation of an EV Charging Station at the Davis Library Building at 315 14th Street in Davis resulting in an increased total contract amount of $68,497.15. (No general fund impact) (Pistochini)

Approved recommended action on Consent.

18. Grant preliminary approval of Engineer's Report, adopt resolution declaring intent to continue assessments for 2023-24, and order a public hearing for June 27, 2022 to consider the continuance of levying assessments for the Esparto Park Maintenance and Operations Assessment District for 2023-24 as required by State law. (No general fund impact) (Pistochini)

Approved **Resolution No. 23-83** on Consent.

Human Resources

19. Adopt Authorized Position and Salary Resolution to implement changes in the District Attorney's Office and Health & Human Services Agency. (No general fund impact) (Lara)

Approved **Resolution No. 23-84** on Consent.

Health & Human Services

Adult & Aging

20. Approve second amendment to Agreement No. 20-179 with Yolo Community Care Continuum (YCCC) to add funding in the amount of $105,000 for 2022-23, for a new contract maximum of $2,505,000, for the period of July 1, 2020 through June 30, 2023, and to update and clarify language in the agreement for the provision of crisis residential services. (No general fund impact) (Sullivan)

    Approved **Agreement No. 23-100** on Consent.

21. Approve fourth amendment to the Agreement No. 17-263 with CommuniCare Health Centers to extend the term of the agreement through December 31, 2023 and add funding in the amount of $239,325 for fiscal year 2023-24, for a new contract maximum of $1,983,204.06 for the period of October 1, 2017 through December 31, 2023, and update and clarify language in the Agreement, for the provisions of integrated behavioral health services for Latino individuals and families. (No general fund impact) (Sullivan)

    Approved **Agreement No. 23-102** on Consent.

22. Approve and authorize the Chair to sign Agreement No. 23-HHAP-10073 with the Business, Consumer Services and Housing Agency (BCSH) to receive Homeless Housing Assistance and Prevention (HHAP) Round 4 funding allocation in the amount of $930,377.72 for the period starting with the date of execution of agreement through December 31, 2027. (No general fund impact) (Sullivan)

    Approved **Agreement No. 23-101** on Consent.

Child, Youth & Family

23. Approve first amendment to Agreement No. 21-216 with Yolo County Children's Alliance to add funding in the amount of $15,000 for 2022-23 for a new contract maximum of $105,000 for the period of July 1, 2021 through June 30, 2023 for the provision of Child Abuse Prevention Program; and updated and clarifies language in the Agreement. (No general fund impact) (Sullivan)

    Approved **Agreement No. 23-103** on Consent.

Law & Justice Services

Sheriff-Coroner/Public Administrator

24. Approve revenue contract with Inmate Calling Solutions for the provision of Inmate Communication Services to individuals incarcerated at the Yolo County Detention Center and equipment for a five-year term with the option to renew for an additional two one-year terms. (No general fund impact) (Lopez/Davis)

    Approved **Agreement No. 23-104** on Consent.

25. Adopt budget resolution using Animal Services 2022/23 budgeted funds in the amount of $16,991 for the purchase of two (2) dual-band vehicle radios to fully equip Animal Services trucks. (No general fund impact) (4/5 vote required) (Lopez/Davis)

Approved **Budget Resolution No. 22-121.27** on Consent.

26. Adopt budget resolution using 2022/23 budgeted funds in the amount of $45,000 for the purchase of a replacement marble monument at the Woodland City Cemetery and approve the amendment to the 2022/23 Authorized Equipment List. (No general fund impact) (4/5 vote required) (Lopez/Davis)

Approved **Budget Resolution No. 22-121.28** on Consent.

County Affiliated Agencies

Yolo County Financing Corporation

27. Adopt a resolution of the Yolo County Financing Corporation authorizing the substitution of collateral relating to the 2012 Certificates of Participation; and authorize Corporation officers to execute and deliver documents and related actions to complete the substitution of property for the 2012 Certificates of Participation. (No general fund impact) (Rinde)

Approved **Yolo County Financing Corporation Resolution No. 23-01 and Agreement Nos. 23-01 thru 23-03** on Consent.

INTRODUCTIONS & HONORARY RESOLUTIONS

Introductions & Honorary Resolutions

28. Introductions.

    A. Tom Lopez, Sheriff-Coroner/Public Administrator.

Sheriff Lopez received recognition for his 35 years of service with the County.

29. Acknowledge Honorary Resolutions.

    A. Resolution declaring the First Friday in June as National Gun Violence Awareness Day. (Supervisors Frerichs and Barajas)

    B. Resolution declaring National Public Works Week May 21-27, 2023. (Supervisor Barajas)

    C. Resolution proclaiming May 2023 as Maternal Mental Health Month. (Supervisor Frerichs)

    D. Resolution recognizing the 25th Anniversary of the Local Child Care Planning Council. (Supervisor Sandy)

Resolutions were presented.

TIME SET AGENDA

9:00 a.m. Health & Human Services

30. Receive informational update regarding the Yolo County Health and Human Services Agency's development and implementation of the Crisis Now continuum. (No general fund impact) (Sullivan) (Est. Time: 20 minutes)

Christy Correa and Brian Sala addressed the Board of Supervisors on this item.

Received informational update regarding the Yolo County Health and Human Services Agency's development and implementation of the Crisis Now continuum.

REGULAR AGENDA
(NOTE: Items below may be heard at any time during the meeting)

Community Services

Sustainability

31. Update on the American Rescue Plan (ARP) Strategic Plan Implementation area of Climate Action; consider approval of $130,000 in Climate Action ARP Funding for Yolo County Agricultural Equipment Replacement Program Implementation. (No general fund impact) (Lindbo/Wraithwall) (Est. Time: 7 min)

Andrew Truman Kim addressed the Board of Supervisors on this item. Additionally, comments from the League of Women Voters of Woodland were placed into the record.

Minute Order No. 23-44: Approved recommended action.

MOVED BY: Provenza / SECONDED BY: Barajas
AYES: Frerichs, Sandy, Provenza, Barajas, Villegas.
NOES: None.
ABSTAIN: None.
ABSENT: None.

General Government

Financial Services

32. Approve amended Policy on Grant Administration. (No general fund impact) (Rinde) (Est. Time: 3 min)

Agenda Item No. 32 was removed from Agenda and will be addressed at the next meeting on June 6, 2023.

33. Adopt resolution setting the fiscal year 2023-24 Cannabis Tax rate at four percent (4%) of gross receipts on commercial cannabis cultivation and five percent (5%) on all other cannabis businesses; or alternatively, adopt resolution setting the fiscal year 2023-24 Cannabis Tax rate at two percent (2%) of gross receipts on commercial cannabis cultivation and five percent (5%) on all other cannabis businesses. (No general fund impact) (Rinde/Haynes) (Est. Time: 5 min)

Minute Order No. 23-45: Approved recommended action by **Resolution No. 23-85** setting the fiscal year 2023-24 Cannabis Tax rate at four percent (4%) of gross receipts on commercial cannabis cultivation and five percent (5%) on all other cannabis businesses.

MOVED BY: Provenza / SECONDED BY: Barajas
AYES: Frerichs, Sandy, Provenza, Barajas, Villegas.
NOES: None.
ABSTAIN: None.
ABSENT: None.

REGULAR AGENDA - INFORMATIONAL ITEMS
(NOTE: Items below may be heard at any time during the meeting)

County Affiliated Agencies

First 5 Yolo

34. Receive annual update from First 5 Yolo. (No general fund impact) (Daleiden) (Est. Time: 15 min)

Received annual update from First 5 Yolo.

Yolo County Commission on Aging and Adult Services

35. Receive progress report on two of the updated recommendations from the Yolo County Commission on Aging and Adult Services related to the Emergency Preparedness and Evacuation of Older Adults and Persons with Access and Functional Needs. (No general fund impact) (Elaine Roberts Musser) (Est. Time: 5 minutes)

Received progress report on two of the updated recommendations from the Yolo County Commission on Aging and Adult Services related to the Emergency Preparedness and Evacuation of Older Adults and Persons with Access and Functional Needs.

Community Services

Community Development

36. Receive six-month update on the implementation of the revised and updated Solar Energy Systems Ordinance, accept public comments, and advise staff as to any further direction. (No general fund impact) (Lindbo/Cormier) (Est. Time: 10 min)

Comments from Christine Shewmaker were placed into the record.

Received six-month update on the implementation of the revised and updated Solar Energy Systems Ordinance, accepted public comments, and advised staff as to any further direction.

Natural Resources

37. Receive presentation on the Yolo County Agricultural Conservation Priority Plan in support of the Yolo County Strategic Plan 2020-2025, Flourishing Agriculture Goal. (No general fund impact) (Lindbo/Tschudin) (Est. Time: 5 min.)

Agenda Item No. 37 was removed from Agenda and will be addressed at a future meeting.

General Government

Board of Supervisors

38. Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

    A. Budget Ad Hoc Subcommittee update.(Supervisors Villegas and Frerichs)

    B. Cannabis Regulation Ad Hoc Subcommittee update. (Supervisors Provenza and Barajas)

    C. Local Innovation Subaccount Ad Hoc Subcommittee update. (Supervisors Sandy and Provenza)

    D. Rolling Hills Acres Flooding Ad Hoc Board Subcommittee update. (Supervisors Frerichs and Barajas)

    E. South Davis Library Ad Hoc Subcommittee update. (Supervisors Frerichs and Provenza)

Received Board reports.

39. Long Range Planning Calendar - recurring opportunity for Board members to discuss and as needed, direct staff regarding future Board agenda items. (Board of Supervisors)

County Administrator

40. Action items and reports from the County Administrator. (Pinedo)

Received County Administrator's report.

CLOSED SESSION

Closed Session

41. Conference with Legal Counsel -- Anticipated Litigation
    Pursuant to Government Code Section 54956.9(d)(4)
    Initiation of litigation: 1 case(s)

42. Public Employment, Employee Appointment or Evaluation
    Pursuant to Government Code Section 54957
    Position title: County Administrative Officer
    (This closed session is limited to determining the process for completing the annual evaluation of the County Administrative Officer.)

43. Public Employment, Employee Appointment or Evaluation
    Pursuant to Government Code Section 54957
    Position title: Chief Financial Officer

44. Conference with Labor Negotiator; Gerardo Pinedo, County Administrator; Alberto Lara, Human Resources Director; Alexander Tengolics, Chief Negotiator
    Pursuant to Government Code Section 54957.6
    Bargaining Units: S, U

    Bargaining Units
    G General
    U Supervisors
    M Management
    A Attorneys
    A2 Supervising Attorneys
    O Correctional Officer
    S Deputy Sheriff
    P Sheriff Management
    PR Probation
    C Confidential
    H Department Heads
    H2 Assistant Department Heads
    E Elected
    X Miscellaneous

45. Public Report of action taken in Closed Session.

ADJOURNMENT

Next meeting scheduled for: June 6, 2023

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 17.
Board of Supervisors **Clerk of the Board**
Meeting Date: 06/06/2023
Brief Title: Ratify Resolutions
From: Julie Dachtler, Senior Deputy Clerk of the Board, County Administrator's Office
Staff Contact: Julie Dachtler, Senior Deputy Clerk of the Board, County Administrator's Office, x8195

Subject
Ratify the following:

A. Resolution No. 23-86 recognizing June as Lesbian, Gay, Bisexual, Transgender & Queer (LGBTQ+) Pride Month in Yolo County.

B. Resolution No. 23-87 proclaiming June 19, 2023, as Juneteenth in Yolo County.

Recommended Action
Ratify resolutions.

Attachments

Att. A. LGBTQ+ Pride Month Resolution
Att. B. Juneteenth Resolution

Form Review

Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

Yolo County
Board of Supervisors

Resolution No. 23-86

Recognizing June as Lesbian, Gay, Bisexual, Transgender & Queer (LGBTQ+) Pride Month in Yolo County

WHEREAS, California state law addresses discrimination, harassment, intimidation, and bullying towards LGBTQ+ individuals, there have been inequities experienced by the LGBTQ+ community, including poverty, homelessness, mental health issues and substance abuse concerns; and

WHEREAS, while there has been remarkable progress towards acceptance and equality in recent years, the rights of LGBTQ+ Americans remain under attack with anti-LGBQT+ legislation passed in states across the country, particularly targeting trans children and their parents.

WHEREAS, there is a need to focus on localized efforts that support the LGBTQ+ community with resources that focus on positive behavioral interactions and support among our service delivery systems, schools, families and business community; and

WHEREAS, it is incumbent upon everyone to provide a safe space for LGBTQ+ individuals to coexist within our society free from harassment and bullying; and

WHEREAS, Pride month offers the community an opportunity to join in the national reflection of the strides and work still left to do to bring true equality to the LGBTQ+ community and recommit to celebrating and embracing the work of individuals and organizations who have continuously fought to create equality for all.

NOW, THEREFORE, BE IT RESOLVED that the Yolo County Board of Supervisors proclaims June as Pride month in the County of Yolo and affirm our support for our LGBTQ+ residents and stand with them to protect their civil rights and ability to live openly without fear and protect their human rights.

PASSED AND ADOPTED this 6th day of June, 2023 by the following vote:

AYES: Barajas, Frerichs, Provenza, Villegas.
NOES: None
ABSTAIN: None
ABSENT: Sandy

_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Yolo County
Board of Supervisors

Resolution No. 23-87

Proclaiming June 19th, 2023, as Juneteenth in Yolo County

WHEREAS, Juneteenth commemorates the day that enslaved African Americans in Galveston, Texas were informed of their emancipation by the Union Army, over two years after President Abraham Lincoln issued the Emancipation Proclamation; and

WHEREAS, slavery was formally abolished in the United States by the ratification of the 13th Amendment on December 6, 1865; and

WHEREAS, on June 19, 1866, formerly enslaved African Americans in Texas celebrated the first "Jubilee Day", the holiday we now know as Juneteenth; and

WHEREAS, June 19th, 2023, will mark the 158th Anniversary of that historic day and 3 years since President Biden signed a bill to officially designate Juneteenth as a federal holiday and a national day of observance; and

WHEREAS, Juneteenth has been celebrated in Yolo County for over 20 years, and was first celebrated by Yolo County Library and the Culture C.O.-O.P. in 2011; and, with the help of the Friends of the Davis Public Library, the City of Davis, and UC Davis, has been celebrated annually (except in 2020) since 2017; and

WHEREAS, in 2019, the Yolo County Board of Supervisors worked with county staff to create the Yolo County Inclusion and Diversity Taskforce, a multi-agency taskforce designed to make concrete changes to address systemic racism within the county's many agencies and take a more equitable approach to providing services; and

WHEREAS, under the guidance of the County's Umoja Committee, "Together we Heal" has been made the theme for 2023, which recognizes the importance the community makes in overcoming the systemic injustices that the African Americans continue to endure; and

WHEREAS, the Board of Supervisors has committed to hire a Diversity, Equity, and Inclusion Officer for the County of Yolo to advance the goals of creating a more inclusive and equitable county government; and

WHEREAS, while Juneteenth celebrates the liberation of African Americans, no true celebration of Juneteenth can be achieved without addressing modern-day inequities; and

WHEREAS, the Yolo County Board of Supervisors will continue to work alongside the Inclusion and Diversity Taskforce to address systemic inequalities in the policies of Yolo County; and with the efforts of the County's Umoja, a cultural competency affinity group of Black/African American leaders, the County is providing various support programs focused on helping Black communities navigate past systemic barriers that infringe upon their freedoms and opportunities that would improve their quality of life.

NOW, THEREFORE, BE IT RESOLVED that the Yolo County Board of Supervisors does hereby proclaim June 19th, 2023, as Juneteenth in Yolo County and reaffirms the County of Yolo's commitment to racial justice.

PASSED AND ADOPTED this 6th day of June 2023 by the following vote:

AYES: Frerichs, Provenza, Barajas, Villegas.
ABSENT: Sandy.

_____

Oscar E. Villegas, Chair
First District Supervisor

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government **18.**

Board of Supervisors **Clerk of the Board**

Meeting Date: 06/06/2023
Brief Title: Committee Memo
From: Julie Dachtler, Senior Deputy Clerk of the Board, County Administrator's Office
Staff Contact: Julie Dachtler, Senior Deputy Clerk of the Board, County Administrator's Office, x8195

Subject
Accept resignations, consider appointments and reappointments.

Recommended Action
A. Thank and acknowledge the following:

1. Celeste Armstrong from the Emergency Medical Care Committee. (change in reps)

B. Accept the following resignation:

1. Dr. Bruce Eldridge from the Sacramento-Yolo Mosquito Vector Control District.

C. Approve the following appointment:

1. Dale H. Steakley as the alternate representative to the Emergency Medical Care Committee representing Woodland Healthcare (Category A) for a term ending January 31, 2024.

Attachments
Att. A. Committee Memos

Form Review
Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

COUNTY OF YOLO

Board of Supervisors

District 1, **Oscar Villegas**
District 2, **Don Saylor**
District 3, **Matt Rexroad**
District 4, **Jim Provenza**
District 5, **Duane Chamberlain**

625 Court Street, Room 204 ▪ Woodland, CA 95695
(530) 666-8195 ▪ FAX (530) 666-8193
www.yolocounty.org

County Administrator, **Patrick S. Blacklock**
Deputy Clerk of the Board, **Julie Dachtler**

Please email or fax completed form to clerkoftheboard@yolocounty.org or 530-666-8193

The Woodland Memorial Hospital - Dignity (Agency name) designates same no change - Sherri Olswang (Primary's name)

as the primary representative and Dale H. Steakley (Alternate's name) as the alternate representative to the EMCC.

Contact Information:

Primary's Email: same no change Phone Number: same no change

Alternate's Email: dale.steakley@commonspirit.org Phone Number: 530-669-5373

The above individual(s) will represent the following:
(Please check)

Category A - Base Hospitals:

- ☐ Sutter Davis
- ☑ Woodland Healthcare
- ☐ UC Davis Medical Center

Category B - Incorporated city & Unincorporated area:

- ☐ City of Davis
- ☐ City of West Sacramento
- ☐ City of Winters
- ☐ City of Woodland
- ☐ Unincorporated

- ☐ **Category C – ER Physician**
- ☐ **Category D – Police Agencies**
- ☐ **Category E – Yolo County Fire Chiefs Association**
- ☐ **Category F – UC Davis Campus**
- ☐ **Category G – Yocha Dehe Wintun Nation (Rumsey Rancheria)**

From: Gary Goodman
To: Julie Dachtler
Cc: Rebecca Lane
Subject: Sacramento Yolo MVCD Board Opening
Date: Tuesday, May 23, 2023 3:17:36 PM

Julie,

The Yolo County Representative on our Board, Dr. Bruce Eldridge, has resigned his position due to health issues. We will need to open the position for a new appointee at your earliest convenience. Please let us know if there is anything you need from us through this process. Thank you and take care.

Gary

[THIS EMAIL ORIGINATED FROM OUTSIDE YOLO COUNTY. PLEASE USE CAUTION AND VALIDATE THE AUTHENTICITY OF THE EMAIL PRIOR TO CLICKING ANY LINKS OR PROVIDING ANY INFORMATION. IF YOU ARE UNSURE, PLEASE CONTACT THE HELPDESK (x5000) FOR ASSISTANCE]

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 19.
Board of Supervisors **Clerk of the Board**
Meeting Date: 06/06/2023
Brief Title: Correspondence
From: Julie Dachtler, Senior Deputy Clerk of the Board, County Admnistrator's Office
Staff Contact: Lupita Ramirez, Deputy Clerk of the Board, County Administrator's Office, x8195

Subject
Correspondence.

Recommended Action
Correspondence to the Board (Board may take action on any of the following)

1. Letter from Fiona Ma CPA Treasurer State of California regarding CalKIDS. (CAO)
2. Letter from the League of Women Voters of Woodland regarding Agenda Item 31, ARP Strategic Plan Implementation area of Climate Action. (CAO, Comm. Svcs.)
3. Letter from Christine Shewmaker regarding Agenda Item No. 36, Solar Energy Systems Update. (CAO, Comm. Svcs.)
4. Sacramento Yolo Mosquito Vector Control District Board Opening for a Yolo Representative. (CAO)

Newsletters

1. The CSAC Bulletin, May 18, 25, 2023.
2. NACo County News Now, May 18, 25, 2023.
3. Featured resources and info from NACo, May 22, 2023.
4. Greener Davis Special Edition - Residential Property Manager Information (May 2023).

Notices

1. SacYolo Mosquito Control - News Release - Protect Yourself from Mosquitoes This Memorial Day Weekend.
2. DWR Flood Management Planning - 2022 CVFPP Update Flood Management Funding Essentials Publication Released.
3. California Fish and Game Commission - Notice of Proposed Emergency Regulations - Chinook Salmon Sport Fishing Closures.

Agendas

1. Yolo County Youth Commission, May 20, 2023.
2. Cache Creek TAC Meeting, May 22, 2023.
3. Local Mental Health Board, May 22, 2023.
4. Cannabis Tax Oversight Committee Agenda, May 24, 2023
5. New Hope CDC, May 24, 2023.
6. Yolo County Housing, May 24, 2023.
7. Child Abuse Prevention Council (CAPC), May 25, 2023.
8. Committee on Capital Investments, May 30, 2023.
9. Winters 2x2, May 30, 2023
10. CA County Assessors' Information Technology Authority Board, June 1, 2023.
11. Public Risk, Innovation, Solutions and Management (PRISM) - Executive Committee, June 1, 2023.
12. Public Risk, Innovation, Solutions and Management (PRISM) - Board of Directors, June 2, 2023.
13. Yolo County Child Care Planning Council, June 6, 2023.
14. Fish and Game Commission meeting, June 14-15, 2023.

Minutes

1. Yolo County Youth Commission, February 11, 2023.
2. Commission on Aging & Adult Services, April 20, 2023
3. EMCC, May 4, 2023.

Attachments

No file(s) attached.

Form Review

Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 20.
Board of Supervisors **Clerk of the Board**
Meeting Date: 06/06/2023
Brief Title: AB 1234
From: Julie Dachtler, Senior Deputy Clerk of the Board, County Administrator's Office
Staff Contact: Julie Dachtler, Senior Deputy Clerk of the Board, County Administrator's Office, x8195

Subject
Conferences, meetings and events the Board of Supervisors attended.

Recommended Action
Where reimbursement is otherwise authorized by statute, members of a legislative body may be reimbursed for actual and necessary expenses incurred in the performance of official duties, provided that (1) the local agency has adopted a written reimbursement policy specifying the types of expenses that may be incurred, (2) expense reports and receipts are submitted, and (3) the members give a brief report on meetings attended at public expense at the next regular meeting of the local agency. (Gov. Code, §§ 53232 et seq.)

The following lists meetings attended by members of the Board of Supervisors since the posting of the last Board of Supervisors meeting agenda:

District 1, Oscar Villegas
None attended.

District 2, Lucas Frerichs
None attended.

District 3, Gary Sandy
None attended.

District 4, Jim Provenza
None attended.

District 5, Angel Barajas
None attended.

Attachments
No file(s) attached.

Form Review
Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government **21.**

Board of Supervisors **County Administrator**

Meeting Date: 06/06/2023

Brief Title: Memorandum of Understanding for Administrative Services with Yolo Habitat Conservancy

From: Gerardo Pinedo, County Administrator

Staff Contact: Alexander Tengolics, Manager of Governmental Relations, County Administrator's Office, x8068

Supervisorial District Impact: Countywide

Subject

Approve amendment to the Memorandum of Understanding with the Yolo Habitat Conservancy for the provision of administrative services. (General fund impact: estimated revenue of $235,000 in fiscal year 2023-24) (Pinedo/Tengolics)

Recommended Action

Approve amendment to the Memorandum of Understanding with the Yolo Habitat Conservancy for the provision of administrative services.

Strategic Plan Goal(s)

Sustainable Environment

Reason for Recommended Action/Background

The Yolo Habitat Conservancy (Conservancy) is a joint powers agency comprised of the County of Yolo and the cities of Davis, West Sacramento, Winters, and Woodland. In FY20-21, the Conservancy and the County entered into a Memorandum of Understanding (MOU) for the County to provide administrative services to the Conservancy, which continued through FY22-23.

Staff recommends the Board extend the term of the MOU with the County for administrative services through June 30, 2024, and amend to allow Department of Community Services staff (in addition to CAO staff) to provide such services. Pursuant to Section 5 of the Memorandum of Understanding, the County's lead assigned staff conferred with the Chair of the Conservancy's Board of Directors about this proposed amendment. In FY23-24, it is estimated that the Conservancy would reimburse the County $235,000 for services, including administration, legal, fiscal, accounting, and IT. This amendment was approved by the Conservancy Board of Directors on May 15, 2023.

Collaborations (including Board advisory groups and external partner agencies)

Yolo Habitat Conservancy

Competitive Bid Process/Vendor Performance

N/A

Attachments

Att. A. MOU Amendment

Form Review

Inbox	Reviewed By	Date
Mark Bryan	Mark Bryan	05/16/2023 03:17 PM
Gerardo Pinedo	Gerardo Pinedo	05/16/2023 05:31 PM
Financial Services	Laura Liddicoet	05/25/2023 02:56 PM
County Counsel	Hope Welton	05/25/2023 03:29 PM

John Rowe	John Rowe	05/25/2023 04:34 PM
Form Started By: Charlie Tschudin		Started On: 05/11/2023 03:17 PM
Final Approval Date: 05/25/2023		

AGREEMENT NO. -_____

Third Amendment to Memorandum of Understanding Between the County of Yolo and the Yolo Habitat Conservancy Regarding Administrative Services

THIS THIRD AMENDMENT to the June 2, 2020 Agreement with Count of Yolo ("County") is entered into as of the ___th day of ___ 2023 by and between the Yolo Habitat Conservancy ("the Conservancy"), and County of Yolo ("Consultant"), who agree as follows:

AMENDMENT

1. Section 1 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

> For FY ~~22/23~~ 23/24 the CAO and/or the Department of Community Services will provide 0.25 FTE within a management classification and ~~0.6~~ 0.5 FTE within an analyst or similar classification to complete these tasks in addition to existing consultant support within the FY ~~22/23~~ 23/24 HCP budget.

The anticipated cost of these services in FY 23/24 is:

> 0.25 FTE Management Classification- $83,000
>
> 0.5 FTE Analyst Classification- $88,000
>
> Legal: $20,000
>
> Overhead (HR, IT, etc., but excluding legal): $14,000
>
> Department of Financial Services- $30,000

2. Section 4 of the Agreement is hereby amended to read as follows (deletions in strikethrough; new language is underlined):

> A. Term. This MOU has an initial term of one year, commencing on ~~July 1, 2022~~ July 1, 2023 and extending through ~~June 30, 2023~~ June 30, 2024. By mutual agreement, the parties may agree to extend this MOU for one or more subsequent years. Any such extended term shall be memorialized in a written amendment to this MOU pursuant to Section 5, below.
>
> B. Termination. Either party may terminate this MOU, with or without cause, by giving thirty days' prior written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have entered this Third Amendment by affixing their signatures hereafter.

YOLO HABITAT CONSERVANCY

By_____
Gary Sandy, Chair
Yolo Habitat Conservancy Board of Directors

Approved as to Form:

By_____
Philip J. Pogledich, County Counsel
Counsel to the Yolo Habitat Conservancy

COUNTY OF YOLO

By_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Deputy Clerk
Board of Supervisors

By_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By_____
Eric May, Senior Deputy

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 22.
Board of Supervisors **County Administrator**

Meeting Date:	06/06/2023
Brief Title:	Authorized Agent for Emergency Management Performance Grants and Homeland Security Grants
From:	Gerardo Pinedo, County Administrator, County Administrators Office
Staff Contact:	Kristin Weivoda, Chief of Emergency Services, County Administrators Office, x4933
Supervisorial District Impact:	Counytwide

Subject

Adopt resolutions designating the County Administrator or designee as the authorized agent to apply for and administer the Federal Emergency Management Performance Grant (EMPG-S and EMPG) funding and Homeland Security Grant Program (HSGP) funding as managed through the California Governor's Office of Emergency Services for federal fiscal years 2023, 2024 and 2025. (No general fund impact) (Pinedo/Weivoda)

Recommended Action

A. Adopt resolution designating the County Administrator or designee as the authorized agent to apply for and administer the Federal Emergency Management Performance Grant COVID-19 Supplemental (EMPG-S) funding for FY 2020, and the Federal Emergency Management Performance Grant (EMPG) funding for FY 2023, FY 2024, FY 2025 as managed through the California Governor's Office of Emergency Services;

B. Adopt resolution designating the County Administrator or designee as the authorized agent to apply for and administer the federal Homeland Security Grant Program (HSGP) funding for FY 2023, FY 2024, and FY 2025 as managed through the California Governor's Office of Emergency Services; and

C. Authorize signatory authority to County Administrator or designee for the grant application, claims, progress reporting, and grant fund disbursement.

Strategic Plan Goal(s)

Thriving Residents

Safe Communities

Sustainable Environment

Robust Economy

Reason for Recommended Action/Background

The California Governor's Office of Emergency Services (Cal OES) sub-grants federal funding for the Emergency Services Performance Grant and the Homeland Security Grant Program to local jurisdictions throughout the state. For each year's grant application process, Cal OES requires that the local governing board of each subgrantee jurisdiction designate an authorized agent to execute the necessary documents to obtain and administer the available federal funding. This designation will allow the Yolo Operational Area to continue to receive available

funding during the federal fiscal years 2023, 2024, and 2025 and to apply for future funds as they become available.

Collaborations (including Board advisory groups and external partner agencies)
The forms have been reviewed by County Counsel.

Competitive Bid Process/Vendor Performance
Not applicable to this item.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$0

Source of Funds for this Expenditure	
General Fund	$0

Further explanation as needed
No fiscal impact.

Attachments

Att. A. EMPG Authorized Agent Resolution
Att. B. HSGP Authorized Agent Resolution

Form Review

Inbox	Reviewed By	Date
Mark Bryan	Mark Bryan	05/12/2023 10:56 AM
Gerardo Pinedo		05/12/2023 03:27 PM
Financial Services	Kristin Weivoda	05/12/2023 05:27 PM
Mark Bryan	Mark Bryan	05/15/2023 09:28 AM
Gerardo Pinedo	Gerardo Pinedo	05/15/2023 10:05 AM
Financial Services	Laura Liddicoet	05/15/2023 10:17 AM
County Counsel	Phil Pogledich	05/16/2023 05:04 PM
John Rowe	John Rowe	05/17/2023 09:55 AM
Form Started By: Kristin Weivoda		Started On: 05/08/2023 03:36 PM
Final Approval Date: 05/17/2023		

RESOLUTION NO. _____

Resolution Designating the Authorized Agent for Emergency Management Grant

WHEREAS, Yolo County is at risk from an assortment of natural, technological, and human conflict-related hazards; and

WHEREAS, such hazards necessitate planning and response actions for the economic stability, environmental quality, and well-being of Yolo County; and

WHEREAS, planning and response efforts require a funding mechanism;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo as follows:

The County Administrator, or Designee, is hereby authorized to execute for and on behalf of the County of Yolo, a public entity established under the laws of the State of California, any actions necessary for obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for EMPG-ARPA (FY 2023, FY 2024, FY 2025). This includes but is not limited to, Emergency Management Performance Grant, as managed through the California Governor's Office of Emergency Services (Cal OES).

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this ___ day of _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:

_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors

By_____

Approved as to Form:

_____
Philip J. Pogledich, County Counsel

RESOLUTION NO. _____

Resolution Designating the Authorized Agent for Homeland Security Grants (HSGP)

WHEREAS, Yolo County is at risk from an assortment of natural, technological, and human conflict-related hazards; and

WHEREAS, such hazards necessitate planning and response actions for the economic stability, environmental quality, and well-being of Yolo County; and

WHEREAS, planning and response efforts require a funding mechanism;

NOW, THEREFORE, BE IT RESOLVED by the Board of Supervisors of the County of Yolo as follows:

The County Administrator, or Designee, is hereby authorized to execute for and on behalf of the County of Yolo, a public entity established under the laws of the State of California, any actions necessary for obtaining federal financial assistance provided by the Federal Department of Homeland Security and sub-granted through the State of California for HSGP (FY 2023, FY 2024, FY2025). This includes, but is not limited to, Homeland Security Grant Program funding, managed through the California Governor's Office of Emergency Services (Cal OES).

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this ___ day of _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:

_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors

Approved as to Form:

By_____

_____
Philip J. Pogledich, County Counsel

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 23.
Board of Supervisors **County Administrator**

Meeting Date:	06/06/2023
Brief Title:	Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan
From:	Gerardo Pinedo, County Administrator, County Administrators Office
Staff Contact:	Kristin Weivoda, Chief of Emergency Services, County Administrators Office, x4933
Supervisorial District Impact:	Countywide

Subject
Adopt resolution approving the Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan update 2023. (No general fund impact) (Pinedo/Weivoda)

Recommended Action
Adopt resolution approving the Yolo County Operational Area Multi-Jurisdictional Hazard Mitigation Plan update.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Sustainable Environment

Flourishing Agriculture

Robust Economy

Reason for Recommended Action/Background
The Yolo County Operational Area Joint-Hazard Mitigation Plan of 2023 is a comprehensive planning effort that identifies the hazards that Yolo County and each of its jurisdictions are at risk from and which leads to the development of projects and actions to mitigate that risk. The plan is a living document that must be officially updated every five years for the County and each of its jurisdictions to be eligible for hazard mitigation assistance grant funding from the Federal Emergency Management Agency (FEMA). Each jurisdiction that is seeking FEMA approval must adopt the mitigation plan. Adoption by the local governing body is an essential part of the planning process, as outlined in the regulations and requirements for mitigation planning. This is the final step that each jurisdiction must take to complete the mitigation planning process and receive plan approval. Adopting the plan before submission to FEMA allows for FEMA approval after their review and will expedite the plan approval process if it meets all FEMA requirements.

The plan's first draft was completed by the County and approved by FEMA in 2013 and again in 2018. As part of the official 2023 update process that began in early 2019, the County held numerous meetings with internal stakeholders and the public to gather information and input for the plan.

The 2023 update per the County of Yolo adopting resolutions, the County of Yolo adopts the Yolo County

Operational Area Joint-Hazard Mitigation Plan pending FEMA's approval. While content related to the County of Yolo may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the County of Yolo to re-adopt any further iterations of the plan. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

The County will continue to update the plan as part of its annual maintenance cycle. The official 2023 plan update process will commence in early July 2024.

Collaborations (including Board advisory groups and external partner agencies)

- County of Yolo
- City of Davis
- City of Woodland
- City of West Sac
- City of Winters
- Yocha Dehe Wintun Nation
- UC Davis
- Reclamation District 108/Sacramento River West Side Levee District/Knights Landing Ridge drainage district
- Yolo County Flood Control and Water Conservation District
- Dunnigan Water District
- Colusa Basin Drainage District
- Reclamation District 900
- Yolo County Housing Authority

Competitive Bid Process/Vendor Performance
Not applicable to this item.

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$0
Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. Resolution

Form Review

Inbox	Reviewed By	Date
Mark Bryan	Mark Bryan	05/17/2023 12:04 PM
Gerardo Pinedo	Gerardo Pinedo	05/17/2023 12:33 PM
Financial Services	Laura Liddicoet	05/25/2023 03:10 PM
County Counsel	Hope Welton	05/25/2023 03:30 PM
John Rowe	John Rowe	05/25/2023 04:26 PM
Form Started By: Kristin Weivoda		Started On: 05/17/2023 09:52 AM
Final Approval Date: 05/25/2023		

RESOLUTION NO. _____

A Resolution of the County of Yolo Adopting the 2023 Yolo Operational Area Multi-Jurisdictional Hazard Mitigation Plan

WHEREAS the County of Yolo ("County") recognizes the threat that natural hazards pose to people and property within the operational area; and

WHEREAS the County has prepared a multi-hazard mitigation plan, hereby known as the 2023 Yolo Operational Area Multi-Jurisdictional Hazard Mitigation Plan, in accordance with federal laws, including the Robert T. Stafford Disaster Relief and Emergency Assistance Act, as amended; the National Flood Insurance Act of 1968, as amended; and the National Dam Safety Program Act, as amended; and

WHEREAS the 2023 Yolo Operational Area Multi-Jurisdictional Hazard Mitigation Plan identifies mitigation goals and actions to reduce or eliminate long-term risk to people and property in the County from the impacts of future hazards and disasters; and

WHEREAS adoption by the County demonstrates its commitment to hazard mitigation and achieving the goals outlined in the 2023 Yolo Operational Area Multi-Jurisdictional Hazard Mitigation Plan;

NOW, THEREFORE, BE IT RESOLVED by the Yolo County Board of Supervisors that:

In accordance with the local rule for adopting resolutions, the County has adopted the 2023 Yolo Operational Area Multi-Jurisdictional Hazard Mitigation Plan. While content related to the County may require revisions to meet the plan approval requirements, changes occurring after adoption will not require the County to re-adopt any further plan iterations. Subsequent plan updates following the approval period for this plan will require separate adoption resolutions.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this ___ day of _____, by the following vote:

AYES:
NOES:
ABSENT:
ABSTENTION:

_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By_____
Deputy (Seal)

Approved as to Form:

By:_____
Philip J. Pogledich, County Counsel

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 24.

Board of Supervisors **County Administrator**

Meeting Date:	06/06/2023
Brief Title:	Work authorization with Yolo County Resource Conservation District
From:	Gerardo Pinedo, County Administrator
Staff Contact:	Kristin Weivoda, Chief of Emergency Services, County Administrator's Office, x4933
Supervisorial District Impact:	Countywide

Subject

Approve and authorize the County Administrator to sign a work authorization with Yolo County Resource Conservation District for an amount not to exceed $1,007,079 to assist with implementing county conservation projects and plans. (No general fund impact) (Pinedo/Weivoda)

Recommended Action

Approve and authorize the County Administrator to sign a work authorization with Yolo County Resource Conservation District (RCD) for an amount not to exceed $1,007,079 to assist with implementing county conservation projects and plans.

Strategic Plan Goal(s)

Safe Communities

Reason for Recommended Action/Background

On February 24, 2009, the county entered into a Memorandum of Understanding (MOU) with the Yolo County Resource Conservation District (RCD) to assist with implementing county conservation projects and plans due to the Resource Conservation District's unique expertise, capabilities, and equipment. Since the approval of the original MOU, the county has recognized a need for additional services and further collaboration with the RCD due to the increased prevalence of wildland fires in the county, including the County Fire in 2018 that burned over 90,000 acres in Napa and Yolo, the Sand Fire in 2019 that burned over 2,500 acres in Yolo and the LNU Complex Fire in 2020 that burned an area of nearly 400,000 acres in Lake, Napa, Sonoma, Solano, and Yolo.

The original MOU had no cap, which was approved before receiving the additional CFSC and CALFIRE grant dollars. The grants are budgeted, and the contract increase covers the grant amounts. The total amount we need to increase the RCD's contract (PO# 4549) is $1,007,079. This amount will cover the lifetime of the grants. See the lines below.

CALFIRE CWPP
RCD Total Grant: $280,405
Contract Increase Amount: $116,417

State Budget Reflect to Detect
RCD Total Grant: $54,901
Contract Increase Amount: $44,901

CFSC Fire Coordinator
RCD Total Grant Amount: $120,000
Contract Increase Amount: $49,004

CALFIRE PBA
RCD Total Grant Amount: $551,773

Contract Increase Amount: $461,773

Approve and authorize the County Administrator to sign a work authorization with Yolo County Resource Conservation District (RCD) for an amount not to exceed $1,007,079.

Collaborations (including Board advisory groups and external partner agencies)
CAO, Office of Emergency Services, County Counsel, Yolo County Resource Conservation District

Competitive Bid Process/Vendor Performance
N/A

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$1,007,079
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$0

Source of Funds for this Expenditure	
General Fund	$0
Grant	$1,007,079

Attachments

Att. A. Yolo RCD Original Agreement
Att. B. Work Authorization Form

Form Review

Inbox	Reviewed By	Date
Gerardo Pinedo	Gerardo Pinedo	03/10/2023 09:38 AM
Financial Services	Laura Liddicoet	03/13/2023 07:42 AM
County Counsel	Hope Welton	03/28/2023 12:03 PM
Gerardo Pinedo	Gerardo Pinedo	03/28/2023 02:37 PM
Financial Services	Laura Liddicoet	05/08/2023 02:34 PM
County Counsel	Phil Pogledich	05/16/2023 04:08 PM
John Rowe	John Rowe	05/18/2023 02:15 PM
Form Started By: Kristin Weivoda		Started On: 03/07/2023 02:25 PM
Final Approval Date: 05/18/2023		

FILED
July 15, 2021
BY Julie Dachtler
DEPUTY CLERK OF THE BOARD

AGREEMENT NO. 21-112

REVISED AND RESTATED MEMORANDUM OF UNDERSTANDING BETWEEN THE COUNTY OF YOLO AND THE YOLO COUNTY RESOURCE CONSERVATION DISTRICT FOR CONSERVATION PROJECT AND PLANNING SERVICES

THIS REVISED AND RESTATED MEMORANDUM OF UNDERSTANDING ("MOU") is made and entered into as of this **8th** day of **June** 2021, by and between the COUNTY OF YOLO, a political subdivision of the State of California, hereinafter referred to as "COUNTY," and YOLO COUNTY RESOURCE CONSERVATION DISTRICT, a special district of the State of California, whose business address is 221 W. Court St., #1 Woodland, California, 95695, hereinafter referred to as "RCD."

RECITALS

WHEREAS, COUNTY has jurisdiction over zoning, planning, and land use matters within the unincorporated territory of the County of Yolo, and it has adopted various regulations ("Conservation Regulations") set forth in Chapter 10 of the Yolo County Code for the purpose of minimizing erosion from development projects permitted within COUNTY's jurisdiction; managing the use of groundwater and stormwater; overseeing the implementation of the Cache Creek Resource Management Plan ("CCRMP") and Cache Creek Improvement Program ("CCIP") with various programs for bank stabilization, riparian restoration, conservation of biodiversity, and invasive species management; and

WHEREAS, RCD is a special district of the State of California organized as a resource conservation district subject to Division 9 (commencing with section 9000) of the California Public Resources Code, whose jurisdiction includes some of the incorporated and the majority of unincorporated territory of the County of Yolo, and whose primary purpose is to improve and sustain the natural resources of Yolo County through promotion of responsible watershed management, demonstrating and implementing conservation practices, providing technical assistance to landowners, and sponsoring and facilitating partnerships and voluntary community land stewardship groups to implement sustainable land management practices, protect and enhance waterways and water quality, reduce soil erosion, preserve and restore wildlife habitat, sequester carbon, reduce catastrophic wildfire and foster an informed and knowledgeable community; and

WHEREAS, in furtherance of these shared interests and jurisdictions RCD and COUNTY entered into a Memorandum of Understanding (the "Original MOU") on February 24, 2009 (Yolo County Agreement No. 09-17) to secure RCD assistance with the implementation of COUNTY conservation projects and plans by providing planning, design and implementation services for on-ground conservation and restoration work for which RCD has unique expertise, capabilities and equipment; and

WHEREAS, RCD is willing and COUNTY wishes to retain RCD to provide services for which it is well-suited in light of its unique expertise, capabilities and equipment; and

WHEREAS, RCD is specifically skilled and staffed to provide services of on-farm conservation and open space restoration project planning, permitting and implementation, vegetation and wildlife monitoring, digital mapping, vegetation management and noxious weed control, improving soil health, planning and implementing land-based strategies that reduce GHG emissions and sequester carbon, planning and implementing wildfire prevention projects, coordinating the countywide fire safe council, and fostering partnerships that effectively address conservation issues of importance and relevance to the County of Yolo; and

WHEREAS, the purpose of this MOU is to update the Original MOU in minor respects and document the terms that will apply to the provision of services by RCD within the jurisdictions of both RCD and COUNTY for the mutual benefit of both agencies.

NOW, THEREFORE, COUNTY hereby reengages the services of RCD, and RCD agrees to serve COUNTY in accordance with the terms and conditions set forth herein.

TERMS

1. **Term of the MOU.** The term of this MOU shall commence on the date first above written and shall not expire unless terminated in accordance with Paragraphs 8 (Termination for Cause) or 9 (Termination for Convenience); except that the obligations of RCD to COUNTY under Paragraph 7 (Indemnification) shall continue in full force and effect after early termination in relation to acts or omissions occurring prior to such dates during the term of the MOU, and the obligations of RCD to COUNTY shall also continue after early termination in relation to the obligations prescribed by Paragraphs 14 (Confidentiality), 19 (Taxes) and 20 (Access to Records/Retention).

2. **Scope of Services.** RCD shall provide COUNTY those services set forth in Exhibit A, attached hereto and incorporated by reference herein. Additional services may be added by the parties from time to time through supplements to either Exhibit subject to prior approval by the Board of Supervisors. Nothing in this MOU provides RCD with an exclusive right to perform the services set forth in Exhibit A or otherwise precludes the County from contracting with third parties to perform any or all such services.

3. **Compensation.**

(a) Rates. In consideration of RCD's satisfactory performance of the services described in Exhibit A, COUNTY shall pay RCD for RCD personnel time in accordance with the YCRCD's annually-published schedule of billable rates (sample attached as Exhibit B).

(b) Expenses. COUNTY will reimburse travel and direct expenses that are justifiably related to the requested services.

4. **Method of Payment.** All compensation shall be made only upon presentation by RCD to COUNTY of an itemized billing invoice in a form acceptable to the Yolo County Department of Financial Services which indicates, at a minimum, RCD's name, address, Taxpayer Identification Number, the COUNTY agreement number for this MOU, the month for which

compensation is sought, and the monthly rate. Each invoice shall also include a description of the tasks engaged in and/or completed during the month billed, the persons performing the work, and the positions held and number of hours worked by such persons. This summary description shall be in addition to any project accounting records maintained by RCD pursuant to Exhibit A. RCD shall submit such invoices no more often than monthly to the appropriate point of contact (set forth in Section 11, below) for the services rendered who, after review and approval as to form and content, shall submit the invoices for payment to the Yolo County Department of Financial Services no later than fifteen (15) calendar days following receipt unless he or she has any concerns with an invoice. If the County point of contact has any concerns with an invoice, he or she shall advise RCD of those concerns in writing within fifteen (15) calendar days of receiving such invoice. The parties shall then work cooperatively and expeditiously to resolve those concerns prior to the submission of the invoice to the Yolo County Department of Financial Services for review and payment.

5. **Independent Contractor.** RCD shall perform all services covered by this MOU as an independent contractor and not as an employee, agent, partner or joint venturer of or with the County. RCD and its officers, agents and employees are not, and shall not be deemed, COUNTY employees for any purpose, including workers' compensation and employee benefits. RCD shall, at RCD's own risk and expense, determine the method and manner by which duties undertaken by RCD under this MOU shall be performed; provided, however, that COUNTY may monitor the work performed by RCD. COUNTY shall not deduct or withhold any amounts whatsoever from the compensation paid to RCD, including, but not limited to amounts required to be withheld for state and federal taxes. As between the parties to this MOU, RCD shall be solely responsible for all such payments.

6. **Hold Harmless/Indemnification.**

(a) In General. To the full extent permitted by law, RCD and COUNTY shall each defend, indemnify and hold harmless each other as well as their respective elected officials, officers, agents and employees from any claims, suits, proceedings, loss or liability, including reasonable attorneys' fees, arising out of or connected with any acts or omissions of that party or its officers, agents, employees, volunteers, contractors or subcontractors when performing any activities or obligations required of that party under this MOU. Each party shall notify the other party immediately in writing of any claim or damage related to activities performed under this MOU. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities under this Agreement, providing that nothing shall require either party to disclose any documents, records or communications that are protected under peer review privilege, attorney-client privilege, or attorney work product privilege. In providing any defense under this Paragraph, the party obligated to provide such defense shall use counsel reasonably acceptable to the other party.

(b) Employee Character and Fitness. RCD accepts responsibility for determining and approving the character and fitness of its employees (including volunteers, agents or representatives) to provide the services required of RCD under this MOU, including completion of a satisfactory criminal/background check and periodic rechecks to the extent permitted by law. Notwithstanding anything to the contrary in this Paragraph, RCD shall defend, indemnify, and hold COUNTY and its elected officials, officers, agents and employees harmless from any

liability for injuries or damages resulting from a breach of this provision or RCD's actions in this regard.

7. **Termination for Cause.** If either party should fail to fulfill in a timely and proper manner that party's obligations under this MOU or otherwise breach this MOU and fail to cure such failure or breach within ten (10) days of receipt of written notice from the other party describing the nature of the breach, the non-defaulting party may, in addition to any other remedies it may have, terminate this MOU by giving five (5) days written notice to the defaulting party in the manner set forth in Paragraph 11 (Notices).

8. **Termination for Convenience.** This MOU may be terminated by either party for any reason and at any time by giving no less than thirty (30) days written notice of such termination to the other party and specifying the effective date thereof; provided, however, that no such termination may be effected by COUNTY unless an opportunity for consultation regarding the reason(s) for termination, if any, is provided by County to RCD prior to the effective date of the termination.

9. **Disposition of and Payment for Work upon Termination.** In the event of termination for cause under Paragraph 7 or termination for the convenience of a party under Paragraph 8, all finished or unfinished documents and other materials, if any, at the option of COUNTY, become the property of COUNTY and RCD shall be entitled to receive compensation for any satisfactory work completed prior to receipt of the notice of termination or commenced prior to receipt of the notice and completed satisfactorily prior to the effective date of the termination; except that RCD shall not be relieved of liability to COUNTY for damages sustained by COUNTY by virtue of any breach of the MOU by RCD whether or not the MOU was terminated for convenience or cause, and COUNTY may withhold any payments not yet made to RCD for purpose of setoff until such time as the exact amount of damages due to COUNTY from RCD is determined.

10. **No Waiver.** The waiver by either party of any breach or violation of any requirement of this MOU shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this MOU.

11. **Notices.** All notices required or authorized by this MOU shall be in writing and shall be delivered in person or by deposit in the United States mail, by certified mail, postage prepaid, return receipt requested. Any mailed notice, demand, request, consent, approval or communication that either party desires to give the other party shall be addressed to the other party at the address set forth below. Either party may change its address by notifying the other party of the change of address. Any notice sent by mail in the manner prescribed by this Paragraph shall be deemed to have been received on the date noted on the return receipt or five days following the date of deposit, whichever is earlier.

COUNTY	RCD
Director	Executive Director
Yolo County Parks & Resources Dept.	Yolo County Resource Conservation District
120 W. Main Street, Suite C	221 W. Court St., Suite 1
Woodland, CA 95695	Woodland, CA 95695

Natural Resources Manager
County Administrator's Office
County of Yolo
625 Court Street, Room 202
Woodland, CA 95695

12. **Non-Discrimination.** RCD certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

13. **No Assignments or Subcontracts.** RCD shall not assign any interest in this MOU or subcontract any of the services RCD is to perform hereunder without the prior written consent of COUNTY, which shall not be unreasonably withheld. The inability of the assignee to provide personnel equivalent in experience, expertise, and numbers to those provided by RCD, or to perform any of the remaining services required under this MOU within the same time frame required of RCD shall be deemed to be reasonable grounds for COUNTY to withhold its consent to assignment. For purposes of this subparagraph, the consent of COUNTY may be given by its appropriate point of contact, depending on the nature of services to be rendered.

14. **Amendment/Modification.** Except as specifically provided herein, this MOU may be modified or amended only in writing and with the prior written consent of both parties. In particular, only COUNTY, through its Board of Supervisors in the form of an amendment of this MOU, may authorize extra and/or changed work if beyond the scope of services prescribed by Exhibit A or B. Failure of RCD to secure such authorization in writing in advance of performing any of the extra or changed work shall constitute a waiver of any and all rights to adjustment in the contract price or contract time and no compensation shall be paid for such extra work.

15. **Interpretation; Venue.**

(a) **Interpretation.** The headings used herein are for reference only. The terms of the MOU are set out in the text under the headings. This MOU shall be governed by the laws of the State of California.

(b) **Venue.** This MOU is made in Yolo County, California. The venue for any legal action in state court filed by either party to this MOU for the purpose of interpreting or enforcing any provision of this MOU shall be in the Superior Court of California, County of Yolo.

16. **Compliance with Laws.** RCD shall observe and comply with all applicable Federal, State and local laws, ordinances, and codes. Such laws shall include, but not be limited to, the following, except where prohibited by law:

(a) Non-Discrimination. During the performance of this MOU, RCD shall comply with the provisions of the Fair Employment and Housing Act (Government Code section 12900, et seq.), the regulations promulgated thereunder (Title 2, California Code of Regulations, section 7285.0, et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (sections 11135-11139.5) and any state or local regulations adopted to implement any of the foregoing, as such statutes and regulations may be amended from time to time. To the extent this MOU subcontracts to RCD services or works required of COUNTY by the State of California pursuant to agreement between COUNTY and the State, the applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a) through (f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations are expressly incorporated into this MOU by reference and made a part hereof as if set forth in full, and RCD and any of its subcontractors shall give written notice of their obligations thereunder to labor organizations with which they have collective bargaining or other agreements.

(b) Documentation of Right to Work. RCD agrees to abide by the requirements of the Immigration and Control Reform Act pertaining to assuring that all newly-hired employees of RCD performing any services under this MOU have a legal right to work in the United States of America, that all required documentation of such right to work is inspected, and that INS Form 1-9 (as it may be amended from time to time) is completed and on file for each employee. RCD shall make the required documentation available upon request to COUNTY for inspection.

(c) Inclusion in Subcontracts. To the extent any of the services required of RCD under this MOU are subcontracted to a third party in accordance with the provisions of this MOU, RCD shall include the provisions of (a) and (b), above, in all such subcontracts as obligations of the subcontractor.

17. **Taxes.** RCD agrees to file all required withholdings documents on amounts paid pursuant to this MOU and, as between RCD and COUNTY, RCD shall be solely liable and responsible to make such withholdings including those for state and federal income and FICA taxes. RCD agrees to indemnify and hold COUNTY harmless from any liability it may incur to the United States or the State of California as a consequence of RCD's failure to withhold, when due, all such taxes and obligations. In the event that COUNTY is audited for compliance regarding any withholdings for applicable taxes or other similar amounts, RCD agrees to furnish COUNTY with proof of payment of withholdings on those earnings.

18. **Access to Records/Retention**. COUNTY, any federal, state or local grantor agency funding all or part of the compensation payable hereunder, the State Controller, the Comptroller

General of the United States, or the duly authorized representatives of any of the above, shall have access to any books, documents, papers and records of RCD which are directly pertinent to the subject matter of this MOU for the purpose of making audit, examination, excerpts and transcriptions. Except where longer retention is required by any federal or state law, RCD shall maintain all required records for at least five (5) years after COUNTY makes final payment for any other work authorized hereunder and all pending matters are closed, whichever is later. The County recognizes and agrees that nothing in this MOU creates any greater right of access to records of the Natural Resources Conservation Service (a potential subcontractor under this MOU) than may exist under laws applicable to records disclosure at the time of any future request for access.

19. **Authority to Contract**. RCD and COUNTY each warrant hereby that they are legally permitted and otherwise have the authority to enter into and perform the activities under this MOU.

20. **Conflict of Interest.**

(a) Covenant of No Undisclosed Conflict. The parties to the MOU acknowledge that they are aware of the provisions of Government Code section 1090, et seq., and section 87100, et seq., relating to conflict of interest of public officers and employees. RCD hereby covenants that it presently has no interest not disclosed to COUNTY and shall not acquire any interest, direct or indirect, which would conflict in any material manner or degree with the performance of its services or confidentiality obligation hereunder, except as such as COUNTY may consent to in writing prior to the acquisition by RCD of such conflict. RCD further warrants that it is unaware of any financial or economic interest of any public officer or employee of COUNTY relating to this MOU other than interest resulting from employment as a COUNTY officer or employee. RCD agrees that if such financial interest does exist at the inception of this MOU, COUNTY may terminate this MOU immediately upon giving written notice without further obligation by either party to the other under this MOU.

21. **Insurance Requirements.** RCD shall maintain, at its sole cost and expense, the insurance required by Exhibit C to this Agreement, which is incorporated herein by this reference.

22. **Third Party Beneficiaries**. Nothing contained in this MOU shall be construed to create any rights in third parties and the parties do not intend to create such rights.

23. **Severability.** If any provision of this MOU, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this MOU.

24. **Entirety of Contract; Termination of Prior Agreement.** This MOU constitutes the entire agreement between the parties relating to the subject of this MOU and supersedes all previous agreements, promises, representations, understandings and negotiations, whether written or oral, among the parties with respect to the subject matter hereof or any portion thereof. It is the express intention of the parties by executing this MOU to terminate and replace

henceforth as of the effective date of this MOU the Original MOU, as described in the Recitals hereto.

IN WITNESS WHEREOF, this MOU was executed by the parties hereto as of the date first above written.

YOLO COUNTY RESOURCE CONSERVATION DISTRICT

ATTEST: HEATHER NICHOLS
RCD Executive Director

By Heather Nichols
Heather Nichols (Jun 28, 2021 09:46 PDT)

MARK CADY, Board President
RCD Board President

By Mark Cady

APPROVED AS TO FORM:
Best Best & Krieger, LLP,
RCD Legal Counsel

By: Ann M. Siprelle
Ann M. Siprelle

ATTEST:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: Julie Dachtler
Deputy

(Seal)

By:
Philip J. Pogledich, County Counsel

Yolo County Resource Conservation District

221 West Court Street, Suite 1
Woodland, CA 95695

phone: (530) 661-1688
www.yolorcd.org

Exhibit A
Scope of Services

Services to be provided as needed by Yolo County Resource Conservation District to the County of Yolo through the Associated MOU:

- Project development
- Conservation planning
- Grant writing
- Project management
- Permit coordination/completion
- Carbon farm and climate beneficial programming and technical assistance
- Habitat restoration planning and design
- Habitat restoration implementation
- Natural lands management and maintenance
- Noxious weed management
- Farm and ranch technical assistance
- Integrating conservation with agricultural operations
- Farm/wildlife monitoring
- Digital mapping
- Water quality and water use efficiency monitoring and management
- Education and outreach materials development
- Interpretive signage development and production
- Education and outreach presentations/workshops
- Wildfire prevention planning, programming and technical assistance

RCD has also and will continue to be involved in the following countywide and regional natural resource management and conservation efforts including:

- Yolo County Fire Safe Council (See Description and Scope of Work on following page.)
- Yolo County Weed Management Area
- Water Resources Association of Yolo County
- Yolo Groundwater Sustainability Agency
- Yolo County Sustainability Plan Climate Action Subcommittee
- Yolo Habitat Conservancy/Yolo HCP/NCCP
- Yolo Bypass Working Group
- Cache Creek Technical Advisory Committee
- Westside Sacramento Integrated Regional Water Management Plan (IRWMP)
- Statewide IRWM Roundtable of Regions

Yolo County Fire Safe Council Coordination
Description and Scope of Work

The RCD will coordinate the activities of the Yolo County Fire Safe Council including but not limited to organizing meetings, outreach, recommending a set of bylaws, facilitating the adoption of bylaws, and seeking and administering grant funds in order to complete The Community Wildfire Protection Plan (CWPP) and other wildfire prevention projects identified as priorities for the Yolo County FSC.

Background
Following the County Fire in 2018, Yolo County Resource Conservation District (RCD) and County of Yolo Office of Emergency Services (OES) submitted a grant proposal for development of a Community Wildfire Protection Plan (CWPP). CAL FIRE funded a second proposal in early 2020 and work began September 2020. The CWPP will identify priority projects such as fuels reduction, fire breaks, access and evacuation planning and home hardening.

The CWPP is being developed by the CWPP Steering Committee. CWPP Steering Committee efforts are being led by the RCD with support from a team of consultants and Yolo County OES. Committee members include Yolo County OES, CAL FIRE Battalion Chief, CAL FIRE Lake Napa Unit (LNU) Division Chief, Local Fire Chief representatives, Homeowners Association (HOA) and ranching community representatives, and a Registered Professional Forester (RPF). The CWPP process includes gathering stakeholders, establishing a community base map, agreeing on wildfire risks, developing and prioritizing a set of projects, determining roles and responsibilities and funding, completing projects and updating the plan as needed.

Purpose of the Fire Safe Council
The Yolo County Fire Safe Council (FSC) was formed with the purpose of providing a venue for stakeholder representatives and interested members of the public to communicate and collaborate to effectively implement the CWPP. FSC stakeholders include agencies, utilities, first responders, local organizations, local government, tribal interests, county services and community groups such as community-led, locally based Fire Safe Councils, and other interested members of the public.

Role of the RCD in the Fire Safe Council
The RCD has been serving Yolo County with stakeholder outreach, landowner collaboration, conservation project management and grant administration for over 25 years. The County of Yolo Office of Emergency Services and Board of Supervisors have identified the RCD as the most appropriate entity to coordinate the activities of the Yolo County Fire Safe Council. The RCD will coordinate the countywide Fire Safe Council meetings, facilitate the development of a voting membership and bylaws, draft agendas for Fire Safe Council meetings including discussion of actions to take on implementing and keeping current the CWPP and other priority fire prevention projects, lead efforts to find funding to complete priority projects and act as a fiscal sponsor and grant manager for community-based Fire Safe Councils and other efforts as appropriate.

FILED

JUN 14 2021

BY J. Ramirez
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 21-68

Resolution of the Yolo County Board of Supervisors Regarding Creation of the Yolo Fire Safe Council

WHEREAS, after the County Fire in 2018, the Yolo County Resource Conservation District (YCRCD) and the Yolo County Office of Emergency Services (OES) submitted a grant proposal to the California Department of Forestry and Fire Prevention (CalFIRE) to create a Community Wildfire Protection Plan (CWPP);

WHEREAS, with grant funding from CalFIRE, YCRCD and OES have worked together with other local public agencies and private stakeholders to take the initial steps to develop a CWPP for Yolo County; and

WHEREAS, actions taken in furtherance of a CWPP include, but are not limited to, holding stakeholder meetings, developing a CWPP Steering Committee (with members that include CalFIRE representatives, a local fire chief, and other public agency and private sector representatives), and assembling a consultant team qualified to produce a CWPP; and

WHEREAS, in connection with the foregoing, YCRCD, OES, and stakeholders have discussed creating a Countywide Fire Safe Council to promote and lead efforts to, among other things:

- Reduce community wildfire risk
- Improve wildfire resiliency
- Educate and informing residents on wildfire safety and risk reduction
- Implement projects that include hazardous fuels reduction, creating defensible space, home hardening, firescaping, and establishing evacuation plans
- Establish community Fire Safe Councils or other localized efforts
- Hold public meetings to identify projects for the CWPP
- Complete the CWPP and obtain CalFIRE approval
- Obtain grant and other funding to support all of the foregoing

WHEREAS, the Board of Supervisors would like to support the creation of a Countywide Fire Safe Council and affirm the role of YCRCD in leading the effort, as described more fully in a scope of work approved concurrently with the adoption of this Resolution;

NOW, THEREFORE, the Board of Supervisors hereby finds and resolves as follows:

1. The creation of a Countywide Fire Safe Council and completion of a CWPP are essential steps in addressing wildfire risk in Yolo County, particularly in the western region of the County;

2. YCRCD has the expertise, capacity, and legal authority to lead the establishment of a Countywide Fire Safe Council, adopt appropriate governance procedures (including bylaws), and guide its efforts to complete a CWPP, obtain funding, and implement projects to reduce wildfire risk and otherwise protect local homes, communities, and environments from catastrophic wildfire; and

3. The County Administrator and other County staff are authorized to take such necessary and further actions as are appropriate to implement this Resolution and carry out the intent of the Board of Supervisors.

PASSED AND ADOPTED by the Board of Supervisors on this 8th day of June, 2021, by the following vote:

AYES: Barajas, Villegas, Saylor, Sandy, Provenza.
NOES: None.
ABSTENTIONS: None.
ABSENT: None.

Jim Provenza, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: _____
Deputy (Seal)

Approved As To Form:

By: _____
Philip J. Pogledich, County Counsel

COUNTY OF YOLO
County Administrator's Office

WORK AUTHORIZATION

Agreement Number: 21-112

BOS Agreement Number: 21-112

Project: Office of Emergency Services

Contractor: Yolo County Resource Conservation District (RCD)

Contact Person: Heather Nichols **Phone**: 530-661-1688

Project Description: Assist with implementing county conservation projects and plans due to the Resource Conservation District's unique expertise, capabilities, and equipment. Since the approval of the original MOU, signed July 15, 2021 by BOS agreement 21-112, the county has recognized a need for additional services and further collaboration with the RCD due to the increased prevalence of wildland fires in the county, including the County Fire in 2018 that burned over 90,000 acres in Napa and Yolo, the Sand Fire in 2019 that burned over 2,500 acres in Yolo and the LNU Complex Fire in 2020 that burned an area of nearly 400,000 acres in Lake, Napa, Sonoma, Solano, and Yolo.

The original MOU had no cap, which was approved before receiving the additional CFSC and CALFIRE grant dollars. The grants are budgeted, and the contract increase covers the grant amounts.

CALFIRE CWPP
RCD Total Grant: $280,405

State Budget Reflect to Detect
RCD Total Grant: $54,901

CFSC Fire Coordinator
RCD Total Grant Amount: $120,000

CALFIRE PBA
RCD Total Grant Amount: $551,773

Approval: _____ Date: _____
Gerardo Pinedo
County Administrator's Office

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 25.

Board of Supervisors **County Administrator**

Meeting Date:	06/06/2023
Brief Title:	Water Hauling Agreement with YCFCWCD
From:	Gerardo Pinedo, County Administrator, County Administrators Office
Staff Contact:	Kristin Weivoda, Chief of Emergency Services, County Administrators Office, x4933
Supervisorial District Impact:	Countywide

Subject

Authorize the Yolo County Administrator to execute an agreement with the Yolo County Flood Control and Water Conservation District for water hauling for $439,500. (No general fund impact) (Pinedo/Weivoda)

Recommended Action

Authorize the Yolo County Administrator to execute an agreement with the Yolo County Flood Control and Water Conservation District for water hauling for $439,500.

Strategic Plan Goal(s)

Thriving Residents

Safe Communities

Reason for Recommended Action/Background

The County and the Office of Emergency Services secured a commitment from the California Department of Water Resources (DWR) from the Small Community Drought Relief Program to provide $885,669 in funding for financing the Yolo County Water Hauling and Water System Improvement Project through a funding agreement signed between the County and DWR in February 2023, Grant Agreement No. 4600015007.

The Yolo County Water Hauling and Water System Improvement Project invoices several different projects to address dry goods concerns in the county, which provides purchasing above-ground water tanks, installing them on private property, and providing hauled water and potable water for Yolo County residents whose wells have gone dry due to the ongoing drought. Includes Tank installation and Water Deliveries of potable and non-potable water. Water delivery is allocated $439,500 of the total dollars of the grant.

Yolo County Flood Control and Water Conservation District (YCFCWCD) has closely coordinated with OES on several other emergency response projects, including Chipper Pilot Program. The aggregate value of all the OES/YCFCWCD contracts exceeds the $200,000 allowable departmental amount, and this agreement requires Board approval. Therefore, OES requests approval for this water hauling contract to continue the water delivery allowed through the grant agreement to Yolo County Residents who have met the requirements to get above-ground water tanks and water deliveries.

Collaborations (including Board advisory groups and external partner agencies)

County Counsel, Yolo County Flood Control and Water Conservation District, Yolo County Procurement.

Competitive Bid Process/Vendor Performance

During the summer of 2021, Cal Aqua was the only vendor that was found to deliver full-time potable and non-potable water deliveries to property in Yolo County. The other companies found in Yolo County are construction water haulers and can only deliver after hours.

At the July 27, 2021, Board of Supervisors meeting, the County Board of Supervisors adopted Resolution No. 21-98 proclaiming the existence of a local drought emergency. Water hauling to properties with dry wells was considered an emergency activity within the County for the immediate preservation of public health, welfare, and safety (PCC §1102, 10340).

A sole source document is attached to this item.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$439,500
Amount budgeted for expenditure	$439,500
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$0

Source of Funds for this Expenditure	
Grant	$885,669

Further explanation as needed

Funding for this agreement has been secured through the Department of Water Resources Small Communities Drought Relief program.

Attachments

Att. A. YCFWCD Water Hauling Contract
Att. B. Sole Source Water Hauling
Att. C. Procurement Summary

Form Review

Inbox	Reviewed By	Date
Mark Bryan	Mark Bryan	05/17/2023 04:34 PM
Gerardo Pinedo	Gerardo Pinedo	05/17/2023 09:29 PM
Financial Services	Laura Liddicoet	05/26/2023 07:33 AM
County Counsel	Hope Welton	05/26/2023 08:33 AM
John Rowe	John Rowe	05/30/2023 08:52 AM
Form Started By: Kristin Weivoda		Started On: 05/17/2023 04:10 PM
Final Approval Date: 05/30/2023		

Agreement No. __-____

Subaward Agreement Between the County of Yolo and the Yolo County Flood Control and Water Conservation District Regarding Yolo County Temporary Tank and Water Hauling Project

This Agreement (the "Agreement") is dated for reference purposes only as of June 6,, 2023 and is entered into by and between the County of Yolo, a political subdivision of the State of California (the "County"), and Yolo County Flood Control and Water Conservation District ("District"), an independent special district created by the California Legislature. The County and the District are referenced in this Agreement as the "Parties" and individually as a "Party."

RECITALS

A. The County and its Office of Emergency Services secured a commitment from the California Department of Water Resources ("DWR") from the Small Community Drought Relief Program to provide $885,669 in funding for financing the Yolo County Water Hauling and Water System Improvement Project through a funding agreement signed between the County and DWR in February, 2023 (Grant Agreement No. 4600015007, hereafter "Funding Agreement").

B. The County's Board of Supervisors approved Resolution 23-19 on February 7, 2023, authorizing its Office of Emergency Services to take such actions as necessary related to the Funding Agreement. The Funding Agreement is attached hereto as **Exhibit A** and incorporated herein by reference.

C. The Yolo County Water Hauling and Water System Improvement Project involves several different projects to address dry well concerns in the County, as specified in Exhibit A (Work Plan) of the Funding Agreement, including "Task 1 – Project Administration, Task 2 – Tank Installation, Task 3 – Water Deliveries and Task 4 – Tank Removal," which collectively provide for purchasing above-ground water tanks, installing them on private properties, and providing hauled water for Yolo County residents, whose wells have gone dry due to the ongoing drought.

Tasks 1 through 4 includes all work related to the temporary tank and water hauling project, as more particularly described in the scope of services, attached hereto as **Exhibit B** and incorporated herein by reference (hereafter referred to as "the Project").

D. The Funding Agreement authorizes $559,500 in grant funding for the Project (Tasks 1 through 4.)

NOW, THEREFORE, in consideration of the foregoing Recitals and in consideration of other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

I. **Definitions.**

A. "Costs" or "Project Costs" shall have the same meaning as the term "Eligible Project Cost" in Section 8 of the Funding Agreement.

B. "Effective Date" means the date this Agreement is signed on behalf of the last of the Parties to do so.

C. "Project Schedule" means completion of the Project no later than June 30, 2024 in accordance with the schedule the District provided in Exhibit B hereto.

II. **Recitals.** The foregoing Recitals set forth above are incorporated into the body of this Agreement as if set forth in full in this Section.

III. **Term; Termination.** The term of this Agreement shall commence on the Effective Date and shall terminate on June 30, 2024, commensurate with the deadline to expend grant funds pursuant to the Funding Agreement, unless earlier terminated or extended written agreement of the Parties as provided herein.

A. Termination for Cause. Subject to the right to cure under Paragraph 11 of the Funding Agreement, the County may terminate this Agreement and be relieved of any payment obligations should the District fail to perform the requirements of this Agreement and applicable portions of the Funding Agreement at the time and in the manner provided in these agreements and attachments thereto, including but not limited to reasons of default under Paragraph 11 of the Funding Agreement.

B. Termination without Case. The County may terminate this Agreement without cause on 30 days' advance written notice if DWR terminates the Funding Agreement without cause as provided in Paragraph D.41 of the Funding Agreement. The District shall be reimbursed for all costs reasonably incurred up to the date of termination.

IV. **The District's Obligations.**

Subject to reimbursement by the County pursuant to this Agreement, District shall provide the following services and discharge related responsibilities as described below:

A. Temporary Tank and Water Hauling.

1. The District will provide administration, invoicing and reporting. Project administration includes working with the Office of Emergency Services to oversee dry well inspections and deliveries, water deliveries and other activities related to the project. Invoicing includes, preparing and submitting invoices and appropriate backup documentation to the Office of Emergency Services describing the work completed and listing the costs incurred during the billing cycle. Reporting includes preparing and

submitting quarterly progress reports to the Office of Emergency Services in the manner required by the Funding Agreement for the tasks covered by this Agreement.

2. The District will purchase and install above-ground plastic water tanks ranging on size from 2,500 to 3,000 gallons, delivering them to households, contracting the installation work, installing tanks along with booster pumps if needed, and connecting the tanks to household water lines. Documentation for all tank installation activities, including tan size, date, and drop-off location, shall be recorded. This task also includes completing the Environmental Information Form and CEQA documents and obtaining other permits (if needed) and submitting them to the Office of Emergency Services.

3. The District will contract and provide non-potable hauled water weekly or biweekly that will be arranged as needed to Yolo County residents with reported dry wells. Water deliveries shall not exceed 50 gallons per person per day. Water haulers must use trucks that comply with the California Air Resources Control Board Truck and Bus Regulations through a Certification of Operation. Water haulers may have some inactive trucks without a certification. These inactive trucks may be used to provide sufficient hauled water capability on a limited, temporary basis to respond to water outages during this drought. Documentation for all hauling activities, including volume transported, date and drop-off location will be recorded.

4. The District will remove tanks from properties once the tanks have been disconnected from the existing domestic water systems at the end of the terms of this agreement.

5. Competitive Bidding. In consultation and coordination with the County to the extent necessary, the District will complete a competitive bidding or other solicitation process required for public projects under California law and consistent with the County's Procurement Procedures for the completion of Tasks 1 through 4.

B. The District, at its sole cost and expense, shall obtain and maintain throughout the entire term of this Agreement the insurance set forth in **Exhibit C** attached hereto.

The District shall not commence any work associated with the Project until it has submitted all the insurance required and such insurance has been approved by the County. All insurance shall be sent to the County's Procurement Division at procurement@yolocounty.org for review and approval.

C. The District shall keep, and provide to County or its agents upon request, accurate financial records (including invoices) necessary to enable County to review the District expenditure of funds provided pursuant to this Agreement. These records

shall demonstrate the funding has been used for Project Costs relating to the Project. The District shall maintain all such records for in accordance with the requirements of Exhibit G to the Funding Agreement.

D. Per California Government Code section 8546.7, expenditures pursuant to this Agreement are subject to the examination and audit of the California State Auditor. The District will provide notice of the completion of any required third party (e.g., state or federal) audits and provide access to such audits upon request.

E. Acknowledgment of Credit and Signage. The District shall include appropriate acknowledgement of credit to the State of California for its support when promoting the Project or using any data and/or information developed under this Funding Agreement. Signage shall be posted in a prominent location at the Project site(s) or at the District's headquarters and shall include the Department of Water Resources color logo and the following disclosure statement: "Funding for this project has been provided in full or in part from the State Department of Water Resources."

F. To the extent not expressly required in this Agreement, the District further acknowledges and agrees to comply with the requirements of the Funding Agreement, including but not limited to the requirements set forth in Exhibit D (Standard Conditions) of the Funding Agreement regarding the accounting and deposit of grant funds, compliance with the Americans with Disabilities Act, budget contingency, the California Environmental Quality Act (CEQA), the Child Support Compliance Act, conflict of interest prohibitions, and final inspection and certification of the Project by a registered civil engineer.

V. **County Obligations; Reimbursement.** County agrees to provide up to $559,500 in funding for the Project to the District on a reimbursement basis.

A. The District shall submit invoices not more often than monthly and not less frequently than quarterly for allowable costs incurred for the Project. Upon the receipt of proper invoices, the County agrees to process payments in accordance with this Agreement and the Funding Agreement. All invoices shall be submitted using detailed invoices that include current and cumulative costs (including cost sharing) and that otherwise meet all requirements of the Funding Agreement

B. All reimbursement payments shall be considered provisional and subject to adjustment if necessary as a result of an adverse audit finding against the District or if DWR refuses to provide full or partial reimbursement to the County of costs incurred. The District also agrees that it must immediately return to the County any funds expended by the District under this Agreement that are later determined by DWR, the County, or representatives thereof not to have been allowable under applicable State or local federal laws and regulations.

VI. **Indemnity.** The District hereby agrees to defend, indemnify and hold harmless the County and its respective officers, agents and employees from any and all claims, losses

or liabilities arising or alleged to arise in connection with the Project, including but not limited to its duty to implement the Project and its sole and exclusive responsibility to comply with all applicable laws relating to Project implementation (including compliance with the California Environmental Quality Act and Prevailing Wage Laws), The County shall not have any liability for claims relating to the Project or other matters within the responsibility of the District. In the event of any claim or litigation within the scope of this provision, the District shall retain Counsel reasonably acceptable to the County Counsel to defend the County. This provision shall survive the termination of this Agreement.

VII. **Nondiscrimination.** During the performance of this Agreement, the District and its contractors or subcontractors shall not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex (gender), sexual orientation, race, color, ancestry, religion, creed, national origin (including language use restriction), pregnancy, physical disability (including HIV and AIDS), mental disability, medical condition (cancer/genetic characteristics), age (over 40), marital/domestic partner status, gender identity, and denial of medical and family care leave or pregnancy disability leave. The District and its contractors or subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. The District and its contractors or subcontractors shall comply with the provisions of the California Fair Employment and Housing Act (Gov. Code, § 12990.) and the applicable regulations promulgated thereunder (Cal. Code Regs., tit. 2, § 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission are incorporated into this Agreement by reference. The District and its contractors or subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

VIII. **Drug-Free Workplace Certification**. By signing this Agreement, the District, its contractors or subcontractors hereby certify, under penalty of perjury under the laws of State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Gov. Code, § 8350 et seq.) and have or will provide a drug-free workplace by taking the following actions:

A. Publish a statement notifying employees, contractors, and subcontractors that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees, contractors, or subcontractors for violations, as required by the Government Code section 8355.

B. Establish a Drug-Free Awareness Program, as required by Government Code section 8355 to inform employees, contractors, or subcontractors about all of the following:

i. The dangers of drug abuse in the workplace,

ii. The County's policy of maintaining a drug-free workplace,

iii. Any available counseling, rehabilitation, and employee assistance programs, and

iv. Penalties that may be imposed upon employees, contractors, and subcontractors for drug abuse violations.

C. Provide, as required by Government Code section 8355, that every employee, contractor, and/or subcontractor who works under this Funding Agreement:

i. Will receive a copy of the County's drug-free policy statement, and

ii. Will agree to abide by terms of the County's condition of employment, contract, or subcontract.

IX. **Relationship of Parties.** The District and its contractors, subcontractors, and other vendors shall perform all services under this Agreement as independent contractors, and not as employees, officers or agents of the County.

X. **Cooperation; Supremacy Clause.** The Parties agree to cooperate as needed to ensure timely completion of the Project. In the event of a conflict between the terms of this Agreement and any of the documents included as exhibits, including but not limited to the Funding Agreement, the parties shall meet and confer to reconcile the conflict in a manner that, to the greatest feasible extent, ensures full state reimbursement to the County of costs reimbursed to the District for performance of the Project.

XI. **Choice of Law.** This Agreement will be governed and construed in accordance with the laws of the State of California.

XII. **Notices.** Any notices, bills, invoices, or reports required by this Agreement shall be deemed received on: (i) the day of delivery if delivered by hand, facsimile or overnight courier service during the receiving Party's regular business hours; or (ii) on the third business day following deposit in the United States mail if delivered by mail, postage prepaid, to the addresses listed below (or to such other addresses as the parties may, from time to time, designate in writing).

If to County:

Kristin Weivoda
Chief of Emergency Services
625 Court Street, Room 202
Woodland, CA 95695
Telephone: (530) 406-4933
Email: Kristin.Weivoda@yolocounty.org

If to the District:

Kristin Sicke
General Manager
34274 State Highway 16
Woodland, CA 95695
Telephone: (530) 662-0265 ext. 112
Email: ksicke@ycfcwcd.org

With courtesy copy to:

Philip J. Pogledich
County Counsel
625 Court Street, Room 201
Woodland, CA 95695
Telephone: 530.666.8172

With courtesy copy to:

XIII. **Dispute Resolution.** If any dispute arises as to this Agreement, the Parties agree the dispute shall first be submitted to non-binding mediation in Yolo County. Any Party may serve a demand for mediation on another Party or Parties, which such demand shall be in writing. The Party which sends, and the Parties named in, the notice constitute the Dispute Parties, and each shall bear an equal share of mediator fees and any related costs. If any Dispute Party fails to participate in the mediation on the terms set forth in this section, it forfeits any right it may have to seek attorney's fees should it prevail in litigation of the dispute. Nothing contained herein shall prevent any party from (i) seeking and obtaining equitable relief, including, but not limited to, prohibitory or mandatory injunctions or specific performance, nor (ii) filing legal action hereunder.

XIV. **Remedies; Attorney Fees.** Each right, power and remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise shall be cumulative and shall be in addition to every other right, power, or remedy provided for herein or now or hereafter existing at law, in equity, by statute, or otherwise. The exercise, the commencement of the exercise, or the forbearance from the exercise by any party of any one or more of such rights, powers or remedies shall not preclude the simultaneous or later exercise by such party of any or all of such other rights, powers or remedies. If legal action shall be necessary to enforce any term, covenant or condition contained in this Agreement, the party prevailing in such action, whether or not reduced to judgment, shall be entitled to its reasonable court costs, including any accountants' and attorneys' fees expended in the action. Venue for any litigation shall be in Yolo County, California and the Parties hereby consent to jurisdiction in Yolo County for purposes of resolving any dispute or enforcing any obligation arising under this Agreement.

XV. **Assignment; No Third-Party Beneficiaries**. No Party may assign its interest in this Agreement or the rights under it to any third party, voluntarily or otherwise, without the prior written consent of the other two Parties. The Parties do not intend to benefit any third party by this Agreement and only the Parties may enforce it.

XVI. **Licensure; Permits and Approvals.** The District certifies that it will hold all applicable licenses and/or certifications required for performance of its obligations under this Agreement. The District will obtain all permits and regulatory approvals necessary for the Project.

XVII. **Waiver.** The waiver by any of the Parties of any breach of any term, covenant or condition herein contained shall not be deemed to be a waiver of any other term, covenant or condition or of any subsequent breach of the same or any other term, covenant or condition herein contained. No term, covenant or condition of this Agreement shall be deemed to have been waived by the Parties unless in writing signed by one authorized to bind the Party to be charged with the waiver.

XVIII. **Severability.** If any term or provision of this Agreement (including all Exhibits hereto) or the application thereof to any person or circumstance shall, to any extent, be invalid or

unenforceable, then such term or provision shall be amended to, and solely to the extent necessary to, cure such invalidity or unenforceability, and in its amended form shall be enforceable. In such event, the remainder of this Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.

XIX. **Amendments; Counterparts.** This Agreement may be amended only by a writing executed on behalf of the Parties to be bound. This Agreement may be executed in counterparts, including electronic counterparts, each of which when taken together shall constitute a single agreement.

XX. **Entire Agreement.** All documents referenced as exhibits to this Agreement are hereby incorporated by this reference. In the event of any material discrepancy between the provisions of this Agreement and any document incorporated herein by reference, the provisions of this Agreement shall prevail. This instrument contains the entire agreement among Parties with respect to the transactions contemplated herein. No other prior oral or written agreements are binding upon the Parties.

TO EFFECTUATE THIS AGREEMENT, the Parties have caused their duly authorized representatives to execute this Agreement as of the last date indicated below:

District

By:_____
Kristin Sicke
General Manager
Yolo County Flood Control
and Water Conservation District

Date:_____

Approved as to Form:

By: 4/24/2023

County

By:_____
Gerardo Pinedo
County Administrator
Yolo County Administrator's Office

Date: 5/16/23

Approved as to Form:

By:_____
Philip J. Pogledich, County Counsel

DocuSign Envelope ID: BEB68F89-2990-4E77-838B-36B57F32A7FE

REQUEST FOR SOLE/SINGLE SOURCE

To: Procurement Division or for use at the Board of Supervisors
*to include in AgendaQuick

From: Yolo County Flood Control & Water Conservation District (independent special district of Yolo County)

Reference Number:

Since sole/single source purchasing is an exception to the normal procurement function, it must be objectively justified. Completion of this form should facilitate that process and provide a written record of the basis used in sole procurement decisions. **Completion of this request does not constitute approval.**

Supplier Name:	CAL AQUA (Environmental AQUA, Inc.)
Street Address:	896-D Aldridge Road
City/State/Zip:	Vacaville, CA 95688
Phone:	800.447.2778
General Description of Commodity or Service requested to be Purchased and its function:	
Hauling of potable and non-potable water deliveries to dry well owners within Yolo County.	

***Note**: Please use as much space needed to completely answer each question, or attach additional pages.*

1) Explain why this is the only product or service that can meet the needs of the Department.

During the summer of 2021, Cal Aqua was the only vendor that was found to deliver full-time potable and non-potable water deliveries to property in Yolo County. The other companies found in Yolo County are construction water haulers and can only deliver after hours.

At the July 27, 2021 Board of Supervisors meeting, the County Board of Supervisors adopted Resolution No. 21-98 proclaiming the existence of a local drought emergency. Water hauling to properties with dry wells was considered emergency activities within the County as it is for the immediate preservation of public health, welfare, and safety (PCC §1102, 10340)

2) What necessary features does this vendor provide which are not available from other Vendors?

Full-time water delivery service in Yolo County.

3) Why are these specific features/qualifications required?

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4) Why are other sources providing like goods or services unacceptable?

There were no other options available with full-time service in the County.

5) What other products/services have been examined and rejected?

See above.

6) Will this purchase obligate us to a particular vendor for future purchases?
(Either in terms of maintenance or more "like" items in the future)

No.

7) Explain why the price for this commodity/service is considered to be fair, reasonable, and the best possible price, and explain the negotiation efforts that were taken to obtain this price.

Based on the immediate need and demand for water hauling services, there was not a negotiation over the price; however, the quoted price was compared to the 2015 drought emergency when the County implemented the Groundwater Assistance Program and provided a similar water hauling service. The cost per gallon was similar to the 2015 program.

8) Explain the impact to the County if the Sole/Single Source justification were not approved.

I have made a diligent effort to review comparable products or services. I feel confident that the sole/single source purchase is justified and feel confident in explaining the justification to the general public. I hereby certify as to the validity of the information and feel confident this justification for sole/single source would withstand audit or vendor protest.

REQUESTERS NAME	SIGNATURE	DATE
Kristin Weivoda		5/16/23
DEPARTMENT HEAD NAME	SIGNATURE	DATE
Gerardo Pinedo		5.16.23

Based on the above statements and justification, I hereby agree with the purchase of this product or service on a sole/single source basis.

PURCHASING AGENT SIGNATURE REQUIRED * (NO SIGNATURE REQUIRED FOR BOS CONTRACT APPROVALS)	DATE
DocuSigned by: Tonia Murphy 9146D66FCD19412...	5/17/2023

DocuSign

Certificate Of Completion

Envelope Id: BEB68F8929904E77838B36B57F32A7FE
Status: Completed
Subject: Complete with DocuSign: Sole Source Request Form_YCFCWCD_Signed.pdf
Source Envelope:
Document Pages: 2
Signatures: 1
Certificate Pages: 4
Initials: 0
AutoNav: Enabled
EnvelopeId Stamping: Enabled
Time Zone: (UTC-08:00) Pacific Time (US & Canada)

Envelope Originator:
Tonia Murphy
625 Court Street, Room 103
Woodland, CA 95695
Tonia.Murphy@yolocounty.org
IP Address: 141.174.50.1

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Signer Events	Signature	Timestamp
Tonia Murphy tonia.murphy@yolocounty.org Manager of Procurement Yolo County Security Level: Email, Account Authentication (None)	DocuSigned by: Tonia Murphy 9146D66FCD19412... Signature Adoption: Pre-selected Style Using IP Address: 141.174.50.1	Sent: 5/17/2023 4:20:14 PM Viewed: 5/17/2023 4:20:22 PM Signed: 5/17/2023 4:20:33 PM Freeform Signing

Electronic Record and Signature Disclosure:
Accepted: 10/11/2022 11:24:13 AM
ID: 35aa30aa-96e6-4143-93e2-cb8213fd106e

In Person Signer Events	Signature	Timestamp

Editor Delivery Events	Status	Timestamp

Agent Delivery Events	Status	Timestamp

Intermediary Delivery Events	Status	Timestamp

Certified Delivery Events	Status	Timestamp

Carbon Copy Events	Status	Timestamp

Witness Events	Signature	Timestamp

Notary Events	Signature	Timestamp

Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	5/17/2023 4:20:14 PM
Certified Delivered	Security Checked	5/17/2023 4:20:22 PM
Signing Complete	Security Checked	5/17/2023 4:20:33 PM
Completed	Security Checked	5/17/2023 4:20:33 PM

Payment Events	Status	Timestamps

Electronic Record and Signature Disclosure

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum

Enabled Security Settings:	Allow per session cookies

** These minimum requirements are subject to change. If these requirements change, you will be asked to re-accept the disclosure. Pre-release (e.g. beta) versions of operating systems and browsers are not supported.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please verify that you were able to read this electronic disclosure and that you also were able to print on paper or electronically save this page for your future reference and access or that you were able to e-mail this disclosure and consent to an address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format on the terms and conditions described above, please let us know by clicking the 'I agree' button below.

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County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 26.
Board of Supervisors **Financial Services**

Meeting Date: 06/06/2023
Brief Title: 2021 Pension Funding Report and Additional Discretionary Contribution
From: Chad Rinde, Chief Financial Officer, Department of Financial Services
Staff Contact: Chad Rinde, Chief Financial Officer, Department of Financial Services, x8050
Supervisorial District Impact: Countywide

Subject
Accept CalPERS Annual Valuation Reports as of June 30, 2021; receive update on the status of pension funding; and authorize the Chief Financial Officer to make an additional discretionary contribution to CalPERS in coordination with the Yolo County Superior Court. (No general fund impact) (Rinde)

Recommended Action

A. Accept the CalPERS Annual Valuation Reports as of June 30, 2021 for the Miscellaneous and Safety Plans;

B. Receive an update on the status of pension funding; and

C. Authorize the Chief Financial Officer to update the Memorandum of Understanding with the Yolo County Superior Court and make an additional discretionary funding contribution to CalPERS.

Strategic Plan Goal(s)

In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background
The Pension Funding Policy (Attachment A), adopted in May 2018, requires that the County Administrator or Chief Financial Officer provide an annual report to the Board of Supervisors on the status of pension funding as well as a summary of the actuarial valuation reports for the upcoming fiscal year once released by the California Public Employees' Retirement System (CalPERS).

Pension Funding Status
The tables below provide a summary of the funded status for the Miscellaneous and Safety plans for the most recent five years:

Miscellaneous Plan

Valuation Date	Accrued Liability	Market Value of Assets	Unfunded Liability	Funded Ratio	Annual Covered Payroll
6/30/2021	$873,682,659	$659,854,549	$213,828,111	75.5%	$98,622,923
6/30/2020	$821,817,657	$538,969,551	$282,848,106	65.6%	$96,433,712
6/30/2019	$788,803,907	$521,305,474	$267,498,433	66.1%	$92,741,240
6/30/2018	$753,503,877	$498,338,141,	$255,165,736	66.1%	$86,457,783
6/30/2017	$694,805,957	$468,048,005	$226,757,952	67.4%	$82,607,781

Safety Plan

Valuation	Accrued	Market	Unfunded	Funded	Annual

Date	Liability	Value of Assets	Liability	Ratio	Covered Payroll
6/30/2021	$279,995,683	$215,350,599	$64,645,084	76.9%	$24,265,000
6/30/2020	$259,208,391	$172,366,557	$86,841,834	66.5%	$23,547,159
6/30/2019	$245,793,550	$163,046,769	$82,746,781	66.3%	$23,638,718
6/30/2018	$232,675,846	$152,555,374	$80,120,472	65.6%	$22,153,328
6/30/2017	$211,921,385	$140,459,704	$71,461,681	66.3%	$22,260,933

As the tables above show, the funded ratio for the Miscellaneous Plan increased from 65.6% to 75.5%, while the funded ratio for the Safety Plan increased from 66.5% to 76.9%%. These increases in funded status were a result of CalPERS returns of 21.3% in 2020-21 significantly exceeding the target rate of return of 7.0%. While not yet reflected, CalPERS announced returns of -6.1% in 2021-22 that underperformed their targeted rate of return. These returns will be factored into the June, 2022 valuation (to be received in Summer 2023) and will decrease funded status and increase contributions when compared to the current valuation.

Actuarial Report Summary

As the pension plan administrator, CalPERS performs various administrative services including investment, benefit administration, and actuarial services for the County of Yolo. The Actuarial Valuation Reports as of June 30, 2021 for both the Miscellaneous and Safety plans (Attachment B and C) are used to set the County's pension funding rates for the 2023-24 fiscal year. Key assumptions used in the Actuarial Reports are summarized below:

Actuarial Assumption	June 30, 2021 Valuation	June 30, 2020 Valuation
Actuarial Cost Method	Entry Age Normal	Entry Age Normal
Discount Rate	6.80%	7.00%
Payroll Growth	2.80%	2.75%
Inflation	2.30%	2.50%
Amortization Period	Investment gains/ losses - 20 years Assumption/Benefit changes - 20 years	Investment gains/ losses - 20 years Assumption/Benefit changes - 20 years

CalPERS performed their Asset Liability Management (ALM) process leading into the June 30, 2021 valuation. This along with the Risk Mitigation policy resulted in the CalPERS Board of Administration voting to reduce the current discount rate to 6.8% and adopt new actuarial assumptions including a slightly longer life expectancy for retirees and beneficiaries. While this results in a higher liability, strong investment gains during the 2020-21 fiscal year mitigated the increase in the short term.

The table below provides a summary of the required employer contribution rates for both the Miscellaneous and Safety plans over the past five years, as well as projected employer contribution rates for the next five years as included in the actuarial valuation report:

Fiscal Year	Miscellaneous	Safety
2019-20 Actual	38.44%	40.15%
2020-21 Actual	30.40%	43.70%
2021-22 Actual	31.37%	44.44%
2022-23 Actual	32.69%	46.88%
2023-24 Actual	32.57%	46.29%
2024-25 Projected	31.80%	45.30%
2025-26 Projected	28.80%	43.80%
2026-27 Projected	27.80%	40.90%
2027-28 Projected	26.40%	39.10%
2028-29 Projected	24.90%	36.90%

Pension Trust

The Pension Funding Policy approved by the Board in 2018 provided for the establishment of a Section 115 Pension Trust in order to accumulate assets to safeguard the County's ability to pay the required annual pension contribution and to obtain long-term savings from paying down the unfunded liability. The table below shows the activity and balances of the Pension trust since it was established in 2018:

Fiscal Year	Contributions	Earnings	Fees	Ending Balance
2017-18	$800,000	$67	$0	$800,067
2018-19	$2,523,500	$52,501	$3,688	$3,372,380
2019-20	$2,425,800	$146,619	$14,290	$5,930,509
2020-21*	$0	$749,012	$23,029	$6,656,493
2021-22*	$0	-$783,491	$24,456	$5,845,398

** No contribution made due to an additional discretionary contribution made to CalPERS in coordination with the Yolo County Superior Court.*

Additional Discretionary Contribution

In Fiscal Year 2021-22 the Board of Supervisors authorized the Chief Financial Officer to make a discretionary contribution to CalPERS in coordination with the Yolo County Superior Court. Based on an analysis prepared by the Department of Financial Services (DFS), the Courts contributed a share of 7.0046% and the County 92.9954% based on the calculated share of the Miscellaneous Plan unfunded liability between the two agencies. The County also made a proportional contribution to the Safety Plan. These additional discretionary contributions are shown below:

	Miscellaneous Plan		Safety Plan	Total County Contribution
Fiscal Year	Courts	County		
2021-22 Actual	$236,388	$2,401,161	$737,201	$3,318,362

For 2022-23, DFS has updated the analysis to determine if additional discretionary contributions are feasible while maintaining the target balance in the Pension Trust. Based on this updated analysis (Attachment D), the County is able to make an additional discretionary contribution of up to $3.7 million assuming the Court makes a proportionate contribution of $277,000.

	Miscellaneous Plan		Safety Plan	Total County Contribution
Fiscal Year	Courts	County		
2022-23 Proposed	$276,930	$2,894,538	$875,084	$3,769,622

Staff recommends that the Board authorize the Chief Financial Officer to make an additional discretionary contribution to CalPERS based on the proportionate Miscellaneous Plan share between the County and the Court as reflected in Attachment D, and in an amount not to exceed a total County contribution of $3,769,622.

Collaborations (including Board advisory groups and external partner agencies)

The Department of Financial Services has worked with the Yolo County Superior Court to gauge the Court's interest in making an additional discretionary contribution. Staff from DFS provided the updated analysis to the Court in May 2023 and the Court indicated their interest in paying a budgeted amount toward the pension plan's unfunded liability.

Competitive Bid Process/Vendor Performance

Not Applicable

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$3,769,622
Amount budgeted for expenditure	$3,769,622
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure

Pension ISF	$3,769,622

Further explanation as needed

No general funds are required for this action. Funding for the additional discretionary contribution is available in the Pension Internal Service Fund.

Attachments

Att. A. Pension Funding Policy
Att. B. Miscellaneous Actuarial Valuation - 2021
Att. C. Safety Actuarial Valuation - 2021
Att. D. Additional Discretionary Payment Calculation

Form Review

Inbox	Reviewed By	Date
Chad Rinde	Chad Rinde	05/30/2023 11:07 AM
County Counsel	Hope Welton	05/30/2023 02:07 PM
John Rowe	John Rowe	05/30/2023 03:45 PM
Form Started By: Chad Rinde		Started On: 05/22/2023 09:23 PM
Final Approval Date: 05/30/2023		

County of Yolo

Administrative Policies and Procedures Manual

TITLE: PENSION FUNDING POLICY	DEPARTMENT: FINANCIAL SERVICES
TYPE: **POLICY**	DATE: May 8, 2018

A. PURPOSE

This Policy statement pertains to the actuarial, funding and cost recovery aspects of Pension benefits. This policy does not purport to address the sustainability of established pension benefits under current defined benefit formulas, which are the subject of Human Resources administrative policies. This policy may also be referred to, in brief, as "Pension Policy".

This Policy will be updated periodically in light of actuarial valuation results, changes in benefits, other material changes in Pension benefits or obligations, or other changes caused by state laws.

B. APPLICABILITY

This policy is an extension of the County *Policy on Cost Recovery and Fees* (adopted 06/07/2011) and the *Policy on Borrowing, Debt, and Obligations* (revised 02/06/2018), and is generally consistent with best practices recommended by the Government Finance Officers Association (GFOA). Variances from best practices are identified herein together with the underlying reasons.

This policy is applicable to the County's two key defined benefit plans which are administered by the California Public Employees' Retirement System (CalPERS):

- Miscellaneous Plan of the County of Yolo hereafter referred to as the "Miscellaneous Plan". The Miscellaneous plan includes employees of the County and employees of the Yolo County Superior Court which separated from the County through the Trial Court Employment Protection and Governance Act in 2001, but whose employees still remain part of the County's pension plan.
- Safety Plan of the County of Yolo hereafter referred to as the "Safety Plan".

The County receives actuarial valuations prepared by the actuarial office of CalPERS on an annual basis for funding purposes. The County has ordered accounting valuations since 2015 to report its obligation for pension benefits in accordance with Government Accounting Standards Board (GASB) *Statement No. 68 Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement No. 27*.

C. DEFINITIONS

Key actuarial or accounting terms related to pensions are defined below:

Accrued Liability (also called Actuarial Accrued Liability) – The total dollars needed as of the actuarial valuation date to fund all benefits earned in the past for current and retired members and their beneficiaries.

Actuarial Assumptions – Assumptions made about certain events that will affect pension costs. Assumptions can generally be broken down into two categories: demographic and economic. Demographic assumptions include such things as mortality, disability and retirement rates. Economic assumptions include discount rate, salary growth, and inflation.

Actuarial Valuation – The determination, as of a point in time (valuation date), of the Normal Cost, Accrued Liability, and related actuarial present values for a pension plan.

Actuarially Determined Contribution (ADC) – An amount that is actuarially determined in accordance with GASB Standard No. 68 and Actuarial Standards of Practice (ASOP) so that, if paid on an ongoing basis, would be expected to provide sufficient resources to fund both the normal cost for each year and amortize the unfunded accrued liability.

Funded Status – A measure of how well funded, or how "on track" a pension plan is with respect to having sufficient assets to fund liabilities. A ratio greater than 100 percent means the plan has more assets than liabilities and a ratio of less than 100 percent means liabilities are greater than assets.

Normal Cost – The annual cost of service accrual for a fiscal year for current active employees. The portion that is allocated to future years of service are referred to as future normal costs.

Prepayment Contribution – A payment made by the employer in advance toward the Unfunded Accrued Liability at the beginning of a fiscal year to reduce or eliminate the year's required employer contribution on each bi-weekly payroll period.

Pension Benefit – Pension benefits are provided pursuant to a defined benefit formula. The formula used by the retirement system will be based on key factors such as the benefit factor, service credit and final pensionable compensation. A simplified example is below:

Service Credit (Years)	X	Benefit Factor (percent per year)	X	Final Pensionable Compensation (dollars)	=	Pension Benefit

Pensionable Compensation – Pensionable compensation is defined in government code and retirement law and generally refers to the normal monthly rate of pay or base pay of the member paid in cash for employment rendered on a full-time basis during normal hours according to publically available pay schedules.

Present Value of Benefits (PVB) – The total dollars needed as of the valuation date to fund all benefits earned in the past or expected to be earned in the future for current members.

Unfunded Accrued Liability (UAL) – When the value of the plan's assets is less than its Accrued Liability, the difference is the plan's Unfunded Accrued Liability (or unfunded liability). If there is an unfunded liability, the plan will have to pay contributions exceeding the Normal Cost.

D. GUIDING PRINCIPLES

1. INTERGENERATIONAL EQUITY

Pension benefits are offered as part of a compensation package for employees as a benefit by the County of Yolo for a career of public service. The employee accumulates (or earns) the benefit through accrual of years of service with the agency over their service life (or career). The County as a matter of principle strives to comply with maintaining intergenerational equity. As this relates to pension benefits, the objective is to ensure that adequate employee and employer contributions are made to the pension system during the service lives of employees to avoid shifting the cost or burden to future generations of employees and taxpayers.

2. FINANCIAL SUSTAINABILITY

Financial Sustainability is the overarching principle in Yolo County financial operations. Within the context of pension funding, this principle expresses that the county provides and fund benefits to its employees within available means while proactively taking measures to build and preserve its ability to continue providing these benefits in the long run.

E. POLICY

1. ACTUARIAL VALUATION

In accordance with best practices and generally accepted accounting principles, the County will receive an Actuarial Valuation for both (1) funding and (2) accounting for pension benefits annually from the Actuarial Office of CalPERS. CalPERS, as the pension plan administrator, establishes actuarial assumptions for all pension plans under their administration.

The County Administrator and Chief Financial Officer annually shall review the actuarial report including actuarial assumptions applied by the pension plan administrator for conformity with best practices as established by GFOA including but not limited to:

- Actuarial Cost Method – Ensure methods conform to actuarial standards of practice and are designed to fully fund the long-term costs of promised benefits.
- Asset Smoothing – Ensure that: the same smoothing periods are used for both gains and losses; market corridors if used are symmetrical; and smoothing occurs over fixed periods not longer than five years.
- Amortization – Ensure that: the unfunded actuarial accrued liability is amortized over fixed (closed) periods to balance the goals of demographic matching and volatility management; the amortization period does not exceed 25 years; and a layered approach is used to amortize the various components.

The County Administrator and Chief Financial Officer shall transmit the actuarial report, together with a lay summary regarding the funded status of the pension plans, any noted deviations from best practices, and any additional recommendations to the Board of Supervisors.

The Chief Financial Officer shall use the actuarial valuation report as the basis for financial reporting in accordance with *generally accepted accounting principles*. The Chief Financial Officer should allocate the liability to participating agencies and enterprise or internal service funds to show their respective share of the long term pension liability. The Chief Financial Officer, at his discretion, may contract an external auditor to opine on the allocation of the liability to other agencies or segments of the governmental agency.

2. TRANSPARENCY IN GROWTH OF LIABILITY

The County Administrator shall evaluate opportunities and implement procedures to enhance transparency in collective bargaining on the employee and employer share of pension contributions, with the purpose of identifying clearly any significant financial impact of any proposed salary or benefit modification.

All future benefit modifications (including those that effect the key pension benefit factors of the defined benefit formula) for members and beneficiaries should be carefully considered and impacts of such proposed changes on the County's pension plan shall be evaluated by the County Administrator and the Chief Financial Officer (utilizing actuaries if required) and presented to the Board of Supervisors prior to adoption so the effect of the modifications can be understood and considered in relation to the plan's actuarial accrued liability, funded ratio, and contribution rate.

3. FUNDED STATUS

The target Funded Status is 100% (full funding) of the Actuarial Accrued Liability related the County's pension plans. The County's goal is to accumulate sufficient assets to fund all projected benefit payments.

4. FUNDING PENSION COST

a) ACTUARIALLY DETERMINED CONTRIBUTION (ADC)

The ADC is determined annually by the pension plan administrator CalPERS for subsequent fiscal years (for example: CalPERS Actuarial Valuation report as of June 30, 2016 determines 2018-19 required contributions). The County Administrator shall each year budget the Actuarially Determined Contribution to CalPERS and establish and maintain the necessary reserve to ensure that this obligation is met annually. The County will prioritize the funding of the ADC above the funding of any supplemental contributions.

b) PREPAYMENT OF ANNUAL REQUIRED CONTRIBUTION

The pension plan administrator (CalPERS) at times may provide an incentive (or discount) for the County to pay a full year of UAL contribution in advance at the beginning of the fiscal year, rather than remitting the contribution with each monthly period during the fiscal year.

The Chief Financial Officer shall prepare a financial analysis on an annual basis when a financial incentive is offered to make a prepayment of the UAL contribution to determine whether this is in the best interest of the County. The analysis should take into account the savings and cash flow impact from remitting the pension contribution in advance compared to any costs of borrowing or financing. This recommendation shall be submitted to the County Administrator as part of the County's recommended budget.

c) OPPORTUNITIES FOR SAVINGS

CalPERS applies an amortization period of up 30 years for the amortization of the Unfunded Accrued Liability (UAL) arising from each event (change in actuarial assumptions; investment gain/loss; change in benefit, etc.). Without any additional action, provided that the actuarial assumptions are accurate, the plan would move to a fully funded status within 30 years of the last event that created the liability. In line with industry best practices, CalPERS has recently revised its amortization policy to shorten the period for amortizing future actuarial gains and losses to 20 years, beginning from the actuarial report for June 30, 2019, and effective in 2021-22 for Yolo County.

CalPERS new amortization policy does not affect the current unfunded liabilities ($310 million as of 6/30/2018), which are still being amortized over 30 years. CalPERS has offered alternative 20-year and 15-year amortization schedules available for voluntarily election that would result in substantial long-term savings to the County ($49 million and $147 million respectively). As part of long-term financial planning, County staff should periodically evaluate the feasibility and cost-benefits of adopting one of these alternative amortization schedules and make appropriate recommendations to the Board of Supervisors.

d) PENSION FUNDING STABILIZATION PROGRAM

Although there is no legal requirement to make a pension contribution above the Actuarially Determined Contribution (ADC), the Board of Supervisors has determined that fulfilling its full pension obligation is a primary objective of the County and directed staff to establish safeguards to ensure that this obligation is met annually. As a result, based on staff research and recommendation, the Board has approved a formal pension funding stabilization program that is centered on the establishment of an irrevocable trust, hereafter referred to as Pension Trust.

As shown in Exhibit A, the Board of Supervisors has considered various options to addressing pension funding prior to adoption of this program.

5. PENSION TRUST

a) ESTABLISHMENT OF TRUST

The Chief Financial Officer shall establish a Section 115 Trust for the purpose of Pension Funding Stabilization. The Section 115 Trust, which is exempt from federal income taxes, will be the vehicle to accumulate assets for the sole purpose of pension funding, as authorized by the Board.

b) OBJECTIVE OF TRUST

The purpose of the pension trust is to accumulate assets incrementally in the long-run for the sole purpose of supplementing the County's effort to fulfill its pension funding obligation. To this purpose, the trust is maintained for the primary objective of bolstering the County's ability to pay the ADC; and the secondary objective of obtaining long-term savings that result from paying down the unfunded actuarial liability earlier.

c) MINIMUM BALANCE

The initial target balance for minimum level of the pension funding stabilization program will be sixty (60) days-worth (based on 360 days) of the County's required pension contributions (including normal cost and UAL) from the CalPERS funding valuation. The minimum balance will be calculated annually by the Chief Financial Officer. For the initial year (2018/19), this target would approximately be $3,730,000 for the Miscellaneous Plan and $1,415,000 for the Safety Plan for an aggregate Trust target balance of $5,145,000.

An illustration of projected future target balances based on the June 30, 2016 actuarial valuation is provided in Exhibit B of this policy. After the minimum target balance is achieved, it shall be maintained every year and shall be used to ensure sufficient funding for the actuarially determined contribution.

Balances accumulated above the minimum target balance for the trust shall be utilized to explore methods described above as *Opportunities for Savings* to further reduce the County's Unfunded Actuarial Liability, upon Board approval.

d) FUNDING TRUST

(1) INITIAL FUNDING

The Section 115 Trust shall initially be funded by the $800,000 Pension Reserve established in the 2017/18 Adopted Budget.

(2) ON-GOING FUNDING

To provide a dedicated on-going funding source for the Pension Trust, a supplemental pension charge will be applied to all departments as a percentage of basic salary. This charge will be set annually as part of the County budget process, and will be in the range 0.5% - 2.5%. The rate would initially be set at 1.0% for fiscal year 2018/19. However, a proposed ramp-up of funding of the trust is shown below:

- 2018/19 = 1.00%
- 2019/20 = 1.25%
- 2020/21 = 1.50%
- 2021/22 = 1.75%
- 2022/23 = 2.00%
- 2023/24 = 2.25%
- 2024/25 = 2.50%

An illustration of the accumulation effect of the ramp-up on the trust funding is shown in Exhibit C. According to this estimated ramp-up, the County is expected to achieve the minimum trust balance by the fourth year, in 2021-22.

(3) PREPAYMENT SAVINGS

During the annual budget process, the County Administrator shall provide a recommendation to the Board of Supervisors on the amount to transfer from savings generated by prepayment of annual contributions to the Pension Funding Stabilization Program based on consideration of available balances in the Internal Service Fund (refer to Section 7(a)).

e) INVESTING ASSETS

The Board of Supervisors delegates the plan administrator function to the County Treasurer (now Chief Financial Officer) who may contract with third party providers. The purpose of investing funds is to accumulate sufficient assets to implement this pension funding policy. Assets that are in the irrevocable Pension Trust are not subject to County Investment Policy and laws governing county treasury investments.

Pension trust assets should be invested to achieve an objective of capital preservation prior to the target balance being achieved. After the target balance has been achieved, the trust assets should be invested to achieve a return that matches the discount rate used by actuaries to determine the actuarial liability, and that is equivalent to the average return on the pension assets invested by CalPERS.

The Chief Financial Officer should regularly review and monitor the investment results. Annually the Plan Administrator shall assess and recommend any adjustments to the investment strategies to the Board of Supervisors.

f) WITHDRAWING ASSETS

Assets contributed to the Irrevocable Trust can only be withdrawn to pay pension costs of the pension plans listed above. The County's stated intention is to specifically reserve these assets to support the funding of the ADC and to reduce the unfunded actuarial liability. Therefore, these assets will be drawn on to provide pension rate stabilization during periods of fiscal distress.

The Chief Financial Officer shall request board approval prior to the withdrawal of assets from the trust. If assets are being withdrawn due to fiscal distress, some of the factors that should be considered in determining whether the County is in a period of fiscal distress are as follows:

- Uncertainty regarding ability to pay short term obligations on time.
- Ability to meet long term obligations including those from debt issuances, pension plans or other postemployment benefits is uncertain given the extent of obligations in comparison to available resources.
- Ability to maintain financial stability is impaired including reductions to credit rating, reliance on declining or unstable sources of revenue, and inability to raise revenues to support commitments.
- Ability to maintain services is not possible based on fiscal condition and the County is required to layoff personnel.

g) RESTORATION OF TRUST BALANCE

In the first year of funding, or after drawdown, the Pension Trust shall be funded or replenished to the target level within five fiscal years.

6. RECOVERING PENSION COSTS

Pension costs including the normal cost and the monthly (or annual if prepaid) UAL contribution to CalPERS will be translated to a percentage of payroll. The employer contribution of pension cost will be charged as a percentage of payroll as calculated by CalPERS in the annual actuarial report consistent with the employee's specific benefit plan. Similarly, any supplemental funding to the Pension Trust will be charged to County departments and programs as a percentage of payroll.

7. ACCOUNTING FOR PENSION COSTS

a. INTERNAL SERVICE FUND

The Chief Financial Officer shall create a Pension Internal Service Fund to record the following:

- Pension contributions deducted from Payroll
- Contributions paid to CalPERS and to the Pension Trust.
- Transactions related to prepayment of UAL contributions.
- UAL contributions from other plan participants (e.g. Yolo Superior Court).

Beside the normal transactions that are authorized by the Board of Supervisors or the County Administrator, the Pension Internal Service fund will hold any savings realized through investment or prepayment until recommendation by the County Administrator through the budget process.

b. PENSION TRUST FUND

The Chief Financial Officer shall create a Pension Trust fund in the accounting and financial reporting system. The fund will track all of the assets, investment gains, and losses and other activities of the Section 115 Pension Rate Stabilization Trust. All assets of the Pension Trust shall be restricted to the purpose of funding pension obligations.

The Chief Financial Officer shall report annually to the Board of Supervisors on the financial condition and performance of the Pension Trust Fund, within six months of fiscal year end. Such report shall include appropriate recommendations regarding the investment and use of assets to achieve the purpose of the Trust.

Exhibit A – Pension Funding Stabilization Options

COUNTY OF YOLO

Pension Funding Stabilization Options

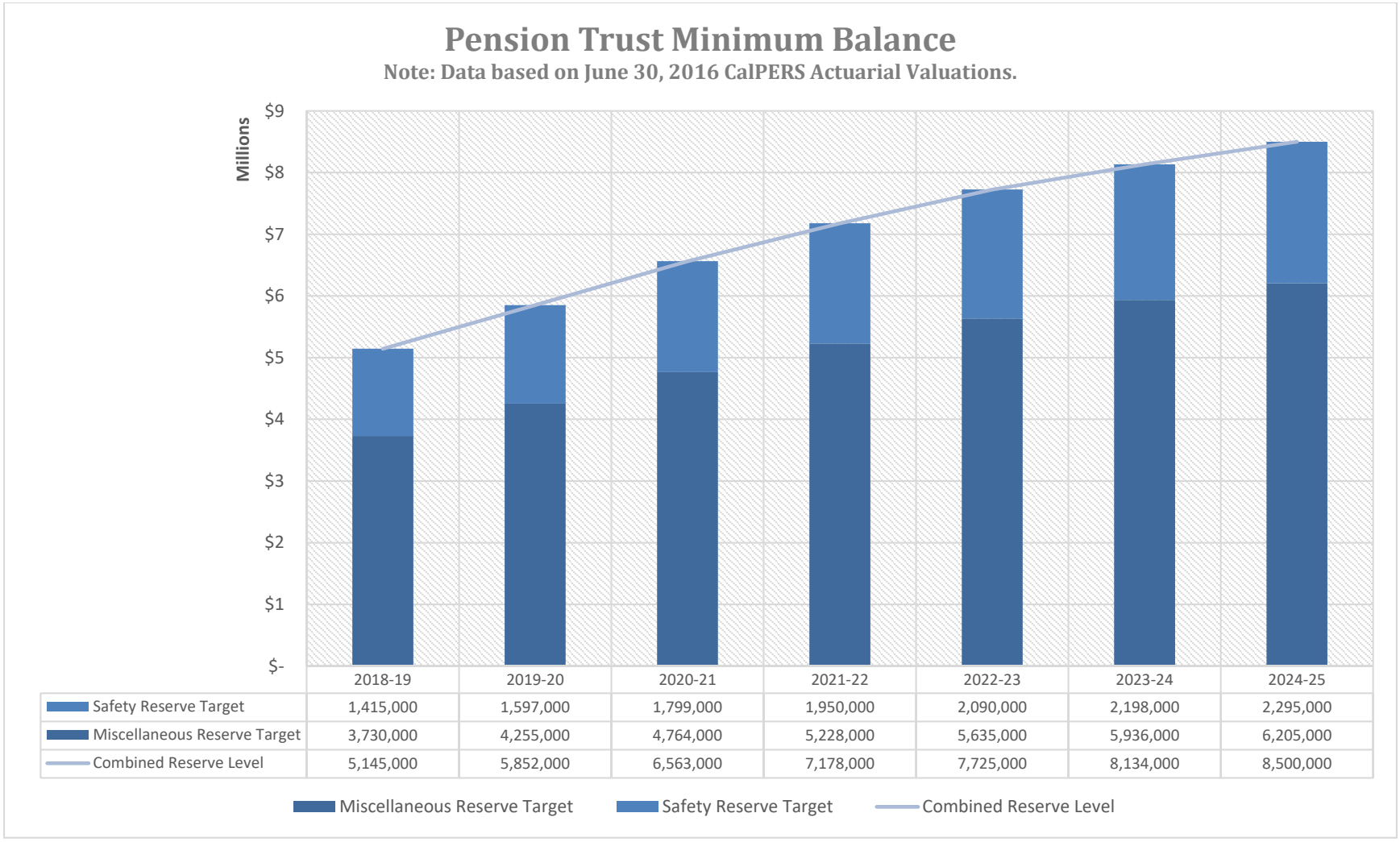
(Listed in increasing degree of commitment)

	Funding Stabilization Options	Definition of Option	Advantages of Option	Disadvantages of Option	Chargeable to Grants	Reduce Contribution Rates	Reduce Pension Liability
1	Accounting Reserve	Reservation of fund balance by Board of Supervisors to be used toward pension liability.	✓ Reserve level can be adjusted up or down by Board to respond to unforeseen circumstances. ✓ Withdrawal can be made to supplement contributions. ✓ Easiest option to implement	✓ Assets would not be invested long-term and therefore would not keep up with inflation. ✓ Undisciplined saving since reserve is susceptible to changing organizational priorities.	No	No	No
2	Discretionary Contributions (to CalPERS)	Additional lump sum contributions made to the pension plan as cash flows allow.	✓ Provides flexibility since contributions can be made whenever cash is available. ✓ No long term commitment in relation to other options.	✓ Undisciplined approach to reducing liability. ✓ May require buy-in or method to address other employers in the pension plan. ✓ Costs must be allocated cost centers for claim purposes.	May be	Yes, delayed	Yes
3	Prepayment of Annual Contributions	Prepay the required contributions in a lump sum to CalPERS by July 15th rather than bi-weekly for the entire fiscal year to take advantage of discount	✓ Reduces amount payable annually to CalPERS ✓ For FY16/17 potential $1 million premium saving for a net cash saving of about $900K.	✓ Requires County to find $24 million by July 15th to make contribution. ✓ May require buy-in from other employers in the pension plan. ✓ Is mainly a cash saving mechanism; must direct saving toward pension funding.	Yes	No	No
4	Section 115 Trust	Open an irrevocable trust account for additional contributions which are invested similar to the OPEB trust to provide a mechanism for pension contribution stabilization.	✓ Local control of assets and can be used to offset future contribution increases ✓ Likely higher returns since assets invested by trustee outside of county treasury. ✓ Positive effect on credit rating. ✓ Don't need buy-in from other employers in plan. ✓ Could reduce pension liability on financial statements	✓ Assets are restricted to pension funding. ✓ Assets would not be included by CalPERS in their funding valuations to determine future contributions ✓ Risk of market volatility and underperforming investments in relation to CalPERS ✓ Additional cost and effort to administer. ✓ Discipline plan required.	Yes	No	Yes
5	Alternative Amortization Schedule as offered by CalPERS	Refinancing of the net pension liability to amortize and pay off liability over a shorter time period, at a level rate. 15-year or 20-year amortization instead of 30.	✓ Quickest way to reduce unfunded liabilities. ✓ Substantial long term savings of interest on pension liability (Total $18 million for 20-yr option; $86 million for 15-yr option) ✓ Reduces negative amortization as keeps contribution percentage level and eliminates ramp up/down.	✓ Increased annual budgetary burden due to accelerated payments (Add'l $1.7 million for 20-yr option; $5.1 million for 15-yr) ✓ No flexibility to change once alternative amortization base has been selected. ✓ Would affect other employers in the Misc. Plan require their agreement.	Yes	No	Yes

S:\AUD\Financial Leadership\Pension funding

Presented at November 22, 2016 Board Meeting

Exhibit B – Projection of Target Balance of Trust

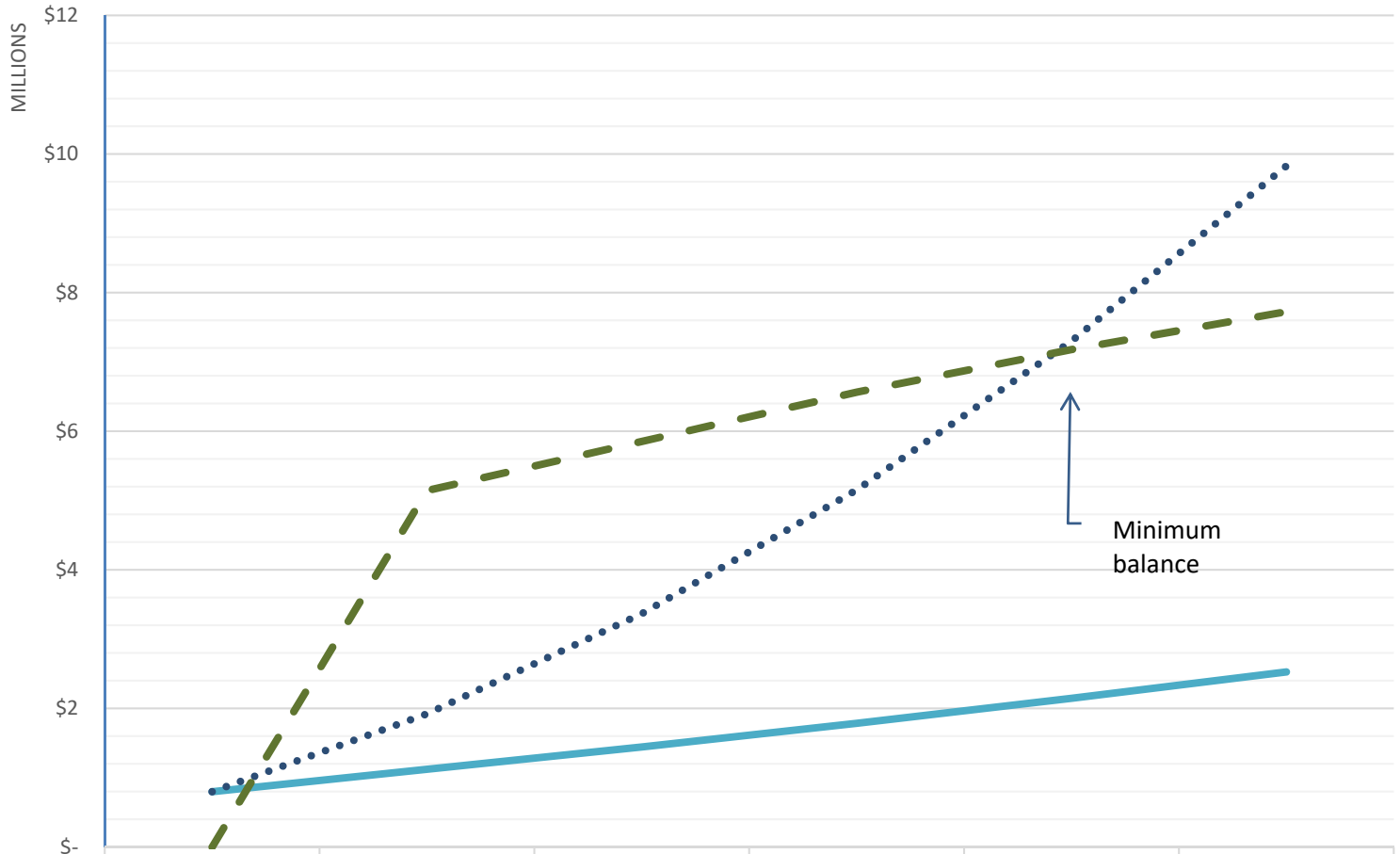


	2018-19	2019-20	2020-21	2021-22	2022-23	2023-24	2024-25
Safety Reserve Target	1,415,000	1,597,000	1,799,000	1,950,000	2,090,000	2,198,000	2,295,000
Miscellaneous Reserve Target	3,730,000	4,255,000	4,764,000	5,228,000	5,635,000	5,936,000	6,205,000
Combined Reserve Level	5,145,000	5,852,000	6,563,000	7,178,000	7,725,000	8,134,000	8,500,000

Exhibit C – Proposed Pension Funding Ramp-up

Pension Funding Policy Proposed Ramp-up

Note: The chart looks forward 5 years in accordance with the policy to ensure that the reserve target will be achieved.



	2017-18	2018-19	2019-20	2020-21	2021-22	2022-23
Supplemental Rate	0.000%	1.000%	1.250%	1.500%	1.750%	2.000%
Trust Contribution	800,000	1,122,346	1,445,020	1,786,045	2,146,231	2,526,421
Cumulative Balance	800,000	1,922,346	3,367,366	5,153,411	7,299,642	9,826,063
Reserve Target	-	5,145,000	5,852,000	6,563,000	7,178,000	7,725,000

California Public Employees' Retirement System
Actuarial Office
400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744
888 CalPERS (or **888**-225-7377) | TTY: (877) 249-7442 | **www.calpers.ca.gov**

July 2022

Miscellaneous Plan of the County of Yolo (CalPERS ID: 6380137448)
Annual Valuation Report as of June 30, 2021

Dear Employer,

Attached to this letter, you will find the June 30, 2021 actuarial valuation report for the rate plan noted above. Provided in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2023-24. In addition, the report also contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration (board) adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution requirements as needed. This valuation is based on an investment return assumption of 6.8%, which was adopted by the board in November 2021. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021.

Required Contributions

The table below shows the minimum required employer contributions and the PEPRA member rate for FY 2023-24 along with an estimate of the required contribution for FY 2024-25. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability	PEPRA Member Rate
2023-24	10.40%	$23,754,643	7.50%
Projected Results			
2024-25	*10.2%*	*$23,820,000*	*TBD*

The actual investment return for FY 2021-22 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 6.8%. *To the extent the actual investment return for FY 2021-22 differs from 6.8%, the actual contribution requirements for FY 2024-25 will differ from those shown above.* For additional details regarding the assumptions and methods used for these projections, please refer to the "Projected Employer Contributions" in the "Highlights and Executive Summary" section. This section also contains projected required contributions through FY *2028-29*.

Changes from Previous **Year's Valuation**s

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for FY 2020-21. Since the return exceeded the 7.00% discount rate sufficiently, the CalPERS Funding Risk Mitigation policy allows CalPERS to use a portion of the investment gain to offset the cost of reducing the expected volatility of future investment returns. Based on the thresholds specified in the policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate of 0.20%, from 7.00% to 6.80%.

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for public agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new strategic asset allocation as part of its Asset Liability Management process. The new

asset allocation, along with the new capital market assumptions and economic assumptions, support a discount rate of 6.80%. This includes a reduction in the price inflation assumption from 2.50% to 2.30%.

Besides the above noted changes, there may also be changes specific to the plan such as contract amendments and funding changes.

Further descriptions of general changes are included in the "Highlights and Executive Summary" section and in Appendix A, "Actuarial Methods and Assumptions." The effects of the changes on the required contributions are included in the "Reconciliation of Required Employer Contributions" section.

Questions

We understand that you might have questions about these results, and the plan actuary whose signature is on the valuation report is available to discuss. If you have other questions, you may call the Customer Contact Center at (888)-CalPERS or (888-225-7377).

Sincerely,

SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA
Chief Actuary, CalPERS



Actuarial Valuation
as of June 30, 2021

for the
Miscellaneous Plan
of the
County of Yolo

(CalPERS ID: 6380137448)
(Rate Plan ID: 425)

Required Contributions
for Fiscal Year
July 1, 2023 – June 30, 2024

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Actuarial Certification

To the best of our knowledge, this report is complete and accurate and contains sufficient information to disclose, fully and fairly, the funded condition of the Miscellaneous Plan of the County of Yolo and satisfies the actuarial valuation requirements of Government Code section 7504. This valuation is based on the member and financial data as of June 30, 2021 provided by the various CalPERS databases and the benefits under this plan with CalPERS as of the date this report was produced. It is our opinion that the valuation has been performed in accordance with generally accepted actuarial principles, in accordance with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for this plan, as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.



MAY SHUANG YU, ASA, MAAA
Senior Pension Actuary, CalPERS

Highlights and Executive Summary

- Introduction
- Purpose of the Report
- Required Contributions
- Additional Discretionary Employer Contributions
- **Plan's** Funded Status
- Projected Employer Contributions
- Cost
- Changes Since the Prior Year**'s Valuation**
- Subsequent Events

Introduction

This report presents the results of the June 30, 2021 actuarial valuation of the Miscellaneous Plan of the County of Yolo of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the minimum required employer contributions for fiscal year (FY) 2023-24.

Purpose of the Report

The actuarial valuation was prepared by the CalPERS Actuarial Office using data as of June 30, 2021. The purpose of the report is to:

- Set forth the assets and accrued liabilities of this plan as of June 30, 2021;
- Determine the minimum required employer contributions for the FY July 1, 2023 through June 30, 2024;
- Provide actuarial information as of June 30, 2021 to the CalPERS Board of Administration (board) and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for an Agent Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available from CalPERS and details for ordering are available on the CalPERS website (www.calpers.ca.gov).

The measurements shown in this actuarial valuation may not be applicable for other purposes. The agency should contact the plan actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; changes in plan provisions or applicable law; and differences between the required contributions determined by the valuation and the actual contributions made by the agency.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates 5.8% and 7.8%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.

Required Contributions

Required Employer Contributions	Fiscal Year 2023-24
Employer Normal Cost Rate	10.40%
Plus	
Required Payment on Amortization Bases	$23,754,643
Paid either as	
1) Monthly Payment	$1,979,554
Or	
2) Annual Prepayment Option*	$22,985,972
Required PEPRA Member Contribution Rate	7.50%

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).

** Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).*

For additional detail regarding the determination of the required contribution for PEPRA members, see "PEPRA Member Contribution Rates" in the "Liabilities and Contributions" section. Required member contributions for Classic members can be found in Appendix B.

	Fiscal Year 2022-23	Fiscal Year 2023-24
Normal Cost Contribution as a Percentage of Payroll		
Total Normal Cost	16.80%	18.09%
Employee Contribution[1]	7.38%	7.69%
Employer Normal Cost[2]	9.42%	10.40%
Projected Annual Payroll for Contribution Year	$104,610,283	$107,141,375
Estimated Employer Contributions Based On Projected Payroll		
Total Normal Cost	$17,574,528	$19,381,875
Employee Contribution	7,720,239	8,239,172
Employer Normal Cost	9,854,289	11,142,703
Unfunded Liability Contribution	24,342,547	23,754,643
% of Projected Payroll (illustrative only)	23.27%	22.17%
Estimated Total Employer Contribution	$34,196,836	$34,897,346
% of Projected Payroll (illustrative only)	32.69%	32.57%

[1] For classic members, this is the percentage specified in the Public Employees' Retirement Law, net of any reduction from the use of a modified formula or other factors. For PEPRA members, the member contribution rate is based on 50% of the normal cost. A development of PEPRA member contribution rates can be found in the "Liabilities and Contributions" section. Employee cost sharing is not shown in this report.

[2] The Employer Normal Cost is a blended rate for all benefit groups in the plan. For a breakout of normal cost by benefit group, see "Normal Cost by Benefit Group" in the "Liabilities and Contributions" section.

Additional Discretionary Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for FY 2023-24 is $23,754,643. CalPERS allows agencies to make additional discretionary payments (ADPs) at any time and in any amount. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Agencies can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during FY 2023-24 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see the "Amortization Schedule and Alternatives" section of the report.

Agencies considering making an ADP should contact CalPERS for additional information.

Minimum Required Employer Contribution for Fiscal Year 2023-24

Estimated Normal Cost	Minimum UAL Payment	ADP	Total UAL Contribution	Estimated Total Contribution
$11,142,703	$23,754,643	$0	$23,754,643	$34,897,346

Alternative Fiscal Year 2023-24 Employer Contributions for Greater UAL Reduction

Funding Target	Estimated Normal Cost	Minimum UAL Payment	ADP[1]	Total UAL Contribution	Estimated Total Contribution
10 years	$11,142,703	$23,754,643	$2,839,681	$26,594,324	$37,737,027
5 years	$11,142,703	$23,754,643	$21,979,274	$45,733,917	$56,876,620

[1] The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount shown to have the same effect on the UAL amortization.

Note that the calculations above are based on the projected Unfunded Accrued Liability as of June 30, 2023 as determined in the June 30, 2021 actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions, and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

Plan's Funded Status

	June 30, 2020	June 30, 2021
1. Present Value of Projected Benefits	$963,060,370	$1,036,162,479
2. Entry Age Accrued Liability	821,817,657	873,682,657
3. Market Value of Assets (MVA)	538,969,551	659,854,546
4. Unfunded Accrued Liability (UAL) [(2) – (3)]	$282,848,106	$213,828,111
5. Funded Ratio [(3) / (2)]	65.6%	75.5%

The UAL and funded ratio are assessments of the need for future employer contributions based on the actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. The funded ratio, on the other hand, is a relative measure of funded status that allows for comparison between plans of different sizes. For measures of funded status that are appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. In particular, the investment return beginning with FY 2021-22 is assumed to be 6.80% per year, net of investment and administrative expenses. Actual contribution rates during this projection period could be significantly higher or lower than the projection shown below. The projected normal cost percentages below reflect that the normal cost will continue to decline over time as new employees are hired into lower cost benefit tiers. Future contribution requirements may differ significantly from those shown below. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2021-22 and Beyond)				
Fiscal Year	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Normal Cost %	10.40%	10.2%	10.0%	9.9%	9.7%	9.5%
UAL Payment	$23,754,643	$23,820,000	$21,284,000	$20,864,000	$19,985,000	$18,919,000
*Total as a % of Payroll**	*32.57%*	*31.8%*	*28.8%*	*27.8%*	*26.4%*	*24.9%*
Projected Payroll	*$107,141,375*	*$110,141,333*	*$113,225,290*	*$116,395,599*	*$119,654,675*	*$123,005,006*

*Illustrative only and based on the projected payroll shown.

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large increase in UAL, the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section. Our online pension plan projection tool, Pension Outlook, is available in the Employers section of the CalPERS website. Pension Outlook can help plan and budget pension costs under various scenarios.

Cost

Actuarial Determination of Plan Cost

Contributions to fund the plan are comprised of two components:

- Normal Cost, expressed as a percentage of total active payroll
- Amortization of the Unfunded Accrued Liability (UAL), expressed as a dollar amount

For fiscal years prior to 2017-18, the Amortization of UAL component was expressed as a percentage of total active payroll. Starting with FY 2017-18, the Amortization of UAL component is expressed as a dollar amount and invoiced on a monthly basis. There is an option to prepay this amount during July of each fiscal year.

The Normal Cost component is expressed as a percentage of active payroll with employer and employee contributions payable as part of the regular payroll reporting process.

The determination of both components requires complex actuarial calculations. The calculations are based on a set of actuarial assumptions which can be divided into two categories:

- Demographic assumptions (e.g., mortality rates, retirement rates, employment termination rates, disability rates)
- Economic assumptions (e.g., future investment earnings, inflation, salary growth rates)

These assumptions reflect CalPERS' best estimate of future experience of the plan and are long term in nature. We recognize that all assumptions will not be realized in any given year. For example, the investment earnings at CalPERS have averaged 6.9% over the 20 years ending June 30, 2021, yet individual fiscal year returns have ranged from -23.6% to +21.3%. In addition, CalPERS reviews all actuarial assumptions by conducting in-depth experience studies every four years, with the most recent experience study completed in 2021.

Changes Since the Prior **Year's** Valuation

Benefits

The standard actuarial practice at CalPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. Voluntary benefit changes by plan amendment are generally included in the first valuation that is prepared after the amendment becomes effective, even if the valuation date is prior to the effective date of the amendment.

This valuation generally reflects plan changes by amendments effective before the date of the report. Please refer to the "Plan's Major Benefit Options" and Appendix B for a summary of the plan provisions used in this valuation. The effect of any mandated benefit changes or plan amendments on the unfunded liability is shown in the "(Gain) / Loss Analysis 6/30/20 – 6/30/21" and the effect on the employer contribution is shown in the "Reconciliation of Required Employer Contributions." It should be noted that no change in liability or contribution is shown for any plan changes which were already included in the prior year's valuation.

Actuarial Methods and Assumptions

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumptions for Public Agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new asset portfolio as part of its Asset Liability Management process. The new asset mix supports a 6.80% discount rate, which reflects a change in the price inflation assumption to 2.30%.

Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2021. Changes subsequent to that date are not reflected. Investment returns below the assumed rate of return may increase future required contributions while investment returns above the assumed rate of return may decrease future required contributions.

The projected employer contributions on Page 6 are calculated under the assumption that the discount rate remains at 6.8% going forward and that the realized rate of return on assets for FY 2021-22 is 6.8%.

This actuarial valuation report reflects statutory changes, regulatory changes, and board actions through January 2022. Any subsequent changes or actions are not reflected.

Assets

- Reconciliation of the Market Value of Assets
- Asset Allocation
- CalPERS History of Investment Returns

Reconciliation of the Market Value of Assets

1.	Market Value of Assets as of 6/30/20 including Receivables	$538,969,551
2.	Change in Receivables for Service Buybacks	(136,027)
3.	Employer Contributions	31,150,762
4.	Employee Contributions	7,371,507
5.	Benefit Payments to Retirees and Beneficiaries	(41,430,382)
6.	Refunds	(221,077)
7.	Transfers	(686)
8.	Service Credit Purchase (SCP) Payments and Interest	231,586
9.	Administrative Expenses	(681,992)
10.	Miscellaneous Adjustments	0
11.	Investment Return (Net of Investment Expenses)	124,601,303
12.	Market Value of Assets as of 6/30/21 including Receivables	$659,854,546

Asset Allocation

CalPERS adheres to an Asset Allocation Strategy which establishes asset class allocation policy targets and ranges and manages those asset class allocations within their policy ranges. CalPERS Investment Belief No. 6 recognizes that strategic asset allocation is the dominant determinant of portfolio risk and return.

The asset allocation shown below reflects the allocation of the Public Employees' Retirement Fund (PERF) in its entirety as of June 30, 2021. The assets for County of Yolo Miscellaneous Plan are part of the PERF and are invested accordingly.

Asset Class	Current Allocation as of 6/30/2021	Policy Target Allocation as of 6/30/2021
Public Equity	51.4%	50.0%
Private Equity	8.3%	8.0%
Global Fixed Income	29.8%	28.0%
Real Assets	9.6%	13.0%
Liquidity	1.0%	1.0%
Total Fund Level Portfolios	2.5%	0.0%
Trust Level Financing	(2.6%)	0.0%
Total Fund	100.0%	100.0%

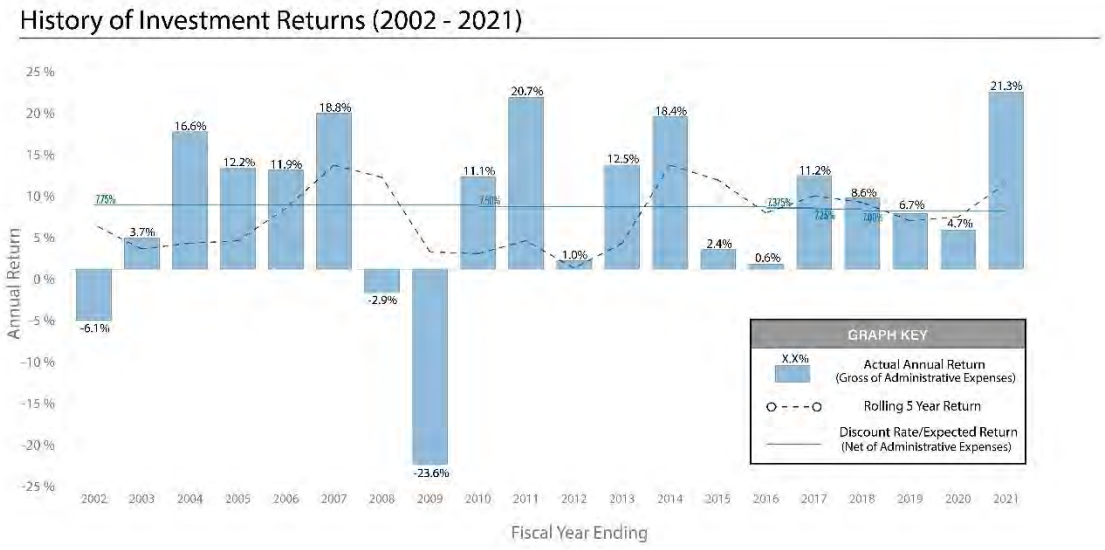
On November 17, 2021, the board adopted changes to the strategic asset allocation as shown in the Policy Target Allocation below expressed as a percentage of total assets.

Strategic Asset Allocation Policy Targets

Asset Class	Policy Target Allocation effective 11/17/2021
Global Equity Cap-weighted	30.0%
Global Equity Non-cap-weighted	12.0%
Private Equity	13.0%
Private Debt	5.0%
Emerging Market Sovereign Bonds	5.0%
High Yield Bonds	5.0%
Investment Grade Corporates	10.0%
Mortgage-backed Securities	5.0%
Treasuries	5.0%
Real Assets	15.0%
Leverage	(5.0%)
Total Fund	100.0%

CalPERS History of Investment Returns

The following is a chart with the 20-year historical annual returns of the PERF for each fiscal year ending on June 30 as reported by the Investment Office. Investment returns reported are net of investment expenses but without reduction for administrative expenses. The assumed rate of return, however, is net of both investment and administrative expenses. The Investment Office uses a three-month lag on private assets for investment performance reporting purposes. This can lead to a timing difference in the returns below and those used for financial reporting purposes. The investment gain or loss calculation in this report relies on assets that have been audited and are appropriate for financial reporting. Because of these differences, it is possible for the Investment Office to report a return higher than the discount rate while the rate plan experiences an investment loss, or a return lower than the discount rate while the rate plan experiences an investment gain.



The table below shows annualized investment returns of the PERF for various time periods ending on June 30, 2021 (figures reported are net of investment expenses but without reduction for administrative expenses). These returns are the annual rates that if compounded over the indicated number of years would equate to the actual time-weighted investment performance of the PERF. It should be recognized that in any given year the rate of return is volatile. The portfolio has an expected volatility of 12.0% per year based on the most recent Asset Liability Management study. The realized volatility is a measure of the risk of the portfolio expressed as the standard deviation of the fund's total monthly return distribution, expressed as an annual percentage. Due to their volatile nature, when looking at investment returns, it is more instructive to look at returns over longer time horizons.

History of CalPERS Compound Annual Rates of Return and Volatilities					
	1 year	5 year	10 year	20 year	30 year
Compound Annual Return	21.3%	10.3%	8.5%	6.9%	8.4%
Realized Volatility	–	7.3%	7.2%	8.5%	8.5%

Liabilities and Contributions

- Development of Accrued and Unfunded Liabilities
- (Gain) / Loss Analysis 6/30/20 - 6/30/21
- Schedule of Amortization Bases
- Amortization Schedule and Alternatives
- Reconciliation of Required Employer Contributions
- Employer Contribution History
- Funding History
- Normal Cost by Benefit Group
- PEPRA Member Contribution Rates

Development of Accrued and Unfunded Liabilities

	June 30, 2020	June 30, 2021
1. Present Value of Projected Benefits		
a) Active Members	$404,264,325	$447,150,644
b) Transferred Members	47,853,718	53,543,682
c) Terminated Members	22,009,941	25,732,738
d) Members and Beneficiaries Receiving Payments	488,932,386	509,735,415
e) Total	$963,060,370	$1,036,162,479
2. Present Value of Future Employer Normal Costs	$76,388,349	$93,901,492
3. Present Value of Future Employee Contributions	$64,854,364	$68,578,330
4. Entry Age Accrued Liability		
a) Active Members [(1a) - (2) - (3)]	$263,021,612	$284,670,822
b) Transferred Members (1b)	47,853,718	53,543,682
c) Terminated Members (1c)	22,009,941	25,732,738
d) Members and Beneficiaries Receiving Payments (1d)	488,932,386	509,735,415
e) Total	$821,817,657	$873,682,657
5. Market Value of Assets (MVA)	$538,969,551	$659,854,546
6. Unfunded Accrued Liability (UAL) [(4e) - (5)]	$282,848,106	$213,828,111
7. Funded Ratio [(5) / (4e)]	65.6%	75.5%

(Gain)/Loss Analysis 6/30/20 – 6/30/21

To calculate the cost requirements of the plan, assumptions are made about future events that affect the amount and timing of benefits to be paid and assets to be accumulated. Each year, actual experience is compared to the expected experience based on the actuarial assumptions. This results in actuarial gains or losses, as shown below.

1.	**Total (Gain)/Loss for the Year**	
a)	Unfunded Accrued Liability (UAL) as of 6/30/20	$282,848,106
b)	Expected Payment on the UAL during 2020-21	21,752,676
c)	Interest through 6/30/21 [.07 x (1a) - ((1.07)^{½} - 1) x (1b)]	19,050,900
d)	Expected UAL before all other changes [(1a) - (1b) + (1c)]	280,146,330
e)	Change due to plan changes	0
f)	Change due to AL Significant Increase	0
g)	Change due to assumption change	3,824,440
h)	Change due to method change	0
i)	Change due to Funding Risk Mitigation	20,573,364
j)	Expected UAL after all other changes [(1d) + (1e) + (1f) + (1g) + (1h) + (1i)]	304,544,134
k)	Actual UAL as of 6/30/21	213,828,111
l)	Total (Gain)/Loss for 2020-21 [(1k) - (1j)]	($90,716,023)
2.	**Investment (Gain)/Loss for the Year**	
a)	Market Value of Assets as of 6/30/20	$538,969,551
b)	Prior Fiscal Year Receivables	(944,485)
c)	Current Fiscal Year Receivables	808,458
d)	Contributions Received	38,522,270
e)	Benefits and Refunds Paid	(41,651,459)
f)	Transfers, SCP Payments and Interest, and Miscellaneous Adjustments	230,900
g)	Expected Return at 7% per year	38,148,569
h)	Expected Assets as of 6/30/21 [(2a) + (2b) + (2c) + (2d) + (2e) + (2f) + (2g)]	574,083,804
i)	Actual Market Value of Assets as of 6/30/21	659,854,546
j)	Investment (Gain)/Loss [(2h) - (2i)]	($85,770,741)
3.	**Non-Investment (Gain)/Loss for the Year**	
a)	Total (Gain)/Loss (1l)	($90,716,023)
b)	Investment (Gain)/Loss (2j)	(85,770,741)
c)	Non-Investment (Gain)/Loss [(3a) - (3b)]	($4,945,282)

Schedule of Amortization Bases

Below is the schedule of the plan's amortization bases. Note that there is a two-year lag between the valuation date and the start of the contribution year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2021.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2023-24.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment on the UAL for a fiscal year is equal to the Expected Employer Contribution for the fiscal year minus the Expected Normal Cost for the year. The Employer Contribution for the first fiscal year is determined by the actuarial valuation two years ago and the contribution for the second year is from the actuarial valuation one year ago. Additional discretionary payments are reflected in the Expected Payments column in the fiscal year they were made by the agency.

Reason for Base	Date Est.	Ramp Level 2023-24	Ramp Shape	Escala-tion Rate	Amort. Period	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Minimum Required Payment 2023-24
Assumption Change	6/30/03	No Ramp		2.80%	2	6,703,531	1,840,317	5,257,512	1,890,926	3,660,863	1,927,743
Method Change	6/30/04	No Ramp		2.80%	3	(674,118)	(150,990)	(563,919)	(155,142)	(441,935)	(158,085)
Benefit Change	6/30/07	No Ramp		2.80%	5	8,855,532	1,472,952	7,935,499	1,513,458	6,911,044	1,539,511
Assumption Change	6/30/09	No Ramp		2.80%	8	14,922,071	1,839,886	14,035,358	1,890,483	13,036,060	1,917,369
Golden Handshake	6/30/09	No Ramp		2.80%	8	117,515	14,490	110,531	14,888	102,661	15,100
Special (Gain)/Loss	6/30/09	No Ramp		2.80%	18	17,272,521	1,277,733	17,126,591	1,312,871	16,934,425	1,318,907
Golden Handshake	6/30/10	No Ramp		2.80%	9	4,643,189	530,352	4,410,838	544,937	4,147,615	552,137
Special (Gain)/Loss	6/30/10	No Ramp		2.80%	19	14,597,713	1,046,589	14,508,770	1,075,370	14,384,035	1,079,357
Assumption Change	6/30/11	No Ramp		2.80%	10	10,131,574	1,080,826	9,703,551	1,110,549	9,215,706	1,124,110
Golden Handshake	6/30/11	No Ramp		2.80%	10	91,593	9,771	87,724	10,040	83,313	10,162
Special (Gain)/Loss	6/30/11	No Ramp		2.80%	20	(4,818,648)	(335,546)	(4,799,549)	(344,773)	(4,769,616)	(345,749)
(Gain)/Loss	6/30/12	No Ramp		2.80%	21	29,081,371	1,970,687	29,022,316	2,024,881	28,903,239	2,028,869
Payment (Gain)/Loss	6/30/12	No Ramp		2.80%	21	(2,174,718)	(147,369)	(2,170,302)	(151,422)	(2,161,397)	(151,720)
(Gain)/Loss	6/30/13	100%	Up/Down	2.80%	22	74,642,127	5,203,634	74,340,144	5,346,733	73,869,741	5,361,637
(Gain)/Loss	6/30/14	100%	Up/Down	2.80%	23	(58,106,832)	(3,941,792)	(57,984,488)	(4,050,192)	(57,741,799)	(4,058,010)
Assumption Change	6/30/14	100%	Up/Down	2.80%	13	31,970,009	3,214,777	30,821,688	3,303,184	29,503,917	3,339,787
(Gain)/Loss	6/30/15	100%	Up/Down	2.80%	24	36,231,801	2,395,896	36,219,547	2,461,783	36,138,369	2,464,460
(Gain)/Loss	6/30/16	100%	Up/Down	2.80%	25	32,471,068	4,395,771	30,136,331	2,171,443	29,941,544	1,985,218
Assumption Change	6/30/16	100%	Up/Down	2.80%	15	13,148,674	967,515	13,042,914	1,242,652	12,645,625	1,254,057
Assumption Change	6/30/17	100%	Up/Down	2.80%	16	15,544,769	846,333	15,727,178	1,159,476	15,598,376	1,461,378

Schedule of Amortization Bases (continued)

Reason for Base	Date Est.	Ramp Level 2023-24	Ramp Shape	Escala-tion Rate	Amort. Period	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Minimum Required Payment 2023-24
(Gain)/Loss	6/30/17	100%	Up/Down	2.80%	26	(20,420,162)	(802,485)	(20,979,412)	(1,099,404)	(21,269,843)	(1,373,577)
(Gain)/Loss	6/30/18	80%	Up/Down	2.80%	27	(2,907,365)	(77,283)	(3,025,198)	(119,112)	(3,107,816)	(158,571)
Assumption Change	6/30/18	80%	Up/Down	2.80%	17	25,445,810	927,892	26,217,204	1,430,114	26,522,036	1,920,479
Method Change	6/30/18	80%	Up/Down	2.80%	17	7,549,576	275,298	7,778,443	424,304	7,868,884	569,791
Investment (Gain)/Loss	6/30/19	60%	Up Only	0.00%	18	2,588,923	56,604	2,706,473	113,208	2,773,519	166,762
Non-Investment (Gain)/Loss	6/30/19	No Ramp		0.00%	18	6,972,943	636,303	6,789,522	636,303	6,593,628	625,153
Investment (Gain)/Loss	6/30/20	40%	Up Only	0.00%	19	13,512,089	0	14,430,911	316,108	15,085,534	620,125
Non-Investment (Gain)/Loss	6/30/20	No Ramp		0.00%	19	2,753,774	0	2,941,031	268,881	2,863,148	264,047
Assumption Change	6/30/21	No Ramp		0.00%	20	3,824,440	(669,137)	4,776,015	(687,873)	5,811,660	522,605
Net Investment (Gain)	6/30/21	20%	Up Only	0.00%	20	(63,676,365)	0	(68,006,358)	0	(72,630,790)	(1,561,177)
Non-Investment (Gain)/Loss	6/30/21	No Ramp		0.00%	20	(4,945,282)	0	(5,281,561)	0	(5,640,707)	(507,232)
Risk Mitigation	6/30/21	No Ramp		0.00%	1	20,573,364	(800,937)	22,800,074	(823,363)	25,201,376	26,044,132
Risk Mitigation Offset	6/30/21	No Ramp		0.00%	1	(22,094,376)	0	(23,596,794)	0	(25,201,376)	(26,044,132)
Total						213,828,111	23,078,087	204,518,584	22,831,311	194,831,039	23,754,643

Amortization Schedule and Alternatives

The amortization schedule on the previous page shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a Fresh Start, please contact the plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

Amortization Schedule and Alternatives (continued)

	Current Amortization Schedule		Alternative Schedules			
			15 Year Amortization		10 Year Amortization	
Date	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2023	194,831,039	23,754,643	194,831,039	20,438,491	194,831,039	26,594,324
6/30/2024	183,530,532	23,819,844	186,957,578	20,438,491	180,595,889	26,594,324
6/30/2025	171,394,207	21,283,891	178,548,722	20,438,491	165,392,749	26,594,324
6/30/2026	161,053,370	20,863,767	169,568,063	20,438,490	149,155,795	26,594,324
6/30/2027	150,443,530	19,985,110	159,976,721	20,438,491	131,814,728	26,594,324
6/30/2028	140,020,260	18,919,280	149,733,166	20,438,490	113,294,469	26,594,324
6/30/2029	129,989,679	19,591,065	138,793,051	20,438,490	93,514,832	26,594,324
6/30/2030	118,582,770	20,281,663	127,109,008	20,438,491	72,390,180	26,594,324
6/30/2031	105,686,500	18,581,377	114,630,449	20,438,491	49,829,051	26,594,324
6/30/2032	93,670,430	17,679,356	101,303,348	20,438,490	25,733,766	26,594,325
6/30/2033	81,769,449	15,941,002	87,070,005	20,438,491		
6/30/2034	70,855,690	15,284,503	71,868,794	20,438,490		
6/30/2035	59,878,247	14,167,660	55,633,901	20,438,490		
6/30/2036	49,308,528	12,080,868	38,295,036	20,438,491		
6/30/2037	40,176,646	10,845,351	19,777,127	20,438,491		
6/30/2038	31,700,632	9,527,197				
6/30/2039	24,010,480	8,512,900				
6/30/2040	16,845,613	7,897,744				
6/30/2041	9,829,263	3,426,878				
6/30/2042	6,956,178	7,188,799				
6/30/2043						
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
6/30/2050						
6/30/2051						
6/30/2052						
Total		309,632,898		306,577,359		265,943,241
Interest Paid		114,801,859		111,746,320		71,112,202
Estimated Savings				3,055,539		43,689,657

Reconciliation of Required Employer Contributions

Normal Cost (% of Payroll)	
1. For Period 7/1/22 – 6/30/23	
a) Employer Normal Cost	9.42%
b) Employee contribution	7.38%
c) Total Normal Cost	16.80%
2. Changes since the prior year annual valuation	
a) Effect of demographic experience	(0.16%)
b) Effect of plan changes	0.00%
c) Effect of Funding Risk Mitigation	0.79%
d) Effect of assumption changes	0.66%
e) Effect of method changes	0.00%
f) Net effect of the changes above [sum of (a) through (e)]	1.29%
3. For Period 7/1/23 – 6/30/24	
a) Employer Normal Cost	10.40%
b) Employee contribution	7.69%
c) Total Normal Cost	18.09%
Employer Normal Cost Change [(3a) – (1a)]	0.98%
Employee Contribution Change [(3b) – (1b)]	0.31%
Unfunded Liability Contribution ($)	
1. For Period 7/1/22 – 6/30/23	24,342,547
2. Changes since the prior year annual valuation	
a) Effect of adjustments to prior year's amortization schedule	0
b) Effect of elimination of amortization bases	0
c) Effect of progression of amortization bases[1]	1,423,540
d) Effect of net investment (gain) after Funding Risk Mitigation[2]	(1,561,177)
e) Effect of non-investment (gain)/loss during the prior year	(507,232)
f) Effect of Funding Risk Mitigation (re-amortize existing bases at 6.8%)	(401,903)
g) Effect of Golden Handshake	0
h) Effect of plan changes	0
i) Effect of AL Significant Increase	0
j) Effect of assumption changes	458,868
k) Effect of changes due to Fresh Start or one year recognition of small balances	0
l) Effect of method change	0
m) Net effect of the changes above [sum of (a) through (l)]	(587,904)
3. For Period 7/1/23 – 6/30/24 [(1) + (2m)]	23,754,643

The amounts shown for the period 7/1/22 – 6/30/23 may be different if a prepayment of unfunded actuarial liability is made or a plan change became effective after the prior year's actuarial valuation was performed.

[1] Includes scheduled escalation in individual amortization base payments due to the 5-year ramp and payroll growth assumption used in the pre-2019 amortization policy.

[2] The unfunded liability contribution for the investment (gain)/loss during the year prior to the valuation date is 20% of the "full" annual requirement due to the 5-year ramp. Increases to this amount that occur during the ramp period will be included in line c) in future years.

Employer Contribution History

The table below provides a recent history of the required employer contributions for the plan. The amounts are based on the actuarial valuation from two years prior and does not account for prepayments or benefit changes made during a fiscal year. Additional discretionary payments before July 1, 2018 or after June 30, 2021 are not included.

Fiscal Year	Employer Normal Cost	Unfunded Rate	Unfunded Liability Payment ($)	Additional Discretionary Payments
2014 - 15	8.702%	11.856%	N/A	N/A
2015 - 16	8.674%	13.165%	N/A	N/A
2016 - 17	8.599%	14.198%	N/A	N/A
2017 - 18	8.227%	N/A	12,611,455	N/A
2018 - 19	8.550%	N/A	14,804,716	0
2019 - 20	9.277%	N/A	17,233,916	1,373,696
2020 - 21	10.023%	N/A	19,077,430	2,742,800
2021 - 22	9.51%	N/A	21,995,500	
2022 - 23	9.42%	N/A	24,342,547	
2023 - 24	10.40%	N/A	23,754,643	

Funding History

The table below shows the recent history of actuarial accrued liability, market value of assets, unfunded accrued liability, funded ratio and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
6/30/2012	$518,628,139	$341,595,561	$177,032,578	65.9%	$67,579,904
6/30/2013	545,443,882	377,879,242	167,564,640	69.3%	68,975,063
6/30/2014	589,529,588	434,324,206	155,205,382	73.7%	71,013,770
6/30/2015	621,622,997	434,857,444	186,765,553	70.0%	77,396,858
6/30/2016	656,120,093	428,536,758	227,583,335	65.3%	81,109,780
6/30/2017	694,805,957	468,048,005	226,757,952	67.4%	82,607,781
6/30/2018	753,503,877	498,338,141	255,165,736	66.1%	86,457,783
6/30/2019	788,803,907	521,305,474	267,498,433	66.1%	92,741,240
6/30/2020	821,817,657	538,969,551	282,848,106	65.6%	96,433,712
6/30/2021	873,682,657	659,854,546	213,828,111	75.5%	98,622,923

Normal Cost by Benefit Group

The table below displays the Total Normal Cost broken out by benefit group for FY 2023-24. The Total Normal Cost is the annual cost of service accrual for the fiscal year for active employees and can be viewed as the long-term contribution rate for the benefits contracted. Generally, the normal cost for a benefit group subject to more generous benefit provisions will exceed the normal cost for a group with less generous benefits. However, based on the characteristics of the members (particularly when the number of actives is small), this may not be the case. Future measurements of the Total Normal Cost for each group may differ significantly from the current values due to such factors as: changes in the demographics of the group, changes in economic and demographic assumptions, changes in plan benefits or applicable law.

Rate Plan Identifier	Benefit Group Name	Total Normal Cost FY 2023-24	Number of Actives	Payroll on 6/30/2021
425	Miscellaneous First Level	20.83%	604	$53,504,152
26326	Miscellaneous PEPRA Level	14.88%	729	$45,118,771
	Plan Total	18.09%	1,333	$98,622,923

Note that if a Benefit Group above has multiple bargaining units, each of which has separately contracted for different benefits such as Employer Paid Member Contributions, then the Normal Cost shown for the respective benefit level does not reflect those differences. Additionally, if a Second Level Benefit Group amended to the same benefit formula as a First Level Benefit Group, their Normal Costs may be dissimilar due to demographic or other population differences. For questions in these situations, please contact the plan actuary.

PEPRA Member Contribution Rates

The California Public Employees' Pension Reform Act of 2013 ("PEPRA") established new benefit formulas, final compensation period, and contribution requirements for "new" employees (generally those first hired into a CalPERS-covered position on or after January 1, 2013). In accordance with Government Code section 7522.30(b), "new members ... shall have an initial contribution rate of at least 50% of the normal cost rate." The normal cost for the plan is dependent on the benefit levels, actuarial assumptions, and demographics of the plan, particularly members' entry age into the plan. Should the total normal cost of the plan change by more than 1% from the base total normal cost established for the plan, the new member rate shall be 50% of the new normal cost rounded to the nearest quarter percent.

The table below shows the determination of the PEPRA member contribution rates effective July 1, 2023, based on 50% of the Total Normal Cost for each respective plan as of the June 30, 2021 valuation.

		Basis for Current Rate		Rates Effective July 1, 2023			
Rate Plan Identifier	Benefit Group Name	Total Normal Cost	Member Rate	Total Normal Cost	Change	Change Needed	Member Rate
26326	Miscellaneous PEPRA Level	13.564%	6.75%	14.88%	1.316%	Yes	7.50%

For purposes of setting member rates, it is preferable to determine total normal cost using a large active population so that the rate remains relatively stable. While each CalPERS non-pooled plan has a sufficiently large active population for this purpose, the PEPRA active population by itself may not be sufficiently large. The total PEPRA normal cost will be determined based on the plan's PEPRA membership only if the number of members covered under the PEPRA formula meets either:

1. 50% of the active population, or
2. 25% of the active population and 100 or more PEPRA members

Until one of these conditions is met, the plan's total PEPRA normal cost will be determined using the entire active plan population (both PEPRA and Classic) based on the PEPRA benefit provisions. For this reason, the PEPRA member contribution rate determined in the table above may not equal 50% of the total normal cost of the PEPRA group shown on the "Normal Cost by Benefit Group" page.

Risk Analysis

- Future Investment Return Scenarios
- Discount Rate Sensitivity
- Mortality Rate Sensitivity
- Maturity Measures
- Maturity Measures History
- Hypothetical Termination Liability

Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CalPERS Funding Risk Mitigation policy. The projected normal cost rates reflect that the rates are anticipated to decline over time as new employees are hired into lower-cost benefit tiers. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alternate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2041.

Assumed Annual Return FY 2021-22 through FY 2040-41	Projected Employer Contributions				
	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
3.0% (5th percentile)					
Normal Cost Rate	10.2%	10.0%	9.9%	9.7%	9.5%
UAL Contribution	$24,433,000	$23,142,000	$24,614,000	$26,293,000	$28,469,000
10.8% (95th percentile)					
Normal Cost Rate	10.5%	10.5%	10.6%	10.6%	10.7%
UAL Contribution	$23,239,000	$19,587,000	$17,434,000	$14,139,000	$0

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of a one or two standard deviation investment loss in FY 2021-22 on the FY 2024-25 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2024-25.

Assumed Annual Return for Fiscal Year 2021-22	Required Employer Contributions	Projected Employer Contributions
	FY 2023-24	FY 2024-25
(17.2%) (2 standard deviation loss)		
Normal Cost Rate	10.40%	10.2%
UAL Contribution	$23,754,643	$27,695,000
(5.2%) (1 standard deviation loss)		
Normal Cost Rate	10.40%	10.2%
UAL Contribution	$23,754,643	$25,757,000

- Without investment gains (returns higher than 6.8%) in year FY 2022-23 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2021-22.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2024-25 as well as to model other investment return scenarios.

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2021 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

Sensitivity to the Real Rate of Return Assumption

As of June 30, 2021	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	2.3%	2.3%	2.3%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	23.07%	18.09%	14.36%
b) Accrued Liability	$992,210,535	$873,682,657	$776,180,117
c) Market Value of Assets	$659,854,546	$659,854,546	$659,854,546
d) Unfunded Liability/(Surplus) [(b) - (c)]	$332,355,989	$213,828,111	$116,325,571
e) Funded Ratio	66.5%	75.5%	85.0%

Sensitivity to the Price Inflation Assumption

As of June 30, 2021	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	1.3%	2.3%	3.3%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	19.08%	18.09%	16.40%
b) Accrued Liability	$902,572,299	$873,682,657	$805,129,936
c) Market Value of Assets	$659,854,546	$659,854,546	$659,854,546
d) Unfunded Liability/(Surplus) [(b) - (c)]	$242,717,753	$213,828,111	$145,275,390
e) Funded Ratio	73.1%	75.5%	82.0%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2021 plan costs and funded status under two different longevity scenarios, namely assuming rates of post-retirement mortality are 10% lower or 10% higher than our current mortality assumptions. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long term.

As of June 30, 2021	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	18.38%	18.09%	17.82%
b) Accrued Liability	$892,307,476	$873,682,657	$856,577,300
c) Market Value of Assets	$659,854,546	$659,854,546	$659,854,546
d) Unfunded Liability/(Surplus) [(b) - (c)]	$232,452,930	$213,828,111	$196,722,754
e) Funded Ratio	73.9%	75.5%	77.0%

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio increases. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	June 30, 2020	June 30, 2021
1. Retiree Accrued Liability	488,932,386	509,735,415
2. Total Accrued Liability	821,817,657	873,682,657
3. Ratio of Retiree AL to Total AL [(1) / (2)]	59%	58%

Another measure of the maturity level of CalPERS and its plans is the ratio of actives to retirees, also called the support ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures and members retire, the ratio declines. A mature plan will often have a ratio near or below one.

To calculate the support ratio for the rate plan, retirees and beneficiaries receiving a continuance are each counted as one, even though they may have only worked a portion of their careers as an active member of this rate plan. For this reason, the support ratio, while intuitive, may be less informative than the ratio of retiree liability to total accrued liability above. For comparison, the support ratio for all CalPERS public agency plans is 0.82 and is calculated consistently with how it is for the individual rate plan. Note that to calculate the support ratio for all public agency plans, a retiree with service from more than one CalPERS agency is counted as a retiree more than once.

Support Ratio	June 30, 2020	June 30, 2021
1. Number of Actives	1,329	1,333
2. Number of Retirees	2,125	2,147
3. Support Ratio [(1) / (2)]	0.63	0.62

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

Maturity Measures (continued)

Asset Volatility Ratio

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have a higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with AVR of 8 may experience twice the contribution volatility due to investment return volatility than a plan with AVR of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as a plan matures.

Liability Volatility Ratio

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to changes in liability. For example, a plan with LVR of 8 is expected to have twice the contribution volatility of a plan with LVR of 4 when there is a change in accrued liability, such as when there is a change in actuarial assumptions. It should be noted that this ratio indicates a longer-term potential for contribution volatility, since the AVR, described above, will tend to move closer to the LVR as the funded ratio approaches 100%.

Contribution Volatility	June 30, 2020	June 30, 2021
1. Market Value of Assets without Receivables	$538,025,066	$659,046,087
2. Payroll	96,433,712	98,622,923
3. Asset Volatility Ratio (AVR) [(1) / (2)]	5.6	6.7
4. Accrued Liability	$821,817,657	$873,682,657
5. Liability Volatility Ratio (LVR) [(4) / (2)]	8.5	8.9

Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
6/30/2017	57%	0.65	5.7	8.4
6/30/2018	58%	0.66	5.8	8.7
6/30/2019	60%	0.64	5.6	8.5
6/30/2020	59%	0.63	5.6	8.5
6/30/2021	58%	0.62	6.7	8.9

Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2021. The plan liability on a termination basis is calculated differently from the plan's ongoing funding liability. For this hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate assumption. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 19-month period from 12 months before the valuation date to seven months after.

Market Value of Assets (MVA)	Hypothetical Termination Liability[1,2] at 1.00%	Funded Ratio	Unfunded Termination Liability at 1.00%	Hypothetical Termination Liability[1,2] at 2.25%	Funded Ratio	Unfunded Termination Liability at 2.25%
$659,854,546	$1,916,941,045	34.4%	$1,257,086,499	$1,572,599,880	42.0%	$912,745,334

[1] The hypothetical liabilities calculated above include a 5% contingency load. The contingency load and other actuarial assumptions can be found in Appendix A.

[2] The discount rate used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 2.00% on June 30, 2021, the valuation date.

In order to terminate the plan, first contact our Pension Contract Services unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to provide a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. Before beginning this process, please consult with the plan actuary.

Plan's Major Benefit Provisions

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in Appendix B.

	Benefit Group						
Member Category	Misc	Misc	Misc	Misc	Misc	Misc	Misc
Demographics							
Actives	No	No	Yes	Yes	No	No	No
Transfers/Separated	Yes	Yes	Yes	Yes	No	No	No
Receiving	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefit Provision							
Benefit Formula	2% @ 55	2% @ 55	2.5% @ 55	2% @ 62			
Social Security Coverage	Yes	No	Yes	Yes			
Full/Modified	Modified	Full	Modified	Full			
Employee Contribution Rate			8.00%	6.75%			
Final Average Compensation Period	One Year	One Year	One Year	Three Year			
Sick Leave Credit	Yes	Yes	Yes	Yes			
Non-Industrial Disability	Standard	Standard	Standard	Standard			
Industrial Disability	No	No	No	No			
Pre-Retirement Death Benefits							
Optional Settlement 2	Yes	Yes	Yes	Yes			
1959 Survivor Benefit Level	No	No	No	No			
Special	No	No	No	No			
Alternate (firefighters)	No	No	No	No			
Post-Retirement Death Benefits							
Lump Sum	$500	$500	$500	$500	$500	$500	$500
Survivor Allowance (PRSA)	No	No	No	No	No	No	No
COLA	2%	2%	2%	2%	2%	2%	2%

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in Appendix B.

	Benefit Group			
Member Category	Misc	Misc	Misc	
Demographics				
Actives	No	No	No	
Transfers/Separated	No	No	No	
Receiving	Yes	Yes	Yes	
Benefit Provision				
Benefit Formula				
Social Security Coverage				
Full/Modified				
Employee Contribution Rate				
Final Average Compensation Period				
Sick Leave Credit				
Non-Industrial Disability				
Industrial Disability				
Pre-Retirement Death Benefits				
Optional Settlement 2				
1959 Survivor Benefit Level				
Special				
Alternate (firefighters)				
Post-Retirement Death Benefits				
Lump Sum	$500	$500	$500	
Survivor Allowance (PRSA)	No	No	No	
COLA	2%	2%	2%	

Appendices

- Appendix A – Actuarial Methods and Assumptions
- Appendix B – Principal Plan Provisions
- Appendix C – Participant Data
- Appendix D – Glossary of Actuarial Terms

Appendix A

Actuarial Methods and Assumptions

- Actuarial Data
- Actuarial Methods
- Actuarial Assumptions
- Miscellaneous

Actuarial Data

As stated in the Actuarial Certification, the data which serves as the basis of this valuation has been obtained from the various CalPERS databases. We have reviewed the valuation data and believe that it is reasonable and appropriate in aggregate. We are unaware of any potential data issues that would have a material effect on the results of this valuation, except that data does not always contain the latest salary information for former members now in reciprocal systems and does not recognize the potential for unusually large salary deviation in certain cases such as elected officials. Therefore, salary information in these cases may not be accurate. These situations are relatively infrequent, however, and generally do not have a material impact on the required employer contributions.

Actuarial Methods

Actuarial Cost Method

The actuarial cost method used is the Entry Age Actuarial Cost Method. Under this method, projected benefits are determined for all members and the associated liabilities are spread in a manner that produces level annual cost as a percentage of pay in each year from the member's entry age to their assumed retirement age on the valuation date. The cost allocated to the current fiscal year is called the normal cost.

The actuarial accrued liability for active members is then calculated as the portion of the total cost of the plan allocated to prior years. The actuarial accrued liability for members currently receiving benefits and for members entitled to deferred benefits is equal to the present value of the benefits expected to be paid. No normal costs are applicable for these participants.

CalPERS uses an in-house proprietary actuarial model for calculating plan costs. We believe this model is fit for its intended purpose and meets all applicable Actuarial Standards of Practice. Furthermore, the actuarial results of our model are independently confirmed periodically by outside auditing actuaries. The actuarial assumptions used are internally consistent and the generated results are reasonable.

Amortization of Unfunded Actuarial Accrued Liability

The excess of the total actuarial accrued liability over the market value of plan assets is called the unfunded actuarial accrued liability (UAL). Funding requirements are determined by adding the normal cost and a payment toward the UAL. The UAL payment is equal to the sum of individual amortization payments, each representing a different source of UAL for a given measurement period.

Amortization payments are determined according to the CalPERS amortization policy. The board adopted a new policy effective for the June 30, 2019 actuarial valuation. The new policy applies prospectively only; amortization bases (sources of UAL) established prior to the June 30, 2019 valuation will continue to be amortized according to the prior policy.

Prior Policy (Bases Established prior to June 30, 2019)

Amortization payments are determined as a level percentage of payroll whereby the payment increases each year at an escalation rate. Gains or losses are amortized over a fixed 30-year period with a 5-year ramp up at the beginning and a 5-year ramp down at the end of the amortization period. All changes in liability due to plan amendments (other than golden handshakes) are amortized over a 20-year period with no ramp. Changes in actuarial assumptions or changes in actuarial methodology are amortized over a 20-year period with a 5-year ramp up at the beginning and a 5-year ramp down at the end of the amortization period. Changes in unfunded accrued liability due to a Golden Handshake will be amortized over a period of five years. Bases established prior to June 30, 2013 may be amortized differently. A summary is provided in the following table:

Driver	Source				
	(Gain)/Loss				
	Investment	Non-investment	Assumption/Method Change	Benefit Change	Golden Handshake
Amortization Period	30 Years	30 Years	20 Years	20 Years	5 Years
Escalation Rate - Active Plans - Inactive Plans	2.80% 0%	2.80% 0%	2.80% 0%	2.80% 0%	2.80% 0%
Ramp Up	5	5	5	0	0
Ramp Down	5	5	5	0	0

The 5-year ramp up means that the payments in the first four years of the amortization period are 20%, 40%, 60% and 80% of the "full" payment which begins in year five. The 5-year ramp down means that the reverse is true in the final four years of the amortization period.

Current Policy (Bases Established on or after June 30, 2019)

Amortization payments are determined as a level dollar amount. Investment gains or losses are amortized over a fixed 20-year period with a 5-year ramp up at the beginning of the amortization period. Non-investment gains or losses are amortized over a fixed 20-year period with no ramps. All changes in liability due to plan amendments (other than golden handshakes) are amortized over a 20-year period with no ramps. Changes in actuarial assumptions or changes in actuarial methodology are amortized over a 20-year period with no ramps. Changes in unfunded accrued liability due to a Golden Handshake are amortized over a period of five years. A summary is provided in the table below:

	Source				
	(Gain)/Loss				
	Investment	Non-investment	Assumption/ Method Change	Benefit Change	Golden Handshake
Amortization Period	20 Years	20 Years	20 Years	20 Years	5 Years
Escalation Rate	0%	0%	0%	0%	0%
Ramp Up	5	0	0	0	0
Ramp Down	0	0	0	0	0

Exceptions for Inconsistencies

An exception to the amortization rules above is used whenever their application results in inconsistencies. In these cases, a "fresh start" approach is used. This means that the current unfunded actuarial liability is projected and amortized over a set number of years. For example, a fresh start is needed in the following situations:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

It should be noted that the actuary may determine that a fresh start is necessary under other circumstances. In all cases of a fresh start, the period is set by the actuary at what is deemed appropriate; however, the period will not be greater than 20 years.

Exceptions for Plans in Surplus

If a surplus exists (i.e., the Market Value of Assets exceeds the plan's accrued liability) any prior amortization layers shall be considered fully amortized, and the surplus shall not be amortized.

In the event of any subsequent unfunded liability, a Fresh Start shall be used with an amortization period of 20 years or less.

Exceptions for Small Amounts

Where small unfunded liabilities are identified in annual valuations which result in small payment amounts, the actuary may shorten the remaining period for these bases.

- When the balance of a single amortization base has an absolute value less than $250, the amortization period is reduced to one year.
- When the entire unfunded liability is a small amount, the actuary may perform a Fresh Start and use an appropriate amortization period.

Exceptions for Inactive Plans

The following exceptions apply to plans classified as Inactive. These plans have no active members and no expectation to have active members in the future.

- Amortization of the unfunded liability is on a "level dollar" basis rather than a "level percent of pay" basis. For amortization layers, which utilize a ramp up and ramp down, the "ultimate" payment is constant.
- Actuarial judgment will be used to shorten amortization periods for Inactive plans with existing periods that are deemed too long given the duration of the liability. The specific demographics of the plan will be used to determine if shorter periods may be more appropriate.

Exceptions for Inactive Agencies

For a public agency with no active members in any CalPERS rate plan, the unfunded liability shall be amortized over a closed amortization period of no more than 15 years.

Asset Valuation Method

The Actuarial Value of Assets is set equal to the market value of assets. Asset values include accounts receivable.

PEPRA Normal Cost Rate Methodology

Per Government Code Section 7522.30(b), the "normal cost rate" shall mean the annual actuarially determined normal cost for the plan of retirement benefits provided to the new member and shall be established based on actuarial assumptions used to determine the liabilities and costs as part of the annual actuarial valuation. The plan of retirement benefits shall include any elements that would impact the actuarial determination of the normal cost, including, but not limited to, the retirement formula, eligibility and vesting criteria, ancillary benefit provisions, and any automatic cost-of-living adjustments as determined by the public retirement system.

For purposes of setting member rates, it is preferable to determine total normal cost using a large active population so that the rate remains relatively stable. While each CalPERS non-pooled plan has a sufficiently large active population for this purpose, the PEPRA active population by itself may not be sufficiently large. The total PEPRA normal cost will be determined based on the plan's PEPRA membership only if the number of members covered under the PEPRA formula meets either:

1. 50% of the active population, or
2. 25% of the active population and 100 or more PEPRA members

Until one of these conditions is met, the plan's total PEPRA normal cost will be determined using the entire active plan population (both PEPRA and Classic) based on the PEPRA benefit provisions.

Actuarial Assumptions

In 2021, CalPERS completed its most recent asset liability management study incorporating actuarial assumptions and strategic asset allocation. In November 2021, the board adopted changes to the asset allocation that increased the expected volatility of returns. The adopted asset allocation was expected to have a long-term blended return that continued to support a discount rate assumption of 6.80%. The board also approved several changes to the demographic assumptions that more closely aligned with actual experience.

For more details and additional rationale for the selection of the actuarial assumptions, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website under: Forms and Publications. Click on "View All" and search for Experience Study.

All actuarial assumptions (except the discount rates used for the hypothetical termination liability) represent an estimate of future experience rather than observations of the estimates inherent in market data.

Economic Assumptions

Discount Rate

The prescribed discount rate assumption, adopted by the board on November 17, 2021, is 6.80% compounded annually (net of investment and administrative expenses) as of June 30, 2021.

Termination Liability Discount Rate

The current discount rate assumption used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date.

The hypothetical termination liabilities in this report are calculated using an observed range of market interest rates. This range is based on the lowest and highest 20-year Treasury bond observed during an approximate 19-month period from 12 months before the valuation date to seven months after. The 20-year Treasury bond has a similar duration to most plan liabilities and serves as a good proxy for the termination discount rate. The 20-year Treasury yield was 2.00% on June 30, 2021.

Salary Growth

Annual increases vary by category, entry age, and duration of service. A sample of assumed increases are shown below. Wage inflation assumption in the valuation year (2.80% for 2021) is added to these factors for total salary growth.

Public Agency Miscellaneous

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.0764	0.0621	0.0521
1	0.0663	0.0528	0.0424
2	0.0576	0.0449	0.0346
3	0.0501	0.0381	0.0282
4	0.0435	0.0324	0.0229
5	0.0378	0.0276	0.0187
10	0.0201	0.0126	0.0108
15	0.0155	0.0102	0.0071
20	0.0119	0.0083	0.0047
25	0.0091	0.0067	0.0031
30	0.0070	0.0054	0.0020

Public Agency Fire

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.1517	0.1549	0.0631
1	0.1191	0.1138	0.0517
2	0.0936	0.0835	0.0423
3	0.0735	0.0613	0.0346
4	0.0577	0.0451	0.0284
5	0.0453	0.0331	0.0232
10	0.0188	0.0143	0.0077
15	0.0165	0.0124	0.0088
20	0.0145	0.0108	0.0101
25	0.0127	0.0094	0.0115
30	0.0112	0.0082	0.0132

Public Agency Police

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.1181	0.1051	0.0653
1	0.0934	0.0812	0.0532
2	0.0738	0.0628	0.0434
3	0.0584	0.0485	0.0353
4	0.0462	0.0375	0.0288
5	0.0365	0.0290	0.0235
10	0.0185	0.0155	0.0118
15	0.0183	0.0150	0.0131
20	0.0181	0.0145	0.0145
25	0.0179	0.0141	0.0161
30	0.0178	0.0136	0.0179

Salary Growth (continued)

Public Agency County Peace Officers

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.1238	0.1053	0.0890
1	0.0941	0.0805	0.0674
2	0.0715	0.0616	0.0510
3	0.0544	0.0471	0.0387
4	0.0413	0.0360	0.0293
5	0.0314	0.0276	0.0222
10	0.0184	0.0142	0.0072
15	0.0174	0.0124	0.0073
20	0.0164	0.0108	0.0074
25	0.0155	0.0094	0.0075
30	0.0147	0.0083	0.0077

Schools

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.0275	0.0275	0.0200
1	0.0422	0.0373	0.0298
2	0.0422	0.0373	0.0298
3	0.0422	0.0373	0.0298
4	0.0388	0.0314	0.0245
5	0.0308	0.0239	0.0179
10	0.0236	0.0160	0.0121
15	0.0182	0.0135	0.0103
20	0.0145	0.0109	0.0085
25	0.0124	0.0102	0.0058
30	0.0075	0.0053	0.0019

- The Miscellaneous salary scale is used for Local Prosecutors.
- The Police salary scale is used for Other Safety, Local Sheriff, and School Police.

Price Inflation

2.30% compounded annually.

Wage Inflation

2.80% compounded annually (used in projecting individual salary increases).

Payroll Growth

2.80% compounded annually (used in projecting the payroll over which the unfunded liability is amortized for level percent of payroll bases). This assumption is used for all plans with active members.

Non-valued Potential Additional Liabilities

The potential liability loss for a cost-of-living increase exceeding the 2.30% price inflation assumption and any potential liability loss from future member service purchases that are not reflected in the valuation.

Miscellaneous Loading Factors

Credit for Unused Sick Leave

Total years of service is increased by 1% for those plans that have adopted the provision of providing Credit for Unused Sick Leave.

Conversion of Employer Paid Member Contributions (EPMC)

Total years of service is increased by the Employee Contribution Rate for those plans with the provision providing for the Conversion of Employer Paid Member Contributions (EPMC) during the final compensation period.

Norris Decision (Best Factors)

Employees hired prior to July 1, 1982 have projected benefit amounts increased in order to reflect the use of "Best Factors" in the calculation of optional benefit forms. This is due to a 1983 Supreme Court decision, known as the Norris decision, which required males and females to be treated equally in the determination of benefit amounts. Consequently, anyone already employed at that time is given the best possible conversion factor when optional benefits are determined. No loading is necessary for employees hired after July 1, 1982.

Termination Liability

The termination liabilities include a 5% contingency load. This load is for unforeseen improvements in mortality.

Demographic Assumptions

Pre-Retirement Mortality

The mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board in November 2021. For purposes of the mortality rates, the rates incorporate generational mortality to capture on-going mortality improvement. Generational mortality explicitly assumes that members born more recently will live longer than the members born before them thereby capturing the mortality improvement seen in the past and expected continued improvement. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website

Rates vary by age and gender are shown in the table below. This table only contains a sample of the 2017 base table rates for illustrative purposes. The non-industrial death rates are used for all plans. The industrial death rates are used for Safety plans (except for local Safety members described in Section 20423.6 where the agency has not specifically contracted for industrial death benefits.)

	Miscellaneous		Safety			
	Non-Industrial Death (Not Job-Related)		Non-Industrial Death (Not Job-Related)		Industrial Death (Job-Related)	
Age	Male	Female	Male	Female	Male	Female
20	0.00039	0.00014	0.00038	0.00014	0.00004	0.00002
25	0.00033	0.00013	0.00034	0.00018	0.00004	0.00002
30	0.00044	0.00019	0.00042	0.00025	0.00005	0.00003
35	0.00058	0.00029	0.00048	0.00034	0.00005	0.00004
40	0.00075	0.00039	0.00055	0.00042	0.00006	0.00005
45	0.00093	0.00054	0.00066	0.00053	0.00007	0.00006
50	0.00134	0.00081	0.00092	0.00073	0.00010	0.00008
55	0.00198	0.00123	0.00138	0.00106	0.00015	0.00012
60	0.00287	0.00179	0.00221	0.00151	0.00025	0.00017
65	0.00403	0.00250	0.00346	0.00194	0.00038	0.00022
70	0.00594	0.00404	0.00606	0.00358	0.00067	0.00040
75	0.00933	0.00688	0.01099	0.00699	0.00122	0.00078
80	0.01515	0.01149	0.02027	0.01410	0.00225	0.00157

- The pre-retirement mortality rates above are for 2017 and are projected generationally for future years using 80% of the Society of Actuaries' Scale MP-2020.
- Miscellaneous plans usually have industrial death rates set to zero unless the agency has specifically contracted for industrial death benefits. If so, each non-industrial death rate shown above will be split into two components: 99% will become the non-industrial death rate and 1% will become the industrial death rate.

Post-Retirement Mortality

Rates vary by age, type of retirement, and gender. See sample rates in table below. These rates are used for all plans.

	Healthy Recipients		Non-Industrially Disabled (Not Job-Related)		Industrially Disabled (Job-Related)	
Age	Male	Female	Male	Female	Male	Female
50	0.00267	0.00199	0.01701	0.01439	0.00430	0.00311
55	0.00390	0.00325	0.02210	0.01734	0.00621	0.00550
60	0.00578	0.00455	0.02708	0.01962	0.00944	0.00868
65	0.00857	0.00612	0.03334	0.02276	0.01394	0.01190
70	0.01333	0.00996	0.04001	0.02910	0.02163	0.01858
75	0.02391	0.01783	0.05376	0.04160	0.03446	0.03134
80	0.04371	0.03403	0.07936	0.06112	0.05853	0.05183
85	0.08274	0.06166	0.11561	0.09385	0.10137	0.08045
90	0.14539	0.11086	0.16608	0.14396	0.16584	0.12434
95	0.24665	0.20364	0.24665	0.20364	0.24665	0.20364
100	0.36198	0.31582	0.36198	0.31582	0.36198	0.31582
105	0.52229	0.44679	0.52229	0.44679	0.52229	0.44679
110	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000

The post-retirement mortality rates above are for 2017 and are projected generationally for future years using 80% of the Society of Actuaries' Scale MP-2020.

Marital Status

For active members, a percentage who are married upon retirement is assumed according to the member category as shown in the following table.

Member Category	Percent Married
Miscellaneous Member	70%
Local Police	85%
Local Fire	85%
Other Local Safety	70%
School Police	85%
Local County Peace Officers	75%

Age of Spouse

It is assumed that female spouses are 3 years younger than male spouses. This assumption is used for all plans.

Terminated Members

It is assumed that terminated members refund immediately if non-vested. Terminated members who are vested are assumed to retire at age 59 for Miscellaneous members and age 54 for Safety members.

Termination with Refund

Rates vary by entry age and service for Miscellaneous plans. Rates vary by service for Safety plans. See sample rates in tables below.

Public Agency Miscellaneous

Duration of Service	Entry Age 20		Entry Age 25		Entry Age 30		Entry Age 35		Entry Age 40		Entry Age 45	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
0	0.1851	0.1944	0.1769	0.1899	0.1631	0.1824	0.1493	0.1749	0.1490	0.1731	0.1487	0.1713
1	0.1531	0.1673	0.1432	0.1602	0.1266	0.1484	0.1101	0.1366	0.1069	0.1323	0.1037	0.1280
2	0.1218	0.1381	0.1125	0.1307	0.0970	0.1183	0.0815	0.1058	0.0771	0.0998	0.0726	0.0938
3	0.0927	0.1085	0.0852	0.1020	0.0727	0.0912	0.0601	0.0804	0.0556	0.0737	0.0511	0.0669
4	0.0672	0.0801	0.0616	0.0752	0.0524	0.0670	0.0431	0.0587	0.0392	0.0523	0.0352	0.0459
5	0.0463	0.0551	0.0423	0.0517	0.0358	0.0461	0.0292	0.0404	0.0261	0.0350	0.0230	0.0296
10	0.0112	0.0140	0.0101	0.0129	0.0083	0.0112	0.0064	0.0094	0.0048	0.0071	0.0033	0.0049
15	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
25	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Public Agency Safety

Duration of Service	Fire		Police		County Peace Officer	
	Male	Female	Male	Female	Male	Female
0	0.1022	0.1317	0.1298	0.1389	0.1086	0.1284
1	0.0686	0.1007	0.0789	0.0904	0.0777	0.0998
2	0.0441	0.0743	0.0464	0.0566	0.0549	0.0759
3	0.0272	0.0524	0.0274	0.0343	0.0385	0.0562
4	0.0161	0.0349	0.0170	0.0206	0.0268	0.0402
5	0.0092	0.0214	0.0113	0.0128	0.0186	0.0276
10	0.0015	0.0000	0.0032	0.0047	0.0046	0.0038
15	0.0000	0.0000	0.0000	0.0000	0.0023	0.0036
20	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
25	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

- The police termination and refund rates are also used for Public Agency Local Prosecutors, Other Safety, Local Sheriff, and School Police.

Termination with Refund (continued)

Schools

Duration of Service	Entry Age 20		Entry Age 25		Entry Age 30		Entry Age 35		Entry Age 40		Entry Age 45	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
0	0.2054	0.2120	0.1933	0.1952	0.1730	0.1672	0.1527	0.1392	0.1423	0.1212	0.1318	0.1032
1	0.1922	0.2069	0.1778	0.1883	0.1539	0.1573	0.1300	0.1264	0.1191	0.1087	0.1083	0.0910
2	0.1678	0.1859	0.1536	0.1681	0.1298	0.1383	0.1060	0.1086	0.0957	0.0934	0.0853	0.0782
3	0.1384	0.1575	0.1256	0.1417	0.1042	0.1155	0.0829	0.0893	0.0736	0.0774	0.0643	0.0656
4	0.1085	0.1274	0.0978	0.1143	0.0800	0.0925	0.0622	0.0707	0.0542	0.0620	0.0462	0.0533
5	0.0816	0.0991	0.0732	0.0887	0.0590	0.0713	0.0449	0.0539	0.0383	0.0476	0.0317	0.0413
10	0.0222	0.0248	0.0200	0.0221	0.0163	0.0174	0.0125	0.0128	0.0094	0.0100	0.0063	0.0072
15	0.0106	0.0132	0.0095	0.0113	0.0077	0.0083	0.0058	0.0052	0.0040	0.0039	0.0021	0.0026
20	0.0059	0.0065	0.0050	0.0054	0.0035	0.0036	0.0021	0.0019	0.0010	0.0009	0.0000	0.0000
25	0.0029	0.0034	0.0025	0.0029	0.0018	0.0020	0.0010	0.0012	0.0005	0.0006	0.0000	0.0000
30	0.0012	0.0015	0.0011	0.0013	0.0011	0.0011	0.0010	0.0009	0.0005	0.0005	0.0000	0.0000
35	0.0006	0.0007	0.0006	0.0007	0.0005	0.0006	0.0005	0.0005	0.0003	0.0002	0.0000	0.0000

Termination with Vested Benefits

Rates vary by entry age and service for Miscellaneous plans. Rates vary by service for Safety plans. See sample rates in tables below.

Public Agency Miscellaneous

Duration of Service	Entry Age 20		Entry Age 25		Entry Age 30		Entry Age 35		Entry Age 40	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
5	0.0381	0.0524	0.0381	0.0524	0.0358	0.0464	0.0334	0.0405	0.0301	0.0380
10	0.0265	0.0362	0.0265	0.0362	0.0254	0.0334	0.0244	0.0307	0.0197	0.0236
15	0.0180	0.0252	0.0180	0.0252	0.0166	0.0213	0.0152	0.0174	0.0119	0.0132
20	0.0141	0.0175	0.0141	0.0175	0.0110	0.0131	0.0079	0.0087	0.0000	0.0000
25	0.0084	0.0108	0.0084	0.0108	0.0064	0.0076	0.0000	0.0000	0.0000	0.0000
30	0.0047	0.0056	0.0047	0.0056	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0038	0.0041	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Public Agency Safety

Duration of Service	Fire		Police		County Peace Officer	
	Male	Female	Male	Female	Male	Female
5	0.0089	0.0224	0.0156	0.0272	0.0177	0.0266
10	0.0066	0.0164	0.0113	0.0198	0.0126	0.0189
15	0.0048	0.0120	0.0083	0.0144	0.0089	0.0134
20	0.0035	0.0088	0.0060	0.0105	0.0063	0.0095
25	0.0024	0.0061	0.0042	0.0073	0.0042	0.0063
30	0.0012	0.0031	0.0021	0.0037	0.0021	0.0031
35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

- After termination with vested benefits, a Miscellaneous member is assumed to retire at age 59 and a Safety member at age 54.
- The Police termination with vested benefits rates are also used for Public Agency Local Prosecutors, Other Safety, Local Sheriff, and School Police.

Schools

Duration of Service	Entry Age 20		Entry Age 25		Entry Age 30		Entry Age 35		Entry Age 40	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
5	0.0359	0.0501	0.0359	0.0501	0.0332	0.0402	0.0305	0.0304	0.0266	0.0272
10	0.0311	0.0417	0.0311	0.0417	0.0269	0.0341	0.0228	0.0265	0.0193	0.0233
15	0.0193	0.0264	0.0193	0.0264	0.0172	0.0220	0.0151	0.0175	0.0123	0.0142
20	0.0145	0.0185	0.0145	0.0185	0.0113	0.0141	0.0080	0.0097	0.0000	0.0000
25	0.0089	0.0123	0.0089	0.0123	0.0074	0.0093	0.0000	0.0000	0.0000	0.0000
30	0.0057	0.0064	0.0057	0.0064	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0040	0.0049	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Non-Industrial (Not Job-Related) Disability

Rates vary by age and gender for Miscellaneous plans. Rates vary by age and category for Safety plans.

	Miscellaneous		Fire	Police	County Peace Officer	Schools	
Age	Male	Female	Male and Female	Male and Female	Male and Female	Male	Female
20	0.0001	0.0000	0.0001	0.0001	0.0001	0.0000	0.0002
25	0.0001	0.0001	0.0001	0.0001	0.0001	0.0000	0.0002
30	0.0002	0.0003	0.0001	0.0001	0.0001	0.0002	0.0002
35	0.0004	0.0007	0.0001	0.0002	0.0003	0.0005	0.0004
40	0.0009	0.0012	0.0001	0.0002	0.0006	0.0010	0.0008
45	0.0015	0.0019	0.0002	0.0003	0.0011	0.0019	0.0015
50	0.0015	0.0019	0.0004	0.0005	0.0016	0.0027	0.0021
55	0.0014	0.0013	0.0006	0.0007	0.0009	0.0024	0.0017
60	0.0012	0.0009	0.0006	0.0011	0.0005	0.0020	0.0010

- The Miscellaneous non-industrial disability rates are used for Local Prosecutors.
- The police non-industrial disability rates are also used for Other Safety, Local Sheriff, and School Police.

Industrial (Job-Related) Disability

Rates vary by age and category.

Age	Fire	Police	County Peace Officer
20	0.0001	0.0000	0.0004
25	0.0002	0.0017	0.0013
30	0.0006	0.0048	0.0025
35	0.0012	0.0079	0.0037
40	0.0023	0.0110	0.0051
45	0.0040	0.0141	0.0067
50	0.0208	0.0185	0.0092
55	0.0307	0.0479	0.0151
60	0.0438	0.0602	0.0174

- The police industrial disability rates are also used for Local Sheriff and Other Safety.
- 50% of the police industrial disability rates are used for School Police.
- 1% of the police industrial disability rates are used for Local Prosecutors.
- Normally, rates are zero for Miscellaneous plans unless the agency has specifically contracted for industrial disability benefits. If so, each Miscellaneous non-industrial disability rate will be split into two components: 50% will become the non-industrial disability rate and 50% will become the industrial disability rate.

Service Retirement

Retirement rates vary by age, service, and formula, except for the Safety Half Pay at 55 and 2% at 55 formulas, where retirement rates vary by age only.

Public Agency Miscellaneous 1.5% at 65

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.008	0.011	0.013	0.015	0.017	0.019
51	0.007	0.010	0.012	0.013	0.015	0.017
52	0.010	0.014	0.017	0.019	0.021	0.024
53	0.008	0.012	0.015	0.017	0.019	0.022
54	0.012	0.016	0.019	0.022	0.025	0.028
55	0.018	0.025	0.031	0.035	0.038	0.043
56	0.015	0.021	0.025	0.029	0.032	0.036
57	0.020	0.028	0.033	0.038	0.043	0.048
58	0.024	0.033	0.040	0.046	0.052	0.058
59	0.028	0.039	0.048	0.054	0.060	0.067
60	0.049	0.069	0.083	0.094	0.105	0.118
61	0.062	0.087	0.106	0.120	0.133	0.150
62	0.104	0.146	0.177	0.200	0.223	0.251
63	0.099	0.139	0.169	0.191	0.213	0.239
64	0.097	0.136	0.165	0.186	0.209	0.233
65	0.140	0.197	0.240	0.271	0.302	0.339
66	0.092	0.130	0.157	0.177	0.198	0.222
67	0.129	0.181	0.220	0.249	0.277	0.311
68	0.092	0.129	0.156	0.177	0.197	0.221
69	0.092	0.130	0.158	0.178	0.199	0.224
70	0.103	0.144	0.175	0.198	0.221	0.248

Public Agency Miscellaneous 2% at 60

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.010	0.011	0.014	0.014	0.017	0.017
51	0.017	0.013	0.014	0.010	0.010	0.010
52	0.014	0.014	0.018	0.015	0.016	0.016
53	0.015	0.012	0.013	0.010	0.011	0.011
54	0.006	0.010	0.017	0.016	0.018	0.018
55	0.012	0.016	0.024	0.032	0.036	0.036
56	0.010	0.014	0.023	0.030	0.034	0.034
57	0.006	0.018	0.030	0.040	0.044	0.044
58	0.022	0.023	0.033	0.042	0.046	0.046
59	0.039	0.033	0.040	0.047	0.050	0.050
60	0.063	0.069	0.074	0.090	0.137	0.116
61	0.044	0.058	0.066	0.083	0.131	0.113
62	0.084	0.107	0.121	0.153	0.238	0.205
63	0.173	0.166	0.165	0.191	0.283	0.235
64	0.120	0.145	0.164	0.147	0.160	0.172
65	0.138	0.160	0.214	0.216	0.237	0.283
66	0.198	0.228	0.249	0.216	0.228	0.239
67	0.207	0.242	0.230	0.233	0.233	0.233
68	0.201	0.234	0.225	0.231	0.231	0.231
69	0.152	0.173	0.164	0.166	0.166	0.166
70	0.200	0.200	0.200	0.200	0.200	0.200

Service Retirement

Public Agency Miscellaneous 2% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.014	0.014	0.017	0.021	0.023	0.024
51	0.013	0.017	0.017	0.018	0.018	0.019
52	0.013	0.018	0.018	0.020	0.020	0.021
53	0.013	0.019	0.021	0.024	0.025	0.026
54	0.017	0.025	0.028	0.032	0.033	0.035
55	0.045	0.042	0.053	0.086	0.098	0.123
56	0.018	0.036	0.056	0.086	0.102	0.119
57	0.041	0.046	0.056	0.076	0.094	0.120
58	0.052	0.044	0.048	0.074	0.106	0.123
59	0.043	0.058	0.073	0.092	0.105	0.126
60	0.059	0.064	0.083	0.115	0.154	0.170
61	0.087	0.074	0.087	0.107	0.147	0.168
62	0.115	0.123	0.151	0.180	0.227	0.237
63	0.116	0.127	0.164	0.202	0.252	0.261
64	0.084	0.138	0.153	0.190	0.227	0.228
65	0.167	0.187	0.210	0.262	0.288	0.291
66	0.187	0.258	0.280	0.308	0.318	0.319
67	0.195	0.235	0.244	0.277	0.269	0.280
68	0.228	0.248	0.250	0.241	0.245	0.245
69	0.188	0.201	0.209	0.219	0.231	0.231
70	0.229	0.229	0.229	0.229	0.229	0.229

Public Agency Miscellaneous 2.5% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.014	0.017	0.027	0.035	0.046	0.050
51	0.019	0.021	0.025	0.030	0.038	0.040
52	0.018	0.020	0.026	0.034	0.038	0.037
53	0.013	0.021	0.031	0.045	0.052	0.053
54	0.025	0.025	0.030	0.046	0.057	0.068
55	0.029	0.042	0.064	0.109	0.150	0.225
56	0.036	0.047	0.068	0.106	0.134	0.194
57	0.051	0.047	0.060	0.092	0.116	0.166
58	0.035	0.046	0.062	0.093	0.119	0.170
59	0.029	0.053	0.072	0.112	0.139	0.165
60	0.039	0.069	0.094	0.157	0.177	0.221
61	0.080	0.077	0.086	0.140	0.167	0.205
62	0.086	0.131	0.149	0.220	0.244	0.284
63	0.135	0.135	0.147	0.214	0.222	0.262
64	0.114	0.128	0.158	0.177	0.233	0.229
65	0.112	0.174	0.222	0.209	0.268	0.273
66	0.235	0.254	0.297	0.289	0.321	0.337
67	0.237	0.240	0.267	0.249	0.267	0.277
68	0.258	0.271	0.275	0.207	0.210	0.212
69	0.117	0.208	0.266	0.219	0.250	0.270
70	0.229	0.229	0.229	0.229	0.229	0.229

Service Retirement

Public Agency Miscellaneous 2.7% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.011	0.016	0.022	0.033	0.034	0.038
51	0.018	0.019	0.023	0.032	0.031	0.031
52	0.019	0.020	0.026	0.035	0.034	0.037
53	0.020	0.020	0.025	0.043	0.048	0.053
54	0.018	0.030	0.040	0.052	0.053	0.070
55	0.045	0.058	0.082	0.138	0.208	0.278
56	0.057	0.062	0.080	0.121	0.178	0.222
57	0.045	0.052	0.071	0.106	0.147	0.182
58	0.074	0.060	0.074	0.118	0.163	0.182
59	0.058	0.067	0.086	0.123	0.158	0.187
60	0.087	0.084	0.096	0.142	0.165	0.198
61	0.073	0.084	0.101	0.138	0.173	0.218
62	0.130	0.133	0.146	0.187	0.214	0.249
63	0.122	0.140	0.160	0.204	0.209	0.243
64	0.104	0.124	0.154	0.202	0.214	0.230
65	0.182	0.201	0.242	0.264	0.293	0.293
66	0.272	0.249	0.273	0.285	0.312	0.312
67	0.182	0.217	0.254	0.249	0.264	0.264
68	0.223	0.197	0.218	0.242	0.273	0.273
69	0.217	0.217	0.217	0.217	0.217	0.217
70	0.227	0.227	0.227	0.227	0.227	0.227

Public Agency Miscellaneous 3% at 60

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.015	0.020	0.025	0.039	0.040	0.044
51	0.041	0.034	0.032	0.041	0.036	0.037
52	0.024	0.020	0.022	0.039	0.040	0.041
53	0.018	0.024	0.032	0.047	0.048	0.057
54	0.033	0.033	0.035	0.051	0.049	0.052
55	0.137	0.043	0.051	0.065	0.076	0.108
56	0.173	0.038	0.054	0.075	0.085	0.117
57	0.019	0.035	0.059	0.088	0.111	0.134
58	0.011	0.040	0.070	0.105	0.133	0.162
59	0.194	0.056	0.064	0.081	0.113	0.163
60	0.081	0.085	0.133	0.215	0.280	0.333
61	0.080	0.090	0.134	0.170	0.223	0.292
62	0.137	0.153	0.201	0.250	0.278	0.288
63	0.128	0.140	0.183	0.227	0.251	0.260
64	0.174	0.147	0.173	0.224	0.239	0.264
65	0.152	0.201	0.262	0.299	0.323	0.323
66	0.272	0.273	0.317	0.355	0.380	0.380
67	0.218	0.237	0.268	0.274	0.284	0.284
68	0.200	0.228	0.269	0.285	0.299	0.299
69	0.250	0.250	0.250	0.250	0.250	0.250
70	0.245	0.245	0.245	0.245	0.245	0.245

Service Retirement

Public Agency Miscellaneous 2% at 62

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.000	0.000	0.000	0.000	0.000	0.000
51	0.000	0.000	0.000	0.000	0.000	0.000
52	0.005	0.008	0.012	0.015	0.019	0.031
53	0.007	0.011	0.014	0.018	0.021	0.032
54	0.007	0.011	0.015	0.019	0.023	0.034
55	0.010	0.019	0.028	0.036	0.061	0.096
56	0.014	0.026	0.038	0.050	0.075	0.108
57	0.018	0.029	0.039	0.050	0.074	0.107
58	0.023	0.035	0.048	0.060	0.073	0.099
59	0.025	0.038	0.051	0.065	0.092	0.128
60	0.031	0.051	0.071	0.091	0.111	0.138
61	0.038	0.058	0.079	0.100	0.121	0.167
62	0.044	0.074	0.104	0.134	0.164	0.214
63	0.077	0.105	0.134	0.163	0.192	0.237
64	0.072	0.101	0.129	0.158	0.187	0.242
65	0.108	0.141	0.173	0.206	0.239	0.300
66	0.132	0.172	0.212	0.252	0.292	0.366
67	0.132	0.172	0.212	0.252	0.292	0.366
68	0.120	0.156	0.193	0.229	0.265	0.333
69	0.120	0.156	0.193	0.229	0.265	0.333
70	0.120	0.156	0.193	0.229	0.265	0.333

Service Retirement

Public Agency Fire Half Pay at 55 and 2% at 55

Age	Rate	Age	Rate
50	0.016	56	0.111
51	0.000	57	0.000
52	0.034	58	0.095
53	0.020	59	0.044
54	0.041	60	1.000
55	0.075		

Public Agency Police Half Pay at 55 and 2% at 55

Age	Rate	Age	Rate
50	0.026	56	0.069
51	0.000	57	0.051
52	0.016	58	0.072
53	0.027	59	0.070
54	0.010	60	0.300
55	0.167		

Service Retirement

Public Agency Police 2% at 50

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.018	0.077	0.056	0.046	0.043	0.046
51	0.022	0.087	0.060	0.048	0.044	0.047
52	0.020	0.102	0.081	0.071	0.069	0.075
53	0.016	0.072	0.053	0.045	0.042	0.046
54	0.006	0.071	0.071	0.069	0.072	0.080
55	0.009	0.040	0.099	0.157	0.186	0.186
56	0.020	0.051	0.108	0.165	0.194	0.194
57	0.036	0.072	0.106	0.139	0.156	0.156
58	0.001	0.046	0.089	0.130	0.152	0.152
59	0.066	0.094	0.119	0.143	0.155	0.155
60	0.177	0.177	0.177	0.177	0.177	0.177
61	0.134	0.134	0.134	0.134	0.134	0.134
62	0.184	0.184	0.184	0.184	0.184	0.184
63	0.250	0.250	0.250	0.250	0.250	0.250
64	0.177	0.177	0.177	0.177	0.177	0.177
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 2% at 50

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.054	0.054	0.056	0.080	0.064	0.066
51	0.020	0.020	0.021	0.030	0.024	0.024
52	0.037	0.037	0.038	0.054	0.043	0.045
53	0.051	0.051	0.053	0.076	0.061	0.063
54	0.082	0.082	0.085	0.121	0.097	0.100
55	0.139	0.139	0.139	0.139	0.139	0.139
56	0.129	0.129	0.129	0.129	0.129	0.129
57	0.085	0.085	0.085	0.085	0.085	0.085
58	0.119	0.119	0.119	0.119	0.119	0.119
59	0.167	0.167	0.167	0.167	0.167	0.167
60	0.152	0.152	0.152	0.152	0.152	0.152
61	0.179	0.179	0.179	0.179	0.179	0.179
62	0.179	0.179	0.179	0.179	0.179	0.179
63	0.179	0.179	0.179	0.179	0.179	0.179
64	0.179	0.179	0.179	0.179	0.179	0.179
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 3% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.019	0.053	0.045	0.054	0.057	0.061
51	0.002	0.017	0.028	0.044	0.053	0.060
52	0.002	0.031	0.037	0.051	0.059	0.066
53	0.026	0.049	0.049	0.080	0.099	0.114
54	0.019	0.034	0.047	0.091	0.121	0.142
55	0.006	0.115	0.141	0.199	0.231	0.259
56	0.017	0.188	0.121	0.173	0.199	0.199
57	0.008	0.137	0.093	0.136	0.157	0.157
58	0.017	0.126	0.105	0.164	0.194	0.194
59	0.026	0.146	0.110	0.167	0.195	0.195
60	0.155	0.155	0.155	0.155	0.155	0.155
61	0.210	0.210	0.210	0.210	0.210	0.210
62	0.262	0.262	0.262	0.262	0.262	0.262
63	0.172	0.172	0.172	0.172	0.172	0.172
64	0.227	0.227	0.227	0.227	0.227	0.227
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 3% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.003	0.006	0.013	0.019	0.025	0.028
51	0.004	0.008	0.017	0.026	0.034	0.038
52	0.005	0.011	0.022	0.033	0.044	0.049
53	0.005	0.034	0.024	0.038	0.069	0.138
54	0.007	0.047	0.032	0.051	0.094	0.187
55	0.010	0.067	0.046	0.073	0.134	0.266
56	0.010	0.063	0.044	0.069	0.127	0.253
57	0.135	0.100	0.148	0.196	0.220	0.220
58	0.083	0.062	0.091	0.120	0.135	0.135
59	0.137	0.053	0.084	0.146	0.177	0.177
60	0.162	0.063	0.099	0.172	0.208	0.208
61	0.598	0.231	0.231	0.231	0.231	0.231
62	0.621	0.240	0.240	0.240	0.240	0.240
63	0.236	0.236	0.236	0.236	0.236	0.236
64	0.236	0.236	0.236	0.236	0.236	0.236
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 3% at 50

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.124	0.103	0.113	0.143	0.244	0.376
51	0.060	0.081	0.087	0.125	0.207	0.294
52	0.016	0.055	0.111	0.148	0.192	0.235
53	0.072	0.074	0.098	0.142	0.189	0.237
54	0.018	0.049	0.105	0.123	0.187	0.271
55	0.069	0.074	0.081	0.113	0.209	0.305
56	0.064	0.108	0.113	0.125	0.190	0.288
57	0.056	0.109	0.160	0.182	0.210	0.210
58	0.108	0.129	0.173	0.189	0.214	0.214
59	0.093	0.144	0.204	0.229	0.262	0.262
60	0.343	0.180	0.159	0.188	0.247	0.247
61	0.221	0.221	0.221	0.221	0.221	0.221
62	0.213	0.213	0.213	0.213	0.213	0.213
63	0.233	0.233	0.233	0.233	0.233	0.233
64	0.234	0.234	0.234	0.234	0.234	0.234
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 3% at 50

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.095	0.048	0.053	0.093	0.134	0.175
51	0.016	0.032	0.053	0.085	0.117	0.149
52	0.013	0.032	0.054	0.087	0.120	0.154
53	0.085	0.044	0.049	0.089	0.129	0.170
54	0.038	0.065	0.074	0.105	0.136	0.167
55	0.042	0.043	0.049	0.085	0.132	0.215
56	0.133	0.103	0.075	0.113	0.151	0.209
57	0.062	0.048	0.060	0.124	0.172	0.213
58	0.124	0.097	0.092	0.153	0.194	0.227
59	0.092	0.071	0.078	0.144	0.192	0.233
60	0.056	0.044	0.061	0.131	0.186	0.233
61	0.282	0.219	0.158	0.198	0.233	0.260
62	0.292	0.227	0.164	0.205	0.241	0.269
63	0.196	0.196	0.196	0.196	0.196	0.196
64	0.197	0.197	0.197	0.197	0.197	0.197
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 2% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.040	0.040	0.040	0.040	0.040	0.080
51	0.028	0.028	0.028	0.028	0.040	0.066
52	0.028	0.028	0.028	0.028	0.043	0.061
53	0.028	0.028	0.028	0.028	0.057	0.086
54	0.028	0.028	0.028	0.032	0.069	0.110
55	0.050	0.050	0.050	0.067	0.099	0.179
56	0.046	0.046	0.046	0.062	0.090	0.160
57	0.054	0.054	0.054	0.072	0.106	0.191
58	0.060	0.060	0.060	0.066	0.103	0.171
59	0.060	0.060	0.060	0.069	0.105	0.171
60	0.113	0.113	0.113	0.113	0.113	0.171
61	0.108	0.108	0.108	0.108	0.108	0.128
62	0.113	0.113	0.113	0.113	0.113	0.159
63	0.113	0.113	0.113	0.113	0.113	0.159
64	0.113	0.113	0.113	0.113	0.113	0.239
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 2% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.005	0.005	0.005	0.005	0.008	0.012
51	0.006	0.006	0.006	0.006	0.009	0.013
52	0.012	0.012	0.012	0.012	0.019	0.028
53	0.033	0.033	0.033	0.033	0.050	0.075
54	0.045	0.045	0.045	0.045	0.069	0.103
55	0.061	0.061	0.061	0.061	0.094	0.140
56	0.055	0.055	0.055	0.055	0.084	0.126
57	0.081	0.081	0.081	0.081	0.125	0.187
58	0.059	0.059	0.059	0.059	0.091	0.137
59	0.055	0.055	0.055	0.055	0.084	0.126
60	0.085	0.085	0.085	0.085	0.131	0.196
61	0.085	0.085	0.085	0.085	0.131	0.196
62	0.085	0.085	0.085	0.085	0.131	0.196
63	0.085	0.085	0.085	0.085	0.131	0.196
64	0.085	0.085	0.085	0.085	0.131	0.196
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 2.5% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.050	0.050	0.050	0.050	0.050	0.100
51	0.038	0.038	0.038	0.038	0.055	0.089
52	0.038	0.038	0.038	0.038	0.058	0.082
53	0.036	0.036	0.036	0.036	0.073	0.111
54	0.036	0.036	0.036	0.041	0.088	0.142
55	0.061	0.061	0.061	0.082	0.120	0.217
56	0.056	0.056	0.056	0.075	0.110	0.194
57	0.060	0.060	0.060	0.080	0.118	0.213
58	0.072	0.072	0.072	0.079	0.124	0.205
59	0.072	0.072	0.072	0.083	0.126	0.205
60	0.135	0.135	0.135	0.135	0.135	0.205
61	0.130	0.130	0.130	0.130	0.130	0.153
62	0.135	0.135	0.135	0.135	0.135	0.191
63	0.135	0.135	0.135	0.135	0.135	0.191
64	0.135	0.135	0.135	0.135	0.135	0.287
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 2.5% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.007	0.007	0.007	0.007	0.010	0.015
51	0.008	0.008	0.008	0.008	0.012	0.018
52	0.016	0.016	0.016	0.016	0.025	0.038
53	0.042	0.042	0.042	0.042	0.064	0.096
54	0.057	0.057	0.057	0.057	0.088	0.132
55	0.074	0.074	0.074	0.074	0.114	0.170
56	0.066	0.066	0.066	0.066	0.102	0.153
57	0.090	0.090	0.090	0.090	0.139	0.208
58	0.071	0.071	0.071	0.071	0.110	0.164
59	0.066	0.066	0.066	0.066	0.101	0.151
60	0.102	0.102	0.102	0.102	0.157	0.235
61	0.102	0.102	0.102	0.102	0.157	0.236
62	0.102	0.102	0.102	0.102	0.157	0.236
63	0.102	0.102	0.102	0.102	0.157	0.236
64	0.102	0.102	0.102	0.102	0.157	0.236
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 2.7% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.050	0.050	0.050	0.050	0.050	0.100
51	0.040	0.040	0.040	0.040	0.058	0.094
52	0.038	0.038	0.038	0.038	0.058	0.083
53	0.038	0.038	0.038	0.038	0.077	0.117
54	0.038	0.038	0.038	0.044	0.093	0.150
55	0.068	0.068	0.068	0.091	0.134	0.242
56	0.063	0.063	0.063	0.084	0.123	0.217
57	0.060	0.060	0.060	0.080	0.118	0.213
58	0.080	0.080	0.080	0.088	0.138	0.228
59	0.080	0.080	0.080	0.092	0.140	0.228
60	0.150	0.150	0.150	0.150	0.150	0.228
61	0.144	0.144	0.144	0.144	0.144	0.170
62	0.150	0.150	0.150	0.150	0.150	0.213
63	0.150	0.150	0.150	0.150	0.150	0.213
64	0.150	0.150	0.150	0.150	0.150	0.319
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 2.7% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.007	0.007	0.007	0.007	0.010	0.015
51	0.008	0.008	0.008	0.008	0.013	0.019
52	0.016	0.016	0.016	0.016	0.025	0.038
53	0.044	0.044	0.044	0.044	0.068	0.102
54	0.061	0.061	0.061	0.061	0.093	0.140
55	0.083	0.083	0.083	0.083	0.127	0.190
56	0.074	0.074	0.074	0.074	0.114	0.171
57	0.090	0.090	0.090	0.090	0.139	0.208
58	0.079	0.079	0.079	0.079	0.122	0.182
59	0.073	0.073	0.073	0.073	0.112	0.168
60	0.114	0.114	0.114	0.114	0.175	0.262
61	0.114	0.114	0.114	0.114	0.175	0.262
62	0.114	0.114	0.114	0.114	0.175	0.262
63	0.114	0.114	0.114	0.114	0.175	0.262
64	0.114	0.114	0.114	0.114	0.175	0.262
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Schools 2% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.003	0.004	0.006	0.007	0.010	0.010
51	0.004	0.005	0.007	0.008	0.011	0.011
52	0.005	0.007	0.008	0.009	0.012	0.012
53	0.007	0.008	0.010	0.012	0.015	0.015
54	0.006	0.009	0.012	0.015	0.020	0.021
55	0.011	0.023	0.034	0.057	0.070	0.090
56	0.012	0.027	0.036	0.056	0.073	0.095
57	0.016	0.027	0.036	0.055	0.068	0.087
58	0.019	0.030	0.040	0.062	0.078	0.103
59	0.023	0.034	0.046	0.070	0.085	0.109
60	0.022	0.043	0.062	0.095	0.113	0.141
61	0.030	0.051	0.071	0.103	0.124	0.154
62	0.065	0.098	0.128	0.188	0.216	0.248
63	0.075	0.112	0.144	0.197	0.222	0.268
64	0.091	0.116	0.138	0.180	0.196	0.231
65	0.163	0.164	0.197	0.232	0.250	0.271
66	0.208	0.204	0.243	0.282	0.301	0.315
67	0.189	0.185	0.221	0.257	0.274	0.287
68	0.127	0.158	0.200	0.227	0.241	0.244
69	0.168	0.162	0.189	0.217	0.229	0.238
70	0.191	0.190	0.237	0.250	0.246	0.254

Schools 2% at 62

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.000	0.000	0.000	0.000	0.000	0.000
51	0.000	0.000	0.000	0.000	0.000	0.000
52	0.004	0.007	0.010	0.011	0.013	0.015
53	0.004	0.008	0.010	0.013	0.014	0.016
54	0.005	0.011	0.015	0.018	0.020	0.022
55	0.014	0.027	0.038	0.045	0.050	0.056
56	0.013	0.026	0.037	0.043	0.048	0.055
57	0.013	0.027	0.038	0.045	0.050	0.055
58	0.017	0.034	0.047	0.056	0.062	0.069
59	0.019	0.037	0.052	0.062	0.068	0.076
60	0.026	0.053	0.074	0.087	0.097	0.108
61	0.030	0.058	0.081	0.095	0.106	0.119
62	0.053	0.105	0.147	0.174	0.194	0.217
63	0.054	0.107	0.151	0.178	0.198	0.222
64	0.053	0.105	0.147	0.174	0.194	0.216
65	0.072	0.142	0.199	0.235	0.262	0.293
66	0.077	0.152	0.213	0.252	0.281	0.314
67	0.070	0.139	0.194	0.229	0.255	0.286
68	0.063	0.124	0.173	0.205	0.228	0.255
69	0.066	0.130	0.183	0.216	0.241	0.270
70	0.071	0.140	0.196	0.231	0.258	0.289

Miscellaneous

Internal Revenue Code Section 415

The limitations on benefits imposed by Internal Revenue Code Section 415 are taken into account in this valuation. Each year the impact of any changes in this limitation since the prior valuation is included and amortized as part of the actuarial gain or loss base. This results in lower contributions for those employers contributing to the Replacement Benefit Fund and protects CalPERS from prefunding expected benefits in excess of limits imposed by federal tax law. The Section 415(b) dollar limit for the 2021 calendar year is $230,000.

Internal Revenue Code Section 401(a)(17)

The limitations on compensation imposed by Internal Revenue Code Section 401(a)(17) are taken into account in this valuation. Each year, the impact of any changes in the compensation limitation since the prior valuation is included and amortized as part of the actuarial gain or loss base. The compensation limit for classic members for the 2021 calendar year is $290,000.

Appendix B

Principal Plan Provisions

The following is a description of the principal plan provisions used in calculating costs and liabilities. We have indicated whether a plan provision is standard or optional. Standard benefits are applicable to all members while optional benefits vary among employers. Optional benefits that apply to a single period of time, such as Golden Hands bakes, have not been included. Many of the statements in this summary are general in nature, and are intended to provide an easily understood summary of the Public Employees' Retirement Law. The law itself governs in all situations.

Service Retirement

Eligibility

A classic CalPERS member or PEPRA Safety member becomes eligible for Service Retirement upon attainment of age 50 with at least 5 years of credited service (total service across all CalPERS employers, and with certain other retirement systems with which CalPERS has reciprocity agreements). For employees hired into a plan with the 1.5% at age 65 formula, eligibility for service retirement is age 55 with at least 5 years of service. PEPRA Miscellaneous members become eligible for service retirement upon attainment of age 52 with at least 5 years of service.

Benefit

The service retirement benefit is a monthly allowance equal to the product of the *benefit factor*, *years of service*, and *final compensation*.

- The *benefit factor* depends on the benefit formula specified in the agency's contract. The table below shows the factors for each of the available formulas. Factors vary by the member's age at retirement. Listed are the factors for retirement at whole year ages:

Miscellaneous Plan Formulas

Retirement Age	1.5% at 65	2% at 60	2% at 55	2.5% at 55	2.7% at 55	3% at 60	PEPRA 2% at 62
50	0.5000%	1.092%	1.426%	2.000%	2.000%	2.000%	N/A
51	0.5667%	1.156%	1.522%	2.100%	2.140%	2.100%	N/A
52	0.6334%	1.224%	1.628%	2.200%	2.280%	2.200%	1.000%
53	0.7000%	1.296%	1.742%	2.300%	2.420%	2.300%	1.100%
54	0.7667%	1.376%	1.866%	2.400%	2.560%	2.400%	1.200%
55	0.8334%	1.460%	2.000%	2.500%	2.700%	2.500%	1.300%
56	0.9000%	1.552%	2.052%	2.500%	2.700%	2.600%	1.400%
57	0.9667%	1.650%	2.104%	2.500%	2.700%	2.700%	1.500%
58	1.0334%	1.758%	2.156%	2.500%	2.700%	2.800%	1.600%
59	1.1000%	1.874%	2.210%	2.500%	2.700%	2.900%	1.700%
60	1.1667%	2.000%	2.262%	2.500%	2.700%	3.000%	1.800%
61	1.2334%	2.134%	2.314%	2.500%	2.700%	3.000%	1.900%
62	1.3000%	2.272%	2.366%	2.500%	2.700%	3.000%	2.000%
63	1.3667%	2.418%	2.418%	2.500%	2.700%	3.000%	2.100%
64	1.4334%	2.418%	2.418%	2.500%	2.700%	3.000%	2.200%
65	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.300%
66	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.400%
67 & up	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.500%

Safety Plan Formulas

Retirement Age	Half Pay at 55*	2% at 55	2% at 50	3% at 55	3% at 50
50	1.783%	1.426%	2.000%	2.400%	3.000%
51	1.903%	1.522%	2.140%	2.520%	3.000%
52	2.035%	1.628%	2.280%	2.640%	3.000%
53	2.178%	1.742%	2.420%	2.760%	3.000%
54	2.333%	1.866%	2.560%	2.880%	3.000%
55 & Up	2.500%	2.000%	2.700%	3.000%	3.000%

* For this formula, the benefit factor also varies by entry age. The factors shown are for members with an entry age of 35 or greater. If entry age is less than 35, then the age 55 benefit factor is 50% divided by the difference between age 55 and entry age. The benefit factor for ages prior to age 55 is the same proportion of the age 55 benefit factor as in the above table.

PEPRA Safety Plan Formulas

Retirement Age	2% at 57	2.5% at 57	2.7% at 57
50	1.426%	2.000%	2.000%
51	1.508%	2.071%	2.100%
52	1.590%	2.143%	2.200%
53	1.672%	2.214%	2.300%
54	1.754%	2.286%	2.400%
55	1.836%	2.357%	2.500%
56	1.918%	2.429%	2.600%
57 & Up	2.000%	2.500%	2.700%

- The *years of service* is the amount credited by CalPERS to a member while he or she is employed in this group (or for other periods that are recognized under the employer's contract with CalPERS). For a member who has earned service with multiple CalPERS employers, the benefit from each employer is calculated separately according to each employer's contract, and then added together for the total allowance. An agency may contract for an optional benefit where any unused sick leave accumulated at the time of retirement will be converted to credited service at a rate of 0.004 years of service for each day of sick leave.

- The *final compensation* is the monthly average of the member's highest 36 or 12 consecutive months' full-time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The standard benefit is 36 months. Employers had the option of providing a final compensation equal to the highest 12 consecutive months for classic plans only. Final compensation must be defined by the highest 36 consecutive months' pay under the 1.5% at 65 formula. PEPRA members have a cap on the annual salary that can be used to calculate final compensation for all new members based on the Social Security contribution and benefit base. For employees that participate in Social Security this cap is $128,059 for 2021 and for those employees that do not participate in Social Security the cap for 2021 is $153,671. Adjustments to the caps are permitted annually based on changes to the CPI for all urban consumers.

- Employees must be covered by Social Security with the 1.5% at 65 formula. Social Security is optional for all other benefit formulas. For employees covered by Social Security, the modified formula is the standard benefit. Under this type of formula, the final compensation is offset by $133.33 (or by one third if the final compensation is less than $400). Employers may contract for the full benefit with Social Security that will eliminate the offset applicable to the final compensation. For employees not covered by Social Security, the full benefit is paid with no offsets.

Auxiliary organizations of the CSUC system may elect reduced contribution rates, in which case the offset is $317 if members are not covered by Social Security or $513 if members are covered by Social Security.

- The Miscellaneous and PEPRA Safety service retirement benefit is not capped. The classic Safety service retirement benefit is capped at 90% of final compensation.

Vested Deferred Retirement

Eligibility for Deferred Status

A CalPERS member becomes eligible for a deferred vested retirement benefit when he or she leaves employment, keeps his or her contribution account balance on deposit with CalPERS, and has earned at least 5 years of credited service (total service across all CalPERS employers, and with certain other retirement systems with which CalPERS has reciprocity agreements).

Eligibility to Start Receiving Benefits

The CalPERS classic members and PEPRA Safety members become eligible to receive the deferred retirement benefit upon satisfying the eligibility requirements for deferred status and upon attainment of age 50 (55 for employees hired into a 1.5% at 65 plan). PEPRA Miscellaneous members become eligible to receive the deferred retirement benefit upon satisfying the eligibility requirements for deferred status and upon attainment of age 52.

Benefit

The vested deferred retirement benefit is the same as the service retirement benefit, where the benefit factor is based on the member's age at allowance commencement. For members who have earned service with multiple CalPERS employers, the benefit from each employer is calculated separately according to each employer's contract, and then added together for the total allowance.

Non-Industrial (Non-Job Related) Disability Retirement

Eligibility

A CalPERS member is eligible for Non-Industrial Disability Retirement if he or she becomes *disabled* and has at least 5 years of credited service (total service across all CalPERS employers, and with certain other retirement systems with which CalPERS has reciprocity agreements). There is no special age requirement. *Disabled* means the member is unable to perform his or her job because of an illness or injury, which is expected to be permanent or to last indefinitely. The illness or injury does not have to be job related. A CalPERS member must be actively employed by any CalPERS employer at the time of disability in order to be eligible for this benefit.

Standard Benefit

The standard Non-Industrial Disability Retirement benefit is a monthly allowance equal to 1.8% of final compensation, multiplied by *service*, which is determined as follows:

- *Service* is CalPERS credited service, for members with less than 10 years of service or greater than 18.518 years of service; or

- *Service* is CalPERS credited service plus the additional number of years that the member would have worked until age 60, for members with at least 10 years but not more than 18.518 years of service. The maximum benefit in this case is 33⅓% of final compensation.

Improved Benefit

Employers have the option of providing the improved Non-Industrial Disability Retirement benefit. This benefit provides a monthly allowance equal to 30% of final compensation for the first 5 years of service, plus 1% for each additional year of service to a maximum of 50% of final compensation.

Members who are eligible for a larger service retirement benefit may choose to receive that benefit in lieu of a disability benefit. Members eligible to retire, and who have attained the normal retirement age determined by their service retirement benefit formula, will receive the same dollar amount for disability retirement as that payable for service retirement. For members who have earned service with multiple CalPERS employers, the benefit attributed to each employer is the total disability allowance multiplied by the ratio of service with a particular employer to the total CalPERS service.

Industrial (Job Related) Disability Retirement

This is a standard benefit for Safety members except those described in Section 20423.6. For excluded Safety members and all Miscellaneous members, employers have the option of providing this benefit. An employer may choose to provide the increased benefit option or the improved benefit option.

Eligibility

An employee is eligible for Industrial Disability Retirement if he or she becomes disabled while working, where disabled means the member is unable to perform the duties of the job because of a work-related illness or injury, which is expected to be permanent or to last indefinitely. A CalPERS member who has left active employment within this group is not eligible for this benefit, except to the extent described below.

Standard Benefit

The standard Industrial Disability Retirement benefit is a monthly allowance equal to 50% of final compensation.

Increased Benefit (75% of Final Compensation)

The increased Industrial Disability Retirement benefit is a monthly allowance equal to 75% of final compensation for total disability.

Improved Benefit (50% to 90% of Final Compensation)

The improved Industrial Disability Retirement benefit is a monthly allowance equal to the Workman's Compensation Appeals Board permanent disability rate percentage (if 50% or greater, with a maximum of 90%) times the final compensation.

For a CalPERS member not actively employed in this group who became disabled while employed by some other CalPERS employer, the benefit is a return of accumulated member contributions with respect to employment in this group. With the standard or increased benefit, a member may also choose to receive the annuitization of the accumulated member contributions.

If a member is eligible for service retirement and if the service retirement benefit is more than the industrial disability retirement benefit, the member may choose to receive the larger benefit.

Post-Retirement Death Benefit

Standard Lump Sum Payment

Upon the death of a retiree, a one-time lump sum payment of $500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

Improved Lump Sum Payment

Employers have the option of providing an improved lump sum death benefit of $600, $2,000, $3,000, $4,000 or $5,000.

Form of Payment for Retirement Allowance

Standard Form of Payment

Generally, the retirement allowance is paid to the retiree in the form of an annuity for as long as he or she is alive. The retiree may choose to provide for a portion of his or her allowance to be paid to any designated beneficiary after the retiree's death. CalPERS provides for a variety of such benefit options, which the retiree pays for by taking a reduction in his or her retirement allowance. Such reduction takes into account the amount to be provided to the beneficiary and the probable duration of payments (based on the ages of the member and beneficiary) made subsequent to the member's death.

Improved Form of Payment (Post-Retirement Survivor Allowance)

Employers have the option to contract for the post-retirement survivor allowance.

For retirement allowances with respect to service subject to the modified formula, 25% of the retirement allowance will automatically be continued to certain statutory beneficiaries upon the death of the retiree, without a reduction in the retiree's allowance. For retirement allowances with respect to service subject to the full or supplemental formula, 50% of the retirement allowance will automatically be continued to certain statutory beneficiaries upon the death of the retiree, without a reduction in the retiree's allowance. This additional benefit is referred to as post-retirement survivor allowance (PRSA) or simply as survivor continuance.

In other words, 25% or 50% of the allowance, the continuance portion, is paid to the retiree for as long as he or she is alive, and that same amount is continued to the retiree's spouse (or if no eligible spouse, to unmarried child (ren) until they attain age 18; or, if no eligible child(ren), to a qualifying dependent parent) for the rest of his or her lifetime. This benefit will not be discontinued in the event the spouse remarries.

The remaining 75% or 50% of the retirement allowance, which may be referred to as the option portion of the benefit, is paid to the retiree as an annuity for as long as he or she is alive. Or, the retiree may choose to provide for some of this option portion to be paid to any designated beneficiary after the retiree's death. Benefit options applicable to the option portion are the same as those offered with the standard form. The reduction is calculated in the same manner but is applied only to the option portion.

Pre-Retirement Death Benefits

Basic Death Benefit

This is a standard benefit.

Eligibility

An employee's beneficiary (or estate) may receive the basic death benefit if the member dies while actively employed. A CalPERS member must be actively employed with the CalPERS employer providing this benefit to be eligible for this benefit. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit.

Benefit

The basic death benefit is a lump sum in the amount of the member's accumulated contributions, where interest is credited annually at the greater of 6% or the prevailing discount rate through the date of death, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

1957 Survivor Benefit

This is a standard benefit.

Eligibility

An employee's *eligible survivor(s)* may receive the 1957 Survivor benefit if the member dies while actively employed, has attained at least age 50 for classic and PEPRA Safety members and age 52 for PEPRA Miscellaneous members, and has at least 5 years of credited service (total service across all CalPERS employers and with certain other retirement systems with which CalPERS has reciprocity agreements). A CalPERS member must be actively employed with the CalPERS employer providing this benefit to be eligible for this benefit. An eligible survivor means the surviving spouse to whom the member was married at least one year before death or, if there is no eligible spouse, to the member's unmarried child(ren) under age 18. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this 1957 Survivor benefit.

Benefit

The 1957 Survivor benefit is a monthly allowance equal to one-half of the unmodified service retirement benefit that the member would have been entitled to receive if the member had retired on the date of his or her death. If the benefit is payable to the spouse, the benefit is discontinued upon the death of the spouse. If the benefit is payable to dependent child(ren), the benefit will be discontinued upon death or attainment of age 18, unless the child(ren) is disabled. The total amount paid will be at least equal to the basic death benefit.

Optional Settlement 2 Death Benefit

This is an optional benefit.

Eligibility

An employee's *eligible survivor* may receive the Optional Settlement 2 Death benefit if the member dies while actively employed, has attained at least age 50 for classic and PEPRA Safety members and age 52 for PEPRA Miscellaneous members, and has at least 5 years of credited service (total service across all CalPERS employers and with certain other retirement systems with which CalPERS has reciprocity agreements). A CalPERS member who is no longer actively employed with any CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married at least one year before death. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this Optional Settlement 2 Death benefit.

Benefit

The Optional Settlement 2 Death benefit is a monthly allowance equal to the service retirement benefit that the member would have received had the member retired on the date of his or her death and elected 100% to continue to the eligible survivor after the member's death. The allowance is payable as long as the surviving spouse lives, at which time it is continued to any unmarried child(ren) under age 18, if applicable. The total amount paid will be at least equal to the basic death benefit.

Special Death Benefit

This is a standard benefit for Safety members except those described in Section 20423.6. For excluded Safety members and all Miscellaneous members, employers have the option of providing this benefit.

Eligibility

An employee's *eligible survivor(s)* may receive the special death benefit if the member dies while actively employed and the death is job-related. A CalPERS member who is no longer actively employed with any CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married prior to the onset of the injury or illness that resulted in death. If there is no eligible spouse, an eligible survivor means the member's unmarried child(ren) under age 22. An eligible survivor who chooses to receive this benefit will not receive any other death benefit.

Benefit

The special death benefit is a monthly allowance equal to 50% of final compensation and will be increased whenever the compensation paid to active employees is increased but ceasing to increase when the member would have attained age 50. The allowance is payable to the surviving spouse until death at which time the allowance is continued to any unmarried child(ren) under age 22. There is a guarantee that the total amount paid will at least equal the basic death benefit.

If the member's death is the result of an accident or injury caused by external violence or physical force incurred in the performance of the member's duty, and there are *eligible* surviving child(ren) (*eligible* means unmarried child(ren) under age 22) in addition to an eligible spouse, then an additional monthly allowance is paid equal to the following:

- if 1 eligible child: 12.5% of final compensation
- if 2 eligible children: 20.0% of final compensation
- if 3 or more eligible children: 25.0% of final compensation

Alternate Death Benefit for Local Fire Members

This is an optional benefit available only to local fire members.

Eligibility

An employee's *eligible survivor(s)* may receive the alternate death benefit in lieu of the basic death benefit or the 1957 Survivor benefit if the member dies while actively employed and has at least 20 years of total CalPERS service. A CalPERS member who is no longer actively employed with any CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married prior to the onset of the injury or illness that resulted in death. If there is no eligible spouse, an eligible survivor means the member's unmarried child(ren) under age 18.

Benefit

The Alternate Death benefit is a monthly allowance equal to the service retirement benefit that the member would have received had the member retired on the date of his or her death and elected Optional Settlement 2. (A retiree who elects Optional Settlement 2 receives an allowance that has been reduced so that it will continue to be paid after his or her death to a surviving beneficiary.) If the member has not yet attained age 50, the benefit is equal to that which would be payable if the member had retired at age 50, based on service credited at the time of death. The allowance is payable as long as the surviving spouse lives, at which time it is continued to any unmarried child(ren) under age 18, if applicable. The total amount paid will be at least equal to the basic death benefit.

Cost-of-Living Adjustments (COLA)

Standard Benefit

Retirement and survivor allowances are adjusted each year in May for cost of living, beginning the second calendar year after the year of retirement. The standard cost-of-living adjustment (COLA) is 2%. Annual adjustments are calculated by first determining the lesser of 1) 2% compounded from the end of the year of retirement or 2) actual rate of price inflation. The resulting increase is divided by the total increase provided in prior years. For any given year, the COLA adjustment may be less than 2% (when the rate of price inflation is low), may be greater than the rate of price inflation (when the rate of price inflation is low after several years of high price inflation) or may even be greater than 2% (when price inflation is high after several years of low price inflation).

Improved Benefit

Employers have the option of providing a COLA of 3%, 4%, or 5%, determined in the same manner as described above for the standard 2% COLA. An improved COLA is not available with the 1.5% at 65 formula.

Purchasing Power Protection Allowance (PPPA)

Retirement and survivor allowances are protected against price inflation by PPPA. PPPA benefits are cost-of-living adjustments that are intended to maintain an individual's allowance at 80% of the initial allowance at retirement adjusted for price inflation since retirement. The PPPA benefit will be coordinated with other cost-of-living adjustments provided under the plan.

Employee Contributions

Each employee contributes toward his or her retirement based upon the retirement formula. The standard employee contribution is as described below.

- The percent contributed below the monthly compensation breakpoint is 0%.
- The monthly compensation breakpoint is $0 for full and supplemental formula members and $133.33 for employees covered by the modified formula.
- The percent contributed above the monthly compensation breakpoint depends upon the benefit formula, as shown in the table below.

Benefit Formula	Percent Contributed above the Breakpoint
Miscellaneous, 1.5% at 65	2%
Miscellaneous, 2% at 60	7%
Miscellaneous, 2% at 55	7%
Miscellaneous, 2.5% at 55	8%
Miscellaneous, 2.7% at 55	8%
Miscellaneous, 3% at 60	8%
Miscellaneous, 2% at 62	50% of the Total Normal Cost
Miscellaneous, 1.5% at 65	50% of the Total Normal Cost
Safety, Half Pay at 55	Varies by entry age
Safety, 2% at 55	7%
Safety, 2% at 50	9%
Safety, 3% at 55	9%
Safety, 3% at 50	9%
Safety, 2% at 57	50% of the Total Normal Cost
Safety, 2.5% at 57	50% of the Total Normal Cost
Safety, 2.7% at 57	50% of the Total Normal Cost

The employer may choose to "pick-up" these contributions for classic members (Employer Paid Member Contributions or EPMC). EPMC is prohibited for new PEPRA members.

An employer may also include Employee Cost Sharing in the contract, where employees agree to share the cost of the employer contribution. These contributions are paid in addition to the member contribution.

Auxiliary organizations of the CSU system may elect reduced contribution rates, in which case the offset is $317 and the contribution rate is 6% if members are not covered by Social Security. If members are covered by Social Security, the offset is $513 and the contribution rate is 5%.

Refund of Employee Contributions

If the member's service with the employer ends, and if the member does not satisfy the eligibility conditions for any of the retirement benefits above, the member may elect to receive a refund of his or her employee contributions, which are credited with 6% interest compounded annually.

1959 Survivor Benefit

This is a pre-retirement death benefit available only to members not covered by Social Security. Any agency joining CalPERS subsequent to 1993 is required to provide this benefit if the members are not covered by Social Security. The benefit is optional for agencies joining CalPERS prior to 1994. Levels 1, 2, and 3 are now closed. Any new agency or any agency wishing to add this benefit or increase the current level may only choose the 4th or Indexed Level.

This benefit is not included in the results presented in this valuation. More information on this benefit is available on the CalPERS website.

Appendix C

Participant Data

- Summary of Valuation Data
- Active Members
- Transferred and Terminated Members
- Retired Members and Beneficiaries

Summary of Valuation Data

	June 30, 2020	June 30, 2021
1. Active Members		
a) Counts	1,329	1,333
b) Average Attained Age	42.65	42.74
c) Average Entry Age to Rate Plan	33.79	33.73
d) Average Years of Credited Service	8.65	8.79
e) Average Annual Covered Pay	$72,561	$73,986
f) Annual Covered Payroll	96,433,712	98,622,923
g) Projected Annual Payroll for Contribution Year	104,610,283	107,141,375
h) Present Value of Future Payroll	889,096,041	944,819,528
2. Transferred Members		
a) Counts	654	670
b) Average Attained Age	46.87	46.55
c) Average Years of Credited Service	3.51	3.60
d) Average Annual Covered Pay	$84,761	$86,715
3. Terminated Members		
a) Counts	956	984
b) Average Attained Age	46.97	47.35
c) Average Years of Credited Service	2.53	2.59
d) Average Annual Covered Pay	$47,391	$48,620
4. Retired Members and Beneficiaries		
a) Counts	2,125	2,147
b) Average Attained Age	70.58	71.00
c) Average Annual Benefits	$19,115	$19,706
5. Active to Retired Ratio [(1a) / (4a)]	0.63	0.62

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

Average Annual Benefits represents benefit amounts payable by this plan only. Some members may have service with another agency and would therefore have a larger total benefit than would be included as part of the average shown here.

Active Members

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

Distribution of Active Members by Age and Service

	Years of Service at Valuation Date						
Attained Age	0-4	5-9	10-14	15-19	20-24	25+	Total
15-24	18	0	0	0	0	0	18
25-29	117	13	0	0	0	0	130
30-34	166	62	4	0	0	0	232
35-39	90	77	32	10	0	0	209
40-44	74	56	34	30	20	0	214
45-49	45	33	26	37	28	4	173
50-54	45	21	25	21	33	16	161
55-59	18	16	15	15	30	19	113
60-64	12	9	9	11	11	6	58
65 and Over	6	4	5	6	2	2	25
All Ages	591	291	150	130	124	47	1,333

Distribution of Average Annual Salaries by Age and Service

	Years of Service at Valuation Date						
Attained Age	0-4	5-9	10-14	15-19	20-24	25+	Average Salary
15-24	$43,787	$0	$0	$0	$0	$0	$43,787
25-29	53,665	57,189	0	0	0	0	54,018
30-34	57,819	68,985	67,756	0	0	0	60,974
35-39	62,624	75,775	70,967	68,146	0	0	69,011
40-44	71,940	74,395	101,611	89,031	73,616	0	79,849
45-49	71,598	74,433	100,521	89,485	85,618	78,534	82,740
50-54	77,523	81,079	95,005	98,866	104,271	101,969	91,397
55-59	68,604	76,971	97,044	78,937	92,743	102,651	87,069
60-64	62,273	74,056	68,249	76,556	90,687	101,309	77,165
65 and Over	57,325	72,429	76,699	78,341	69,966	92,506	72,486
Average	$62,033	$73,429	$89,592	$86,429	$90,567	$99,763	$73,986

Transferred and Terminated Members

Distribution of Transfers to Other CalPERS Plans by Age, Service, and average Salary

Attained Age	Years of Service at Valuation Date							Average Salary
	0-4	5-9	10-14	15-19	20-24	25+	Total	
15-24	0	0	0	0	0	0	0	$0
25-29	21	1	0	0	0	0	22	55,823
30-34	70	9	1	0	0	0	80	67,260
35-39	89	11	7	1	0	0	108	74,376
40-44	68	9	7	3	1	0	88	79,163
45-49	73	15	10	1	0	0	99	91,927
50-54	91	23	6	5	0	0	125	106,874
55-59	59	12	5	3	0	0	79	88,462
60-64	33	11	1	1	2	0	48	109,299
65 and Over	17	1	1	2	0	0	21	85,540
All Ages	521	92	38	16	3	0	670	$86,715

Distribution of Terminated Participants with Funds on Deposit by Age, Service, and average Salary

Attained Age	Years of Service at Valuation Date							Average Salary
	0-4	5-9	10-14	15-19	20-24	25+	Total	
15-24	2	0	0	0	0	0	2	$30,284
25-29	45	0	0	0	0	0	45	44,642
30-34	110	7	1	0	0	0	118	47,889
35-39	106	15	3	0	0	0	124	49,603
40-44	108	14	8	0	1	0	131	50,259
45-49	119	25	12	0	3	0	159	55,028
50-54	124	17	8	3	0	0	152	49,120
55-59	77	16	6	0	0	0	99	42,211
60-64	71	11	2	1	0	0	85	47,150
65 and Over	58	10	0	0	1	0	69	43,261
All Ages	820	115	40	4	5	0	984	$48,620

Retired Members and Beneficiaries

Distribution of Retirees and Beneficiaries by Age and Retirement Type*

Attained Age	Service Retirement	Non-Industrial Disability	Industrial Disability	Non-Industrial Death	Industrial Death	Death After Retirement	Total
Under 30	0	0	0	0	0	2	2
30-34	0	0	0	0	0	3	3
35-39	0	0	0	0	0	0	0
40-44	0	0	2	0	0	2	4
45-49	0	1	1	0	1	1	4
50-54	34	4	6	1	0	4	49
55-59	153	7	6	1	0	7	174
60-64	274	7	0	1	0	18	300
65-69	418	18	5	1	0	13	455
70-74	470	14	7	2	0	22	515
75-79	253	9	1	0	0	27	290
80-84	157	8	3	0	0	29	197
85 and Over	120	2	0	0	0	32	154
All Ages	1,879	70	31	6	1	160	2,147

Distribution of Average Annual Disbursements to Retirees and Beneficiaries by Age and Retirement Type*

Attained Age	Service Retirement	Non-Industrial Disability	Industrial Disability	Non-Industrial Death	Industrial Death	Death After Retirement	Average
Under 30	$0	$0	$0	$0	$0	$3,280	$3,280
30-34	0	0	0	0	0	2,909	2,909
35-39	0	0	0	0	0	0	0
40-44	0	0	446	0	0	6,219	3,333
45-49	0	21,593	2,433	0	2,138	267	6,608
50-54	18,560	10,440	2,383	1,855	0	5,454	14,505
55-59	21,389	12,383	291	13,922	0	7,523	19,698
60-64	21,813	5,845	0	22,508	0	14,838	21,024
65-69	22,989	8,188	725	3,450	0	12,500	21,816
70-74	22,362	9,634	2,529	17,827	0	13,808	21,363
75-79	20,181	9,169	8,850	0	0	10,110	18,862
80-84	17,260	14,536	541	0	0	11,556	16,056
85 and Over	14,367	5,537	0	0	0	15,986	14,589
All Ages	$21,043	$9,759	$1,651	$12,898	$2,138	$12,222	$19,706

Retired Members and Beneficiaries (continued)

Distribution of Retirees and Beneficiaries by Years Retired and Retirement Type*

Years Retired	Service Retirement	Non-Industrial Disability	Industrial Disability	Non-Industrial Death	Industrial Death	Death After Retirement	Total
Under 5 Yrs	451	6	7	2	0	57	523
5-9	450	7	3	1	0	32	493
10-14	459	9	4	3	1	27	503
15-19	269	11	7	0	0	28	315
20-24	131	18	6	0	0	8	163
25-29	74	10	1	0	0	5	90
30 and Over	45	9	3	0	0	3	60
All Years	1,879	70	31	6	1	160	2,147

Distribution of Average Annual Disbursements to Retirees and Beneficiaries by Years Retired and Retirement Type*

Years Retired	Service Retirement	Non-Industrial Disability	Industrial Disability	Non-Industrial Death	Industrial Death	Death After Retirement	Average
Under 5 Yrs	$23,469	$10,403	$1,976	$12,979	$0	$12,612	$21,808
5-9	19,400	12,818	1,311	5,387	0	14,390	18,843
10-14	26,908	5,846	719	15,348	2,138	13,592	25,490
15-19	17,753	11,023	2,558	0	0	10,328	16,520
20-24	14,381	10,665	2,007	0	0	4,924	13,051
25-29	12,115	8,075	325	0	0	14,318	11,657
30 and Over	7,062	9,376	86	0	0	2,980	6,856
All Years	$21,043	$9,759	$1,651	$12,898	$2,138	$12,222	$19,706

* Counts of members do not include alternate payees receiving benefits while the member is still working. Therefore, the total counts may not match information on C-1 of the report. Multiple records may exist for those who have service in more than one coverage group. This does not result in double counting of liabilities.

Appendix D

Glossary of Actuarial Terms

Glossary of Actuarial Terms

Accrued Liability *(Actuarial Accrued Liability)*

The portion of the Present Value of Benefits allocated to prior years. Based on CalPERS funding policies, the accrued liability is the target level of assets on any valuation date.

Actuarial Assumptions

Assumptions made about certain events that will affect pension costs. Assumptions generally can be broken down into two categories: demographic and economic. Demographic assumptions include such things as mortality, disability, and retirement rates. Economic assumptions include discount rate, salary growth, and inflation.

Actuarial Methods

Procedures employed by actuaries to achieve certain funding goals of a pension plan. Actuarial methods include an actuarial cost method, an amortization policy, and an asset valuation method.

Actuarial Valuation

The determination as of a valuation date of the Normal Cost, Accrued Liability, and related actuarial present values for a pension plan. These valuations are performed annually or when an employer is contemplating a change in plan provisions.

Amortization Bases

Separate payment schedules for different portions of the Unfunded Accrued Liability (UAL). The total UAL of a rate plan can be segregated by cause. The impact of such individual causes on the UAL are quantified at the time of their occurrence, resulting in new amortization bases. Each base is separately amortized and paid for over a specific period of time. Generally, in an actuarial valuation, the separate bases consist of changes in UAL due to contract amendments, actuarial assumption changes, method changes, and/or gains and losses.

Amortization Period

The number of years required to pay off an Amortization Base.

Classic Member (under PEPRA)

A member who joined a public retirement system prior to January 1, 2013 and who is not defined as a new member under PEPRA. (See definition of New Member below.)

Discount Rate

This is the rate used to discount the expected future benefit payments to the valuation date to determine the Projected Value of Benefits. The discount rate is based on the assumed long-term rate of return on plan assets, net of investment and administrative expenses. This rate is called the "actuarial interest rate" in Section 20014 of the California Public Employees' Retirement Law.

Entry Age

The earliest age at which a plan member begins to accrue benefits under a defined benefit pension plan. In most cases, this is the age of the member on their date of hire.

Entry Age Actuarial Cost Method

An actuarial cost method designed to fund a member's total plan benefit evenly over the course of his or her career. This method yields a total normal cost rate, expressed as a percentage of payroll, which is designed to remain level throughout the member's career.

Fresh Start

A Fresh Start is when multiple amortization bases are combined into a single base and amortized over a new Amortization Period.

Funded Ratio

Defined as the Market Value of Assets divided by the Accrued Liability. It is a measure of how well funded a rate plan is. A ratio greater than 100% means the rate plan has more assets than the target established by CalPERS

funding policies on the valuation date and the employer need only contribute the Normal Cost. A ratio less than 100% means assets are less than the funding target and contributions in addition to Normal Cost are required.

GASB 68

Statement No. 68 of the Governmental Accounting Standards Board. The accounting standard governing a state or local governmental employer's accounting and financial reporting for pensions.

New Member (under PEPRA)

A new member includes an individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

Normal Cost

The portion of the Present Value of Benefits allocated to the upcoming fiscal year for active employees. The normal cost plus the required amortization of the UAL, if any, make up the required contributions.

Pension Actuary

A business professional proficient in mathematics and statistics who performs the calculations necessary to properly fund a pension plan and allow the plan sponsor to disclose its liabilities. A pension actuary must satisfy the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.

PEPRA

The California Public Employees' Pension Reform Act of 2013

Present Value of Benefits (PVB)

The total dollars needed as of the valuation date to fund all benefits earned in the past or expected to be earned in the future for *current* members.

Unfunded Accrued Liability (UAL)

The Accrued Liability minus the Market Value of Assets. If the UAL for a rate plan is positive, the employer is required to make contributions in excess of the Normal Cost.

California Public Employees' Retirement System
Actuarial Office
400 Q Street, Sacramento, CA 95811 | Phone: (916) 795-3000 | Fax: (916) 795-2744
888 CalPERS (or **888**-225-7377) | TTY: (877) 249-7442 | **www.calpers.ca.gov**

July 2022

Safety Plan of the County of Yolo (CalPERS ID: 6380137448)
Annual Valuation Report as of June 30, 2021

Dear Employer,

Attached to this letter, you will find the June 30, 2021 actuarial valuation report for the rate plan noted above. Provided in this report is the determination of the minimum required employer contributions for fiscal year (FY) 2023-24. In addition, the report also contains important information regarding the current financial status of the plan as well as projections and risk measures to aid in planning for the future.

Actuarial valuations are based on assumptions regarding future plan experience including investment return and payroll growth, eligibility for the types of benefits provided, and longevity among retirees. The CalPERS Board of Administration (board) adopts these assumptions after considering the advice of CalPERS actuarial and investment teams and other professionals. Each actuarial valuation reflects all prior differences between actual and assumed experience and adjusts the contribution requirements as needed. This valuation is based on an investment return assumption of 6.8%, which was adopted by the board in November 2021. Other assumptions used in this report are those recommended in the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021.

Required Contributions

The table below shows the minimum required employer contributions and the PEPRA member rate for FY 2023-24 along with an estimate of the required contribution for FY 2024-25. Employee contributions other than cost sharing (whether paid by the employer or the employee) are in addition to the results shown below. The required employer contributions in this report do not reflect any cost sharing arrangement between the agency and the employees.

Fiscal Year	Employer Normal Cost Rate	Employer Amortization of Unfunded Accrued Liability	PEPRA Member Rate
2023-24	20.00%	$6,930,525	13.75%
Projected Results			
2024-25	*19.7%*	*$6,943,000*	*TBD*

The actual investment return for FY 2021-22 was not known at the time this report was prepared. The projections above assume the investment return for that year would be 6.8%. *To the extent the actual investment return for FY 2021-22 differs from 6.8%, the actual contribution requirements for FY 2024-25 will differ from those shown above.* For additional details regarding the assumptions and methods used for these projections, please refer to the "Projected Employer Contributions" in the "Highlights and Executive Summary" section. This section also contains projected required contributions through FY *2028-29*.

Changes from Previous **Year's Valuation**s

On July 12, 2021, CalPERS reported a preliminary 21.3% net return on investments for FY 2020-21. Since the return exceeded the 7.00% discount rate sufficiently, the CalPERS Funding Risk Mitigation policy allows CalPERS to use a portion of the investment gain to offset the cost of reducing the expected volatility of future investment returns. Based on the thresholds specified in the policy, the excess return of 14.3% prescribes a reduction in investment volatility that corresponds to a reduction in the discount rate of 0.20%, from 7.00% to 6.80%.

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the November 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumption for public agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new strategic asset allocation as part of its Asset Liability Management process. The new

asset allocation, along with the new capital market assumptions and economic assumptions, support a discount rate of 6.80%. This includes a reduction in the price inflation assumption from 2.50% to 2.30%.

Besides the above noted changes, there may also be changes specific to the plan such as contract amendments and funding changes.

Further descriptions of general changes are included in the "Highlights and Executive Summary" section and in Appendix A, "Actuarial Methods and Assumptions." The effects of the changes on the required contributions are included in the "Reconciliation of Required Employer Contributions" section.

Questions

We understand that you might have questions about these results, and the plan actuary whose signature is on the valuation report is available to discuss. If you have other questions, you may call the Customer Contact Center at (888)-CalPERS or (888-225-7377).

Sincerely,

SCOTT TERANDO, ASA, EA, MAAA, FCA, CFA
Chief Actuary, CalPERS



Actuarial Valuation
as of June 30, 2021

for the
Safety Plan
of the
County of Yolo

(CalPERS ID: 6380137448)
(Rate Plan ID: 426)

Required Contributions
for Fiscal Year
July 1, 2023 – June 30, 2024

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Actuarial Certification

To the best of our knowledge, this report is complete and accurate and contains sufficient information to disclose, fully and fairly, the funded condition of the Safety Plan of the County of Yolo and satisfies the actuarial valuation requirements of Government Code section 7504. This valuation is based on the member and financial data as of June 30, 2021 provided by the various CalPERS databases and the benefits under this plan with CalPERS as of the date this report was produced. It is our opinion that the valuation has been performed in accordance with generally accepted actuarial principles, in accordance with standards of practice prescribed by the Actuarial Standards Board, and that the assumptions and methods are internally consistent and reasonable for this plan, as prescribed by the CalPERS Board of Administration according to provisions set forth in the California Public Employees' Retirement Law.

The undersigned is an actuary who satisfies the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.



MAY SHUANG YU, ASA, MAAA
Senior Pension Actuary, CalPERS

Highlights and Executive Summary

- Introduction
- Purpose of the Report
- Required Contributions
- Additional Discretionary Employer Contributions
- **Plan's** Funded Status
- Projected Employer Contributions
- Cost
- Changes Since the Prior Year**'s Valuation**
- Subsequent Events

Introduction

This report presents the results of the June 30, 2021 actuarial valuation of the Safety Plan of the County of Yolo of the California Public Employees' Retirement System (CalPERS). This actuarial valuation sets the minimum required employer contributions for fiscal year (FY) 2023-24.

Purpose of the Report

The actuarial valuation was prepared by the CalPERS Actuarial Office using data as of June 30, 2021. The purpose of the report is to:

- Set forth the assets and accrued liabilities of this plan as of June 30, 2021;
- Determine the minimum required employer contributions for the FY July 1, 2023 through June 30, 2024;
- Provide actuarial information as of June 30, 2021 to the CalPERS Board of Administration (board) and other interested parties.

The pension funding information presented in this report should not be used in financial reports subject to Governmental Accounting Standards Board (GASB) Statement No. 68 for an Agent Employer Defined Benefit Pension Plan. A separate accounting valuation report for such purposes is available from CalPERS and details for ordering are available on the CalPERS website (www.calpers.ca.gov).

The measurements shown in this actuarial valuation may not be applicable for other purposes. The agency should contact the plan actuary before disseminating any portion of this report for any reason that is not explicitly described above.

Future actuarial measurements may differ significantly from the current measurements presented in this report due to such factors as the following: plan experience differing from that anticipated by the economic or demographic assumptions; changes in economic or demographic assumptions; changes in actuarial policies; changes in plan provisions or applicable law; and differences between the required contributions determined by the valuation and the actual contributions made by the agency.

Assessment and Disclosure of Risk

This report includes the following risk disclosures consistent with the recommendations of Actuarial Standards of Practice No. 51 and recommended by the California Actuarial Advisory Panel (CAAP) in the Model Disclosure Elements document:

- A "Scenario Test," projecting future results under different investment income returns.
- A "Sensitivity Analysis," showing the impact on current valuation results using alternative discount rates 5.8% and 7.8%.
- A "Sensitivity Analysis," showing the impact on current valuation results assuming rates of mortality are 10% lower or 10% higher than our current post-retirement mortality assumptions adopted in 2021.
- Plan maturity measures indicating how sensitive a plan may be to the risks noted above.

Required Contributions

Required Employer Contributions	Fiscal Year 2023-24
Employer Normal Cost Rate	20.00%
Plus	
Required Payment on Amortization Bases	$6,930,525
Paid either as	
1) Monthly Payment	$577,544
Or	
2) Annual Prepayment Option*	$6,706,262
Required PEPRA Member Contribution Rate	13.75%

The total minimum required employer contribution is the sum of the Plan's Employer Normal Cost Rate (expressed as a percentage of payroll and paid as payroll is reported) plus the Employer Unfunded Accrued Liability (UAL) Contribution Amount (billed monthly (1) or prepaid annually (2) in dollars).

** Only the UAL portion of the employer contribution can be prepaid (which must be received in full no later than July 31).*

For additional detail regarding the determination of the required contribution for PEPRA members, see "PEPRA Member Contribution Rates" in the "Liabilities and Contributions" section. Required member contributions for Classic members can be found in Appendix B.

	Fiscal Year 2022-23	Fiscal Year 2023-24
Normal Cost Contribution as a Percentage of Payroll		
Total Normal Cost	29.06%	30.52%
Employee Contribution[1]	10.20%	10.52%
Employer Normal Cost[2]	18.86%	20.00%
Projected Annual Payroll for Contribution Year	$25,543,712	$26,360,864
Estimated Employer Contributions Based On Projected Payroll		
Total Normal Cost	$7,423,003	$8,045,336
Employee Contribution	2,605,459	2,773,163
Employer Normal Cost	4,817,544	5,272,173
Unfunded Liability Contribution	7,157,394	6,930,525
% of Projected Payroll (illustrative only)	28.02%	26.29%
Estimated Total Employer Contribution	$11,974,938	$12,202,698
% of Projected Payroll (illustrative only)	46.88%	46.29%

[1] For classic members, this is the percentage specified in the Public Employees' Retirement Law, net of any reduction from the use of a modified formula or other factors. For PEPRA members, the member contribution rate is based on 50% of the normal cost. A development of PEPRA member contribution rates can be found in the "Liabilities and Contributions" section. Employee cost sharing is not shown in this report.

[2] The Employer Normal Cost is a blended rate for all benefit groups in the plan. For a breakout of normal cost by benefit group, see "Normal Cost by Benefit Group" in the "Liabilities and Contributions" section.

Additional Discretionary Employer Contributions

The minimum required employer contribution towards the Unfunded Accrued Liability (UAL) for this rate plan for FY 2023-24 is $6,930,525. CalPERS allows agencies to make additional discretionary payments (ADPs) at any time and in any amount. These optional payments serve to reduce the UAL and future required contributions and can result in significant long-term savings. Agencies can also use ADPs to stabilize annual contributions as a fixed dollar amount, percent of payroll or percent of revenue.

Provided below are select ADP options for consideration. Making such an ADP during FY 2023-24 does not require an ADP be made in any future year, nor does it change the remaining amortization period of any portion of unfunded liability. For information on permanent changes to amortization periods, see the "Amortization Schedule and Alternatives" section of the report.

Agencies considering making an ADP should contact CalPERS for additional information.

Minimum Required Employer Contribution for Fiscal Year 2023-24

Estimated Normal Cost	Minimum UAL Payment	ADP	Total UAL Contribution	Estimated Total Contribution
$5,272,173	$6,930,525	$0	$6,930,525	$12,202,698

Alternative Fiscal Year 2023-24 Employer Contributions for Greater UAL Reduction

Funding Target	Estimated Normal Cost	Minimum UAL Payment	ADP[1]	Total UAL Contribution	Estimated Total Contribution
10 years	$5,272,173	$6,930,525	$1,163,289	$8,093,814	$13,365,987
5 years	$5,272,173	$6,930,525	$6,988,303	$13,918,828	$19,191,001

[1] The ADP amounts are assumed to be made in the middle of the fiscal year. A payment made earlier or later in the fiscal year would have to be less or more than the amount shown to have the same effect on the UAL amortization.

Note that the calculations above are based on the projected Unfunded Accrued Liability as of June 30, 2023 as determined in the June 30, 2021 actuarial valuation. New unfunded liabilities can emerge in future years due to assumption or method changes, changes in plan provisions, and actuarial experience different than assumed. Making an ADP illustrated above for the indicated number of years will not result in a plan that is exactly 100% funded in the indicated number of years. Valuation results will vary from one year to the next and can diverge significantly from projections over a period of several years.

Plan's Funded Status

	June 30, 2020	June 30, 2021
1. Present Value of Projected Benefits	$323,790,782	$349,998,190
2. Entry Age Accrued Liability	259,208,391	279,995,683
3. Market Value of Assets (MVA)	172,366,557	215,350,599
4. Unfunded Accrued Liability (UAL) [(2) – (3)]	$86,841,834	$64,645,084
5. Funded Ratio [(3) / (2)]	66.5%	76.9%

The UAL and funded ratio are assessments of the need for future employer contributions based on the actuarial cost method used to fund the plan. The UAL is the present value of future employer contributions for service that has already been earned and is in addition to future normal cost contributions for active members. The funded ratio, on the other hand, is a relative measure of funded status that allows for comparison between plans of different sizes. For measures of funded status that are appropriate for assessing the sufficiency of plan assets to cover estimated termination liabilities, please see "Hypothetical Termination Liability" in the "Risk Analysis" section.

Projected Employer Contributions

The table below shows the required and projected employer contributions (before cost sharing) for the next six fiscal years. The projection assumes that all actuarial assumptions will be realized and that no further changes to assumptions, contributions, benefits, or funding will occur during the projection period. In particular, the investment return beginning with FY 2021-22 is assumed to be 6.80% per year, net of investment and administrative expenses. Actual contribution rates during this projection period could be significantly higher or lower than the projection shown below. The projected normal cost percentages below reflect that the normal cost will continue to decline over time as new employees are hired into lower cost benefit tiers. Future contribution requirements may differ significantly from those shown below. The actual long-term cost of the plan will depend on the actual benefits and expenses paid and the actual investment experience of the fund.

	Required Contribution	Projected Future Employer Contributions (Assumes 6.80% Return for Fiscal Year 2021-22 and Beyond)				
Fiscal Year	2023-24	2024-25	2025-26	2026-27	2027-28	2028-29
Normal Cost %	20.00%	19.7%	19.4%	19.1%	18.8%	18.4%
UAL Payment	$6,930,525	$6,943,000	$6,788,000	$6,254,000	$5,982,000	$5,608,000
*Total as a % of Payroll**	*46.29%*	*45.3%*	*43.8%*	*40.9%*	*39.1%*	*36.9%*
Projected Payroll	*$26,360,864*	*$27,098,968*	*$27,857,740*	*$28,637,756*	*$29,439,613*	*$30,263,922*

*Illustrative only and based on the projected payroll shown.

For some sources of UAL, the change in UAL is amortized using a 5-year ramp up. For more information, please see "Amortization of the Unfunded Actuarial Accrued Liability" under "Actuarial Methods" in Appendix A. This method phases in the impact of the change in UAL over a 5-year period in order to reduce employer cost volatility from year to year. As a result of this methodology, dramatic changes in the required employer contributions in any one year are less likely. However, required contributions can change gradually and significantly over the next five years. In years when there is a large increase in UAL, the relatively small amortization payments during the ramp up period could result in a funded ratio that is projected to decrease initially while the contribution impact of the increase in the UAL is phased in.

For projected contributions under alternate investment return scenarios, please see the "Future Investment Return Scenarios" in the "Risk Analysis" section. Our online pension plan projection tool, Pension Outlook, is available in the Employers section of the CalPERS website. Pension Outlook can help plan and budget pension costs under various scenarios.

Cost

Actuarial Determination of Plan Cost

Contributions to fund the plan are comprised of two components:

- Normal Cost, expressed as a percentage of total active payroll
- Amortization of the Unfunded Accrued Liability (UAL), expressed as a dollar amount

For fiscal years prior to 2017-18, the Amortization of UAL component was expressed as a percentage of total active payroll. Starting with FY 2017-18, the Amortization of UAL component is expressed as a dollar amount and invoiced on a monthly basis. There is an option to prepay this amount during July of each fiscal year.

The Normal Cost component is expressed as a percentage of active payroll with employer and employee contributions payable as part of the regular payroll reporting process.

The determination of both components requires complex actuarial calculations. The calculations are based on a set of actuarial assumptions which can be divided into two categories:

- Demographic assumptions (e.g., mortality rates, retirement rates, employment termination rates, disability rates)
- Economic assumptions (e.g., future investment earnings, inflation, salary growth rates)

These assumptions reflect CalPERS' best estimate of future experience of the plan and are long term in nature. We recognize that all assumptions will not be realized in any given year. For example, the investment earnings at CalPERS have averaged 6.9% over the 20 years ending June 30, 2021, yet individual fiscal year returns have ranged from -23.6% to +21.3%. In addition, CalPERS reviews all actuarial assumptions by conducting in-depth experience studies every four years, with the most recent experience study completed in 2021.

Changes Since the Prior **Year's** Valuation

Benefits

The standard actuarial practice at CalPERS is to recognize mandated legislative benefit changes in the first annual valuation following the effective date of the legislation. Voluntary benefit changes by plan amendment are generally included in the first valuation that is prepared after the amendment becomes effective, even if the valuation date is prior to the effective date of the amendment.

This valuation generally reflects plan changes by amendments effective before the date of the report. Please refer to the "Plan's Major Benefit Options" and Appendix B for a summary of the plan provisions used in this valuation. The effect of any mandated benefit changes or plan amendments on the unfunded liability is shown in the "(Gain) / Loss Analysis 6/30/20 – 6/30/21" and the effect on the employer contribution is shown in the "Reconciliation of Required Employer Contributions." It should be noted that no change in liability or contribution is shown for any plan changes which were already included in the prior year's valuation.

Actuarial Methods and Assumptions

On November 17, 2021, the board adopted new actuarial assumptions based on the recommendations in the 2021 CalPERS Experience Study and Review of Actuarial Assumptions. This study reviewed the retirement rates, termination rates, mortality rates, rates of salary increases, and inflation assumptions for Public Agencies. These new assumptions are incorporated in this actuarial valuation and will impact the required contribution for FY 2023-24. In addition, the board adopted a new asset portfolio as part of its Asset Liability Management process. The new asset mix supports a 6.80% discount rate, which reflects a change in the price inflation assumption to 2.30%.

Subsequent Events

The contribution requirements determined in this actuarial valuation report are based on demographic and financial information as of June 30, 2021. Changes subsequent to that date are not reflected. Investment returns below the assumed rate of return may increase future required contributions while investment returns above the assumed rate of return may decrease future required contributions.

The projected employer contributions on Page 6 are calculated under the assumption that the discount rate remains at 6.8% going forward and that the realized rate of return on assets for FY 2021-22 is 6.8%.

This actuarial valuation report reflects statutory changes, regulatory changes, and board actions through January 2022. Any subsequent changes or actions are not reflected.

Assets

- Reconciliation of the Market Value of Assets
- Asset Allocation
- CalPERS History of Investment Returns

Reconciliation of the Market Value of Assets

1.	Market Value of Assets as of 6/30/20 including Receivables	$172,366,557
2.	Change in Receivables for Service Buybacks	(7,015)
3.	Employer Contributions	11,264,300
4.	Employee Contributions	2,441,037
5.	Benefit Payments to Retirees and Beneficiaries	(10,751,019)
6.	Refunds	(75,749)
7.	Transfers	686
8.	Service Credit Purchase (SCP) Payments and Interest	29,328
9.	Administrative Expenses	(217,206)
10.	Miscellaneous Adjustments	0
11.	Investment Return (Net of Investment Expenses)	40,299,679
12.	Market Value of Assets as of 6/30/21 including Receivables	$215,350,599

Asset Allocation

CalPERS adheres to an Asset Allocation Strategy which establishes asset class allocation policy targets and ranges and manages those asset class allocations within their policy ranges. CalPERS Investment Belief No. 6 recognizes that strategic asset allocation is the dominant determinant of portfolio risk and return.

The asset allocation shown below reflects the allocation of the Public Employees' Retirement Fund (PERF) in its entirety as of June 30, 2021. The assets for County of Yolo Safety Plan are part of the PERF and are invested accordingly.

Asset Class	Current Allocation as of 6/30/2021	Policy Target Allocation as of 6/30/2021
Public Equity	51.4%	50.0%
Private Equity	8.3%	8.0%
Global Fixed Income	29.8%	28.0%
Real Assets	9.6%	13.0%
Liquidity	1.0%	1.0%
Total Fund Level Portfolios	2.5%	0.0%
Trust Level Financing	(2.6%)	0.0%
Total Fund	100.0%	100.0%

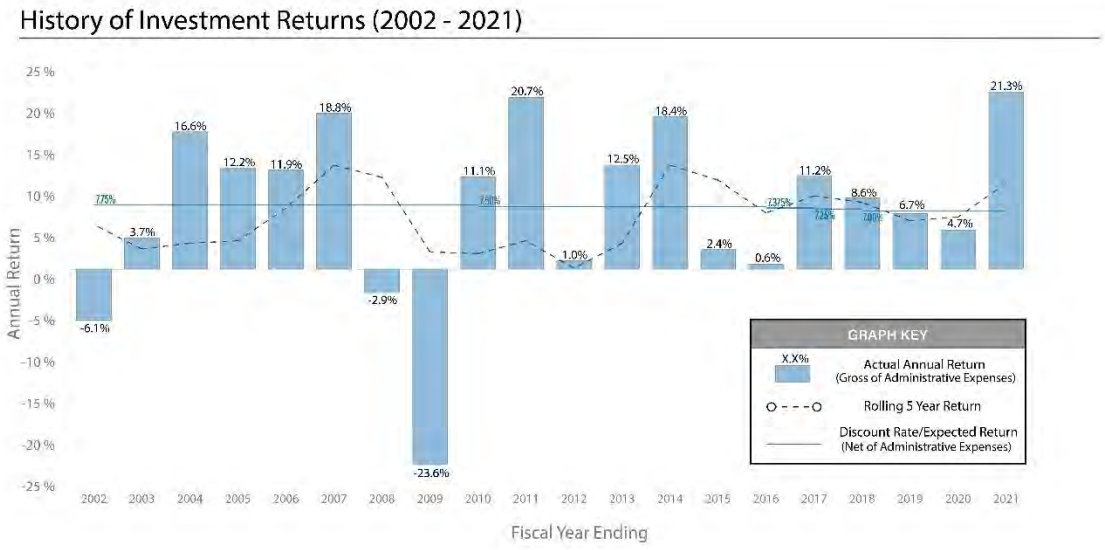
On November 17, 2021, the board adopted changes to the strategic asset allocation as shown in the Policy Target Allocation below expressed as a percentage of total assets.

Strategic Asset Allocation Policy Targets

Asset Class	Policy Target Allocation effective 11/17/2021
Global Equity Cap-weighted	30.0%
Global Equity Non-cap-weighted	12.0%
Private Equity	13.0%
Private Debt	5.0%
Emerging Market Sovereign Bonds	5.0%
High Yield Bonds	5.0%
Investment Grade Corporates	10.0%
Mortgage-backed Securities	5.0%
Treasuries	5.0%
Real Assets	15.0%
Leverage	(5.0%)
Total Fund	100.0%

CalPERS History of Investment Returns

The following is a chart with the 20-year historical annual returns of the PERF for each fiscal year ending on June 30 as reported by the Investment Office. Investment returns reported are net of investment expenses but without reduction for administrative expenses. The assumed rate of return, however, is net of both investment and administrative expenses. The Investment Office uses a three-month lag on private assets for investment performance reporting purposes. This can lead to a timing difference in the returns below and those used for financial reporting purposes. The investment gain or loss calculation in this report relies on assets that have been audited and are appropriate for financial reporting. Because of these differences, it is possible for the Investment Office to report a return higher than the discount rate while the rate plan experiences an investment loss, or a return lower than the discount rate while the rate plan experiences an investment gain.



The table below shows annualized investment returns of the PERF for various time periods ending on June 30, 2021 (figures reported are net of investment expenses but without reduction for administrative expenses). These returns are the annual rates that if compounded over the indicated number of years would equate to the actual time-weighted investment performance of the PERF. It should be recognized that in any given year the rate of return is volatile. The portfolio has an expected volatility of 12.0% per year based on the most recent Asset Liability Management study. The realized volatility is a measure of the risk of the portfolio expressed as the standard deviation of the fund's total monthly return distribution, expressed as an annual percentage. Due to their volatile nature, when looking at investment returns, it is more instructive to look at returns over longer time horizons.

History of CalPERS Compound Annual Rates of Return and Volatilities					
	1 year	5 year	10 year	20 year	30 year
Compound Annual Return	21.3%	10.3%	8.5%	6.9%	8.4%
Realized Volatility	–	7.3%	7.2%	8.5%	8.5%

Liabilities and Contributions

- Development of Accrued and Unfunded Liabilities
- (Gain) / Loss Analysis 6/30/20 - 6/30/21
- Schedule of Amortization Bases
- Amortization Schedule and Alternatives
- Reconciliation of Required Employer Contributions
- Employer Contribution History
- Funding History
- Normal Cost by Benefit Group
- PEPRA Member Contribution Rates

Development of Accrued and Unfunded Liabilities

	June 30, 2020	June 30, 2021
1. Present Value of Projected Benefits		
a) Active Members	$161,008,740	$177,969,367
b) Transferred Members	19,028,248	21,732,682
c) Terminated Members	4,197,863	5,378,592
d) Members and Beneficiaries Receiving Payments	139,555,931	144,917,549
e) Total	$323,790,782	$349,998,190
2. Present Value of Future Employer Normal Costs	$39,884,700	$44,329,134
3. Present Value of Future Employee Contributions	$24,697,691	$25,673,373
4. Entry Age Accrued Liability		
a) Active Members [(1a) - (2) - (3)]	$96,426,349	$107,966,860
b) Transferred Members (1b)	19,028,248	21,732,682
c) Terminated Members (1c)	4,197,863	5,378,592
d) Members and Beneficiaries Receiving Payments (1d)	139,555,931	144,917,549
e) Total	$259,208,391	$279,995,683
5. Market Value of Assets (MVA)	$172,366,557	$215,350,599
6. Unfunded Accrued Liability (UAL) [(4e) - (5)]	$86,841,834	$64,645,084
7. Funded Ratio [(5) / (4e)]	66.5%	76.9%

(Gain)/Loss Analysis 6/30/20 – 6/30/21

To calculate the cost requirements of the plan, assumptions are made about future events that affect the amount and timing of benefits to be paid and assets to be accumulated. Each year, actual experience is compared to the expected experience based on the actuarial assumptions. This results in actuarial gains or losses, as shown below.

1.	**Total (Gain)/Loss for the Year**	
a)	Unfunded Accrued Liability (UAL) as of 6/30/20	$86,841,834
b)	Expected Payment on the UAL during 2020-21	6,581,741
c)	Interest through 6/30/21 [.07 x (1a) - ((1.07)^{½} - 1) x (1b)]	5,852,465
d)	Expected UAL before all other changes [(1a) - (1b) + (1c)]	86,112,558
e)	Change due to plan changes	0
f)	Change due to AL Significant Increase	0
g)	Change due to assumption change	130,176
h)	Change due to method change	0
i)	Change due to Funding Risk Mitigation	7,213,371
j)	Expected UAL after all other changes [(1d) + (1e) + (1f) + (1g) + (1h) + (1i)]	93,456,105
k)	Actual UAL as of 6/30/21	64,645,084
l)	Total (Gain)/Loss for 2020-21 [(1k) - (1j)]	($28,811,021)
2.	**Investment (Gain)/Loss for the Year**	
a)	Market Value of Assets as of 6/30/20	$172,366,557
b)	Prior Fiscal Year Receivables	(78,132)
c)	Current Fiscal Year Receivables	71,117
d)	Contributions Received	13,705,337
e)	Benefits and Refunds Paid	(10,826,767)
f)	Transfers, SCP Payments and Interest, and Miscellaneous Adjustments	30,014
g)	Expected Return at 7% per year	12,340,209
h)	Expected Assets as of 6/30/21 [(2a) + (2b) + (2c) + (2d) + (2e) + (2f) + (2g)]	187,608,335
i)	Actual Market Value of Assets as of 6/30/21	215,350,599
j)	Investment (Gain)/Loss [(2h) - (2i)]	($27,742,264)
3.	**Non-Investment (Gain)/Loss for the Year**	
a)	Total (Gain)/Loss (1l)	($28,811,021)
b)	Investment (Gain)/Loss (2j)	(27,742,264)
c)	Non-Investment (Gain)/Loss [(3a) - (3b)]	($1,068,757)

Schedule of Amortization Bases

Below is the schedule of the plan's amortization bases. Note that there is a two-year lag between the valuation date and the start of the contribution year.

- The assets, liabilities, and funded status of the plan are measured as of the valuation date: June 30, 2021.
- The required employer contributions determined by the valuation are for the fiscal year beginning two years after the valuation date: FY 2023-24.

This two-year lag is necessary due to the amount of time needed to extract and test the membership and financial data, and the need to provide public agencies with their required employer contribution well in advance of the start of the fiscal year.

The Unfunded Accrued Liability (UAL) is used to determine the employer contribution and therefore must be rolled forward two years from the valuation date to the first day of the fiscal year for which the contribution is being determined. The UAL is rolled forward each year by subtracting the expected payment on the UAL for the fiscal year and adjusting for interest. The expected payment on the UAL for a fiscal year is equal to the Expected Employer Contribution for the fiscal year minus the Expected Normal Cost for the year. The Employer Contribution for the first fiscal year is determined by the actuarial valuation two years ago and the contribution for the second year is from the actuarial valuation one year ago. Additional discretionary payments are reflected in the Expected Payments column in the fiscal year they were made by the agency.

Reason for Base	Date Est.	Ramp Level 2023-24	Ramp Shape	Escala-tion Rate	Amort. Period	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Minimum Required Payment 2023-24
Fresh Start	6/30/04	No Ramp		2.80%	13	(1,370,669)	(123,626)	(1,336,114)	(127,025)	(1,295,697)	(128,202)
Benefit Change	6/30/05	No Ramp		2.80%	3	1,436,725	321,800	1,201,861	330,650	941,880	336,920
Benefit Change	6/30/07	No Ramp		2.80%	5	2,984,621	496,436	2,674,538	510,088	2,329,261	518,869
Assumption Change	6/30/09	No Ramp		2.80%	8	1,457,688	179,732	1,371,068	184,675	1,273,450	187,301
Special (Gain)/Loss	6/30/09	No Ramp		2.80%	18	5,067,971	374,903	5,025,153	385,212	4,968,770	386,984
Special (Gain)/Loss	6/30/10	No Ramp		2.80%	19	1,872,983	134,284	1,861,571	137,977	1,845,567	138,489
Assumption Change	6/30/11	No Ramp		2.80%	10	2,647,807	282,465	2,535,947	290,233	2,408,453	293,777
Golden Handshake	6/30/11	No Ramp		2.80%	10	94,603	10,092	90,607	10,370	86,051	10,496
Special (Gain)/Loss	6/30/11	No Ramp		2.80%	20	(1,621,443)	(112,909)	(1,615,016)	(116,014)	(1,604,943)	(116,342)
(Gain)/Loss	6/30/12	No Ramp		2.80%	21	21,073,904	1,428,065	21,031,109	1,467,336	20,944,819	1,470,226
Payment (Gain)/Loss	6/30/12	No Ramp		2.80%	21	(23,058)	(1,563)	(23,011)	(1,605)	(22,917)	(1,609)
(Gain)/Loss	6/30/13	100%	Up/Down	2.80%	22	17,572,766	1,225,075	17,501,672	1,258,765	17,390,927	1,262,274
(Gain)/Loss	6/30/14	100%	Up/Down	2.80%	23	(15,875,675)	(1,076,958)	(15,842,249)	(1,106,574)	(15,775,943)	(1,108,711)
Assumption Change	6/30/14	100%	Up/Down	2.80%	13	14,674,528	1,475,612	14,147,438	1,516,192	13,542,569	1,532,993
(Gain)/Loss	6/30/15	100%	Up/Down	2.80%	24	8,652,346	572,153	8,649,419	587,887	8,630,033	588,526
(Gain)/Loss	6/30/16	100%	Up/Down	2.80%	25	9,272,553	1,240,053	8,621,565	620,068	8,567,028	568,021
Assumption Change	6/30/16	100%	Up/Down	2.80%	15	4,382,169	322,452	4,346,921	414,149	4,214,513	417,950
(Gain)/Loss	6/30/17	100%	Up/Down	2.80%	26	(7,389,236)	(290,387)	(7,591,606)	(397,830)	(7,696,701)	(497,042)
Assumption Change	6/30/17	100%	Up/Down	2.80%	16	7,549,337	411,023	7,637,924	563,101	7,575,371	709,720
Method Change	6/30/18	80%	Up/Down	2.80%	17	1,916,448	69,884	1,974,545	107,709	1,997,503	144,641

Schedule of Amortization Bases (continued)

Reason for Base	Date Est.	Ramp Level 2023-24	Ramp Shape	Escala-tion Rate	Amort. Period	Balance 6/30/21	Expected Payment 2021-22	Balance 6/30/22	Expected Payment 2022-23	Balance 6/30/23	Minimum Required Payment 2023-24
(Gain)/Loss	6/30/18	80%	Up/Down	2.80%	27	(1,815,776)	(48,266)	(1,889,369)	(74,391)	(1,940,967)	(99,034)
Assumption Change	6/30/18	80%	Up/Down	2.80%	17	8,585,331	313,068	8,845,596	482,516	8,948,445	647,963
Investment (Gain)/Loss	6/30/19	60%	Up Only	0.00%	18	902,855	19,740	943,849	39,480	967,230	58,156
Non-Investment (Gain)/Loss	6/30/19	No Ramp		0.00%	18	58,355	5,325	56,820	5,325	55,181	5,232
Investment (Gain)/Loss	6/30/20	40%	Up Only	0.00%	19	4,336,811	0	4,631,714	101,457	4,841,821	199,034
Non-Investment (Gain)/Loss	6/30/20	No Ramp		0.00%	19	(331,386)	0	(353,920)	(32,357)	(344,548)	(31,775)
Assumption Change	6/30/21	No Ramp		0.00%	20	130,176	(102,272)	244,720	(105,136)	370,013	33,273
Net Investment (Gain)	6/30/21	20%	Up Only	0.00%	20	(19,903,604)	0	(21,257,049)	0	(22,702,528)	(487,984)
Non-Investment (Gain)/Loss	6/30/21	No Ramp		0.00%	20	(1,068,757)	0	(1,141,432)	0	(1,219,049)	(109,621)
Risk Mitigation	6/30/21	No Ramp		0.00%	1	7,213,371	(329,266)	8,044,157	(338,485)	8,940,964	9,239,957
Risk Mitigation Offset	6/30/21	No Ramp		0.00%	1	(7,838,660)	0	(8,371,689)	0	(8,940,964)	(9,239,957)
Total						64,645,084	6,796,915	62,016,739	6,713,773	59,295,592	6,930,525

Amortization Schedule and Alternatives

The amortization schedule on the previous page shows the minimum contributions required according to the CalPERS amortization policy. Many agencies have expressed a desire for a more stable pattern of payments or have indicated interest in paying off the unfunded accrued liabilities more quickly than required. As such, we have provided alternative amortization schedules to help analyze the current amortization schedule and illustrate the potential savings of accelerating unfunded liability payments.

Shown on the following page are future year amortization payments based on 1) the current amortization schedule reflecting the individual bases and remaining periods shown on the previous page, and 2) alternative "fresh start" amortization schedules using two sample periods that would both result in interest savings relative to the current amortization schedule. To initiate a Fresh Start, please contact the plan actuary.

The Current Amortization Schedule typically contains both positive and negative bases. Positive bases result from plan changes, assumption changes, method changes or plan experience that increase unfunded liability. Negative bases result from plan changes, assumption changes, method changes, or plan experience that decrease unfunded liability. The combination of positive and negative bases within an amortization schedule can result in unusual or problematic circumstances in future years, such as:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

In any year when one of the above scenarios occurs, the actuary will consider corrective action such as replacing the existing unfunded liability bases with a single "fresh start" base and amortizing it over an appropriate period.

The Current Amortization Schedule on the following page may appear to show that, based on the current amortization bases, one of the above scenarios will occur at some point in the future. It is impossible to know today whether such a scenario will in fact arise since there will be additional bases added to the amortization schedule in each future year. Should such a scenario arise in any future year, the actuary will take appropriate action based on guidelines in the CalPERS amortization policy.

Amortization Schedule and Alternatives (continued)

	Current Amortization Schedule		Alternative Schedules			
			15 Year Amortization		10 Year Amortization	
Date	Balance	Payment	Balance	Payment	Balance	Payment
6/30/2023	59,295,592	6,930,525	59,295,592	6,220,325	59,295,592	8,093,814
6/30/2024	56,165,402	6,943,088	56,899,354	6,220,325	54,963,214	8,093,814
6/30/2025	52,809,380	6,788,089	54,340,172	6,220,325	50,336,234	8,093,814
6/30/2026	49,385,328	6,253,680	51,606,966	6,220,325	45,394,620	8,093,814
6/30/2027	46,280,721	5,981,689	48,687,902	6,220,325	40,116,976	8,093,814
6/30/2028	43,246,087	5,608,037	45,570,341	6,220,325	34,480,452	8,093,814
6/30/2029	40,391,248	5,819,611	42,240,786	6,220,325	28,460,645	8,093,814
6/30/2030	37,123,628	6,037,115	38,684,821	6,220,325	22,031,491	8,093,814
6/30/2031	33,409,035	6,027,097	34,887,051	6,220,325	15,165,154	8,093,813
6/30/2032	29,452,199	5,857,300	30,831,032	6,220,325	7,831,907	8,093,813
6/30/2033	25,401,773	5,270,704	26,499,204	6,220,325		
6/30/2034	21,682,134	4,944,143	21,872,812	6,220,325		
6/30/2035	18,047,043	4,395,934	16,931,825	6,220,325		
6/30/2036	14,731,303	3,711,451	11,654,851	6,220,325		
6/30/2037	11,897,466	3,246,267	6,019,043	6,220,325		
6/30/2038	9,351,669	2,750,593				
6/30/2039	7,145,010	2,353,122				
6/30/2040	5,199,057	2,156,692				
6/30/2041	3,323,778	1,118,299				
6/30/2042	2,394,102	455,281				
6/30/2043	2,086,395	2,156,166				
6/30/2044						
6/30/2045						
6/30/2046						
6/30/2047						
6/30/2048						
6/30/2049						
6/30/2050						
6/30/2051						
6/30/2052						
Total	94,804,883		93,304,875		80,938,138	
Interest Paid	35,509,291		34,009,283		21,642,546	
Estimated Savings			1,500,008		13,866,745	

Reconciliation of Required Employer Contributions

Normal Cost (% of Payroll)	
1. For Period 7/1/22 – 6/30/23	
a) Employer Normal Cost	18.86%
b) Employee contribution	10.20%
c) Total Normal Cost	29.06%
2. Changes since the prior year annual valuation	
a) Effect of demographic experience	(0.27%)
b) Effect of plan changes	0.00%
c) Effect of Funding Risk Mitigation	1.32%
d) Effect of assumption changes	0.41%
e) Effect of method changes	0.00%
f) Net effect of the changes above [sum of (a) through (e)]	1.46%
3. For Period 7/1/23 – 6/30/24	
a) Employer Normal Cost	20.00%
b) Employee contribution	10.52%
c) Total Normal Cost	30.52%
Employer Normal Cost Change [(3a) – (1a)]	1.14%
Employee Contribution Change [(3b) – (1b)]	0.32%
Unfunded Liability Contribution ($)	
1. For Period 7/1/22 – 6/30/23	7,157,394
2. Changes since the prior year annual valuation	
a) Effect of adjustments to prior year's amortization schedule	0
b) Effect of elimination of amortization bases	0
c) Effect of progression of amortization bases[1]	480,449
d) Effect of net investment (gain) after Funding Risk Mitigation[2]	(487,984)
e) Effect of non-investment (gain)/loss during the prior year	(109,621)
f) Effect of Funding Risk Mitigation (re-amortize existing bases at 6.8%)	(122,240)
g) Effect of Golden Handshake	0
h) Effect of plan changes	0
i) Effect of AL Significant Increase	0
j) Effect of assumption changes	12,527
k) Effect of changes due to Fresh Start or one year recognition of small balances	0
l) Effect of method change	0
m) Net effect of the changes above [sum of (a) through (l)]	(226,869)
3. For Period 7/1/23 – 6/30/24 [(1) + (2m)]	6,930,525

The amounts shown for the period 7/1/22 – 6/30/23 may be different if a prepayment of unfunded actuarial liability is made or a plan change became effective after the prior year's actuarial valuation was performed.

[1] Includes scheduled escalation in individual amortization base payments due to the 5-year ramp and payroll growth assumption used in the pre-2019 amortization policy.

[2] The unfunded liability contribution for the investment (gain)/loss during the year prior to the valuation date is 20% of the "full" annual requirement due to the 5-year ramp. Increases to this amount that occur during the ramp period will be included in line c) in future years.

Employer Contribution History

The table below provides a recent history of the required employer contributions for the plan. The amounts are based on the actuarial valuation from two years prior and does not account for prepayments or benefit changes made during a fiscal year. Additional discretionary payments before July 1, 2018 or after June 30, 2021 are not included.

Fiscal Year	Employer Normal Cost	Unfunded Rate	Unfunded Liability Payment ($)	Additional Discretionary Payments
2014 - 15	15.713%	11.401%	N/A	N/A
2015 - 16	15.761%	12.958%	N/A	N/A
2016 - 17	17.331%	14.445%	N/A	N/A
2017 - 18	17.082%	N/A	3,671,079	N/A
2018 - 19	17.539%	N/A	4,349,533	0
2019 - 20	18.954%	N/A	5,137,061	403,808
2020 - 21	19.514%	N/A	5,813,113	788,037
2021 - 22	19.03%	N/A	6,514,978	
2022 - 23	18.86%	N/A	7,157,394	
2023 - 24	20.00%	N/A	6,930,525	

Funding History

The table below shows the recent history of actuarial accrued liability, market value of assets, unfunded accrued liability, funded ratio and annual covered payroll.

Valuation Date	Accrued Liability (AL)	Market Value of Assets (MVA)	Unfunded Accrued Liability (UAL)	Funded Ratio	Annual Covered Payroll
6/30/2012	$143,895,851	$92,737,450	$51,158,401	64.4%	$20,160,515
6/30/2013	152,968,871	104,815,777	48,153,094	68.5%	19,774,223
6/30/2014	172,135,582	123,296,009	48,839,573	71.6%	20,101,152
6/30/2015	182,537,621	125,791,611	56,746,010	68.9%	19,810,589
6/30/2016	195,919,390	125,914,064	70,005,326	64.3%	21,600,778
6/30/2017	211,921,385	140,459,704	71,461,681	66.3%	22,260,933
6/30/2018	232,675,846	152,555,374	80,120,472	65.6%	22,153,328
6/30/2019	245,793,550	163,046,769	82,746,781	66.3%	23,638,718
6/30/2020	259,208,391	172,366,557	86,841,834	66.5%	23,547,159
6/30/2021	279,995,683	215,350,599	64,645,084	76.9%	24,265,000

Normal Cost by Benefit Group

The table below displays the Total Normal Cost broken out by benefit group for FY 2023-24. The Total Normal Cost is the annual cost of service accrual for the fiscal year for active employees and can be viewed as the long-term contribution rate for the benefits contracted. Generally, the normal cost for a benefit group subject to more generous benefit provisions will exceed the normal cost for a group with less generous benefits. However, based on the characteristics of the members (particularly when the number of actives is small), this may not be the case. Future measurements of the Total Normal Cost for each group may differ significantly from the current values due to such factors as: changes in the demographics of the group, changes in economic and demographic assumptions, changes in plan benefits or applicable law.

Rate Plan Identifier	Benefit Group Name	Total Normal Cost FY 2023-24	Number of Actives	Payroll on 6/30/2021
426	Safety County Peace Officer First Level	30.64%	115	$10,394,461
25348	Safety County Peace Officer PEPRA Level	27.81%	87	$5,808,219
25349	Safety Sheriff PEPRA Level	26.64%	25	$2,267,511
30421	Safety Sheriff First Level	34.75%	48	$5,794,809
	Plan Total	30.52%	275	$24,265,000

Note that if a Benefit Group above has multiple bargaining units, each of which has separately contracted for different benefits such as Employer Paid Member Contributions, then the Normal Cost shown for the respective benefit level does not reflect those differences. Additionally, if a Second Level Benefit Group amended to the same benefit formula as a First Level Benefit Group, their Normal Costs may be dissimilar due to demographic or other population differences. For questions in these situations, please contact the plan actuary.

PEPRA Member Contribution Rates

The California Public Employees' Pension Reform Act of 2013 ("PEPRA") established new benefit formulas, final compensation period, and contribution requirements for "new" employees (generally those first hired into a CalPERS-covered position on or after January 1, 2013). In accordance with Government Code section 7522.30(b), "new members ... shall have an initial contribution rate of at least 50% of the normal cost rate." The normal cost for the plan is dependent on the benefit levels, actuarial assumptions, and demographics of the plan, particularly members' entry age into the plan. Should the total normal cost of the plan change by more than 1% from the base total normal cost established for the plan, the new member rate shall be 50% of the new normal cost rounded to the nearest quarter percent.

The table below shows the determination of the PEPRA member contribution rates effective July 1, 2023, based on 50% of the Total Normal Cost for each respective plan as of the June 30, 2021 valuation.

		Basis for Current Rate		Rates Effective July 1, 2023			
Rate Plan Identifier	Benefit Group Name	Total Normal Cost	Member Rate	Total Normal Cost	Change	Change Needed	Member Rate
25348	Safety County Peace Officer PEPRA Level	26.220%	13.00%	27.48%	1.260%	Yes	13.75%
25349	Safety Sheriff PEPRA Level	26.220%	13.00%	27.48%	1.260%	Yes	13.75%

For purposes of setting member rates, it is preferable to determine total normal cost using a large active population so that the rate remains relatively stable. While each CalPERS non-pooled plan has a sufficiently large active population for this purpose, the PEPRA active population by itself may not be sufficiently large. The total PEPRA normal cost will be determined based on the plan's PEPRA membership only if the number of members covered under the PEPRA formula meets either:

1. 50% of the active population, or
2. 25% of the active population and 100 or more PEPRA members

Until one of these conditions is met, the plan's total PEPRA normal cost will be determined using the entire active plan population (both PEPRA and Classic) based on the PEPRA benefit provisions. For this reason, the PEPRA member contribution rate determined in the table above may not equal 50% of the total normal cost of the PEPRA group shown on the "Normal Cost by Benefit Group" page.

Risk Analysis

- Future Investment Return Scenarios
- Discount Rate Sensitivity
- Mortality Rate Sensitivity
- Maturity Measures
- Maturity Measures History
- Hypothetical Termination Liability

Future Investment Return Scenarios

Analysis using the investment return scenarios from the Asset Liability Management process completed in 2021 was performed to determine the effects of various future investment returns on required employer contributions. The projections below reflect the impact of the CalPERS Funding Risk Mitigation policy. The projected normal cost rates reflect that the rates are anticipated to decline over time as new employees are hired into lower-cost benefit tiers. The projections also assume that all other actuarial assumptions will be realized and that no further changes in assumptions, contributions, benefits, or funding will occur.

The first table shows projected contribution requirements if the fund were to earn either 3.0% or 10.8% annually. These alternate investment returns were chosen because 90% of long-term average returns are expected to fall between them over the 20-year period ending June 30, 2041.

Assumed Annual Return FY 2021-22 through FY 2040-41	Projected Employer Contributions				
	FY 2024-25	FY 2025-26	FY 2026-27	FY 2027-28	FY 2028-29
3.0% (5th percentile)					
Normal Cost Rate	19.7%	19.4%	19.1%	18.8%	18.4%
UAL Contribution	$7,145,000	$7,404,000	$7,504,000	$8,097,000	$8,831,000
10.8% (95th percentile)					
Normal Cost Rate	20.1%	20.2%	20.3%	20.3%	20.4%
UAL Contribution	$6,758,000	$6,240,000	$5,141,000	$4,071,000	$0

Required contributions outside of this range are also possible. In particular, whereas it is unlikely that investment returns will average less than 3.0% or greater than 10.8% over a 20-year period, the likelihood of a single investment return less than 3.0% or greater than 10.8% in any given year is much greater. The following analysis illustrates the effect of an extreme, single year investment return.

The portfolio has an expected volatility (or standard deviation) of 12.0% per year. Accordingly, in any given year there is a 16% probability that the annual return will be -5.2% or less and a 2.5% probability that the annual return will be -17.2% or less. These returns represent one and two standard deviations below the expected return of 6.8%.

The following table shows the effect of a one or two standard deviation investment loss in FY 2021-22 on the FY 2024-25 contribution requirements. Note that a single-year investment gain or loss decreases or increases the required UAL contribution amount incrementally for each of the next five years, not just one, due to the 5-year ramp in the amortization policy. However, the contribution requirements beyond the first year are also impacted by investment returns beyond the first year. Historically, significant downturns in the market are often followed by higher than average returns. Such investment gains would offset the impact of these single year negative returns in years beyond FY 2024-25.

Assumed Annual Return for Fiscal Year 2021-22	Required Employer Contributions	Projected Employer Contributions
	FY 2023-24	FY 2024-25
(17.2%) (2 standard deviation loss)		
Normal Cost Rate	20.00%	19.7%
UAL Contribution	$6,930,525	$8,220,000
(5.2%) (1 standard deviation loss)		
Normal Cost Rate	20.00%	19.7%
UAL Contribution	$6,930,525	$7,582,000

- Without investment gains (returns higher than 6.8%) in year FY 2022-23 or later, projected contributions rates would continue to rise over the next four years due to the continued phase-in of the impact of the illustrated investment loss in FY 2021-22.
- The Pension Outlook Tool can be used to model projected contributions for these scenarios beyond FY 2024-25 as well as to model other investment return scenarios.

Discount Rate Sensitivity

The discount rate assumption is calculated as the sum of the assumed real rate of return and the assumed annual price inflation, currently 4.5% and 2.3%, respectively. Changing either the price inflation assumption or the real rate of return assumption will change the discount rate. The sensitivity of the valuation results to the discount rate assumption depends on which component of the discount rate is changed. Shown below are various valuation results as of June 30, 2021 assuming alternate discount rates by changing the two components independently. Results are shown using the current discount rate of 6.8% as well as alternate discount rates of 5.8% and 7.8%. The rates of 5.8% and 7.8% were selected since they illustrate the impact of a 1.0% increase or decrease to the 6.8% assumption.

Sensitivity to the Real Rate of Return Assumption

As of June 30, 2021	1% Lower Real Return Rate	Current Assumptions	1% Higher Real Return Rate
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	2.3%	2.3%	2.3%
Real Rate of Return	3.5%	4.5%	5.5%
a) Total Normal Cost	38.59%	30.52%	24.41%
b) Accrued Liability	$321,640,099	$279,995,683	$246,085,447
c) Market Value of Assets	$215,350,599	$215,350,599	$215,350,599
d) Unfunded Liability/(Surplus) [(b) - (c)]	$106,289,500	$64,645,084	$30,734,848
e) Funded Ratio	67.0%	76.9%	87.5%

Sensitivity to the Price Inflation Assumption

As of June 30, 2021	1% Lower Inflation Rate	Current Assumptions	1% Higher Inflation Rate
Discount Rate	5.8%	6.8%	7.8%
Price Inflation	1.3%	2.3%	3.3%
Real Rate of Return	4.5%	4.5%	4.5%
a) Total Normal Cost	32.09%	30.52%	27.68%
b) Accrued Liability	$290,035,425	$279,995,683	$257,264,728
c) Market Value of Assets	$215,350,599	$215,350,599	$215,350,599
d) Unfunded Liability/(Surplus) [(b) - (c)]	$74,684,826	$64,645,084	$41,914,129
e) Funded Ratio	74.2%	76.9%	83.7%

Mortality Rate Sensitivity

The following table looks at the change in the June 30, 2021 plan costs and funded status under two different longevity scenarios, namely assuming rates of post-retirement mortality are 10% lower or 10% higher than our current mortality assumptions. This type of analysis highlights the impact on the plan of improving or worsening mortality over the long term.

As of June 30, 2021	10% Lower Mortality Rates	Current Assumptions	10% Higher Mortality Rates
a) Total Normal Cost	30.96%	30.52%	30.12%
b) Accrued Liability	$285,105,028	$279,995,683	$275,274,728
c) Market Value of Assets	$215,350,599	$215,350,599	$215,350,599
d) Unfunded Liability/(Surplus) [(b) - (c)]	$69,754,429	$64,645,084	$59,924,129
e) Funded Ratio	75.5%	76.9%	78.2%

Maturity Measures

As pension plans mature they become more sensitive to risks. Understanding plan maturity and how it affects the ability of a pension plan sponsor to tolerate risk is important in understanding how the plan is impacted by investment return volatility, other economic variables and changes in longevity or other demographic assumptions. One way to look at the maturity level of CalPERS and its plans is to look at the ratio of a plan's retiree liability to its total liability. A pension plan in its infancy will have a very low ratio of retiree liability to total liability. As the plan matures, the ratio increases. A mature plan will often have a ratio above 60%-65%.

Ratio of Retiree Accrued Liability to Total Accrued Liability	June 30, 2020	June 30, 2021
1. Retiree Accrued Liability	139,555,931	144,917,549
2. Total Accrued Liability	259,208,391	279,995,683
3. Ratio of Retiree AL to Total AL [(1) / (2)]	54%	52%

Another measure of the maturity level of CalPERS and its plans is the ratio of actives to retirees, also called the support ratio. A pension plan in its infancy will have a very high ratio of active to retired members. As the plan matures and members retire, the ratio declines. A mature plan will often have a ratio near or below one.

To calculate the support ratio for the rate plan, retirees and beneficiaries receiving a continuance are each counted as one, even though they may have only worked a portion of their careers as an active member of this rate plan. For this reason, the support ratio, while intuitive, may be less informative than the ratio of retiree liability to total accrued liability above. For comparison, the support ratio for all CalPERS public agency plans is 0.82 and is calculated consistently with how it is for the individual rate plan. Note that to calculate the support ratio for all public agency plans, a retiree with service from more than one CalPERS agency is counted as a retiree more than once.

Support Ratio	June 30, 2020	June 30, 2021
1. Number of Actives	284	275
2. Number of Retirees	353	359
3. Support Ratio [(1) / (2)]	0.80	0.77

The actuarial calculations supplied in this communication are based on various assumptions about long-term demographic and economic behavior. Unless these assumptions (e.g., terminations, deaths, disabilities, retirements, salary growth, investment return) are exactly realized each year, there will be differences on a year-to-year basis. The year-to-year differences between actual experience and the assumptions are called actuarial gains and losses and serve to lower or raise required employer contributions from one year to the next. Therefore, employer contributions will inevitably fluctuate, especially due to the ups and downs of investment returns.

Maturity Measures (continued)

Asset Volatility Ratio

Shown in the table below is the asset volatility ratio (AVR), which is the ratio of market value of assets to payroll. Plans that have a higher AVR experience more volatile employer contributions (as a percentage of payroll) due to investment return. For example, a plan with AVR of 8 may experience twice the contribution volatility due to investment return volatility than a plan with AVR of 4. It should be noted that this ratio is a measure of the current situation. It increases over time but generally tends to stabilize as a plan matures.

Liability Volatility Ratio

Also shown in the table below is the liability volatility ratio (LVR), which is the ratio of accrued liability to payroll. Plans that have a higher LVR experience more volatile employer contributions (as a percentage of payroll) due to changes in liability. For example, a plan with LVR of 8 is expected to have twice the contribution volatility of a plan with LVR of 4 when there is a change in accrued liability, such as when there is a change in actuarial assumptions. It should be noted that this ratio indicates a longer-term potential for contribution volatility, since the AVR, described above, will tend to move closer to the LVR as the funded ratio approaches 100%.

Contribution Volatility	June 30, 2020	June 30, 2021
1. Market Value of Assets without Receivables	$172,288,425	$215,279,482
2. Payroll	23,547,159	24,265,000
3. Asset Volatility Ratio (AVR) [(1) / (2)]	7.3	8.9
4. Accrued Liability	$259,208,391	$279,995,683
5. Liability Volatility Ratio (LVR) [(4) / (2)]	11.0	11.5

Maturity Measures History

Valuation Date	Ratio of Retiree Accrued Liability to Total Accrued Liability	Support Ratio	Asset Volatility Ratio	Liability Volatility Ratio
6/30/2017	53%	0.90	6.3	9.5
6/30/2018	55%	0.85	6.9	10.5
6/30/2019	55%	0.86	6.9	10.4
6/30/2020	54%	0.80	7.3	11.0
6/30/2021	52%	0.77	8.9	11.5

Hypothetical Termination Liability

The hypothetical termination liability is an estimate of the financial position of the plan had the contract with CalPERS been terminated as of June 30, 2021. The plan liability on a termination basis is calculated differently from the plan's ongoing funding liability. For this hypothetical termination liability calculation, both compensation and service are frozen as of the valuation date and no future pay increases or service accruals are assumed. This measure of funded status is not appropriate for assessing the need for future employer contributions in the case of an ongoing plan, that is, for an employer that continues to provide CalPERS retirement benefits to active employees.

A more conservative investment policy and asset allocation strategy was adopted by the board for the Terminated Agency Pool. The Terminated Agency Pool has limited funding sources since no future employer contributions will be made. Therefore, expected benefit payments are secured by risk-free assets and benefit security for members is increased while limiting the funding risk. However, this asset allocation has a lower expected rate of return than the PERF and consequently, a lower discount rate assumption. The lower discount rate for the Terminated Agency Pool results in higher liabilities for terminated plans.

The effective termination discount rate will depend on actual market rates of return for risk-free securities on the date of termination. As market discount rates are variable the table below shows a range for the hypothetical termination liability based on the lowest and highest interest rates observed during an approximate 19-month period from 12 months before the valuation date to seven months after.

Market Value of Assets (MVA)	Hypothetical Termination Liability[1,2] at 1.00%	Funded Ratio	Unfunded Termination Liability at 1.00%	Hypothetical Termination Liability[1,2] at 2.25%	Funded Ratio	Unfunded Termination Liability at 2.25%
$215,350,599	$680,252,138	31.7%	$464,901,539	$546,290,886	39.4%	$330,940,287

[1] The hypothetical liabilities calculated above include a 5% contingency load. The contingency load and other actuarial assumptions can be found in Appendix A.

[2] The discount rate used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date. The discount rates used in the table are based on 20-year Treasury bonds, rounded to the nearest quarter percentage point, which is a good proxy for most plans. The 20-year Treasury yield was 2.00% on June 30, 2021, the valuation date.

In order to terminate the plan, first contact our Pension Contract Services unit to initiate a Resolution of Intent to Terminate. The completed Resolution will allow the plan actuary to provide a preliminary termination valuation with a more up-to-date estimate of the plan liabilities. Before beginning this process, please consult with the plan actuary.

Plan's Major Benefit Provisions

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in Appendix B.

	Benefit Group						
Member Category	Peace	Local Sheriff	Peace	Peace	Local Sheriff	Peace	Peace
Demographics							
Actives	Yes	Yes	No	Yes	Yes	No	No
Transfers/Separated	Yes	Yes	No	Yes	Yes	No	No
Receiving	Yes	Yes	Yes	Yes	Yes	Yes	Yes
Benefit Provision							
Benefit Formula	3% @ 55	3% @ 50		2.7% @ 57	2.7% @ 57		
Social Security Coverage	Yes	Yes		Yes	Yes		
Full/Modified	Modified	Modified		Full	Full		
Employee Contribution Rate	9.00%	9.00%		13.00%	13.00%		
Final Average Compensation Period	One Year	One Year		Three Year	Three Year		
Sick Leave Credit	Yes	Yes		Yes	Yes		
Non-Industrial Disability	Standard	Standard		Standard	Standard		
Industrial Disability	Standard	Standard		Standard	Standard		
Pre-Retirement Death Benefits							
Optional Settlement 2	Yes	Yes		Yes	Yes		
1959 Survivor Benefit Level	No	No		No	No		
Special	Yes	Yes		Yes	Yes		
Alternate (firefighters)	No	No		No	No		
Post-Retirement Death Benefits							
Lump Sum	$500	$500	$500	$500	$500	$500	$500
Survivor Allowance (PRSA)	No	No	No	No	No	No	No
COLA	2%	2%	2%	2%	2%	2%	2%

Plan's Major Benefit Options

Shown below is a summary of the major optional benefits for which the agency has contracted. A description of principal standard and optional plan provisions is in Appendix B.

	Benefit Group				
Member Category	Peace	Peace	Peace	Peace	
Demographics					
Actives	No	No	No	No	
Transfers/Separated	No	No	No	No	
Receiving	Yes	Yes	Yes	Yes	
Benefit Provision					
Benefit Formula					
Social Security Coverage					
Full/Modified					
Employee Contribution Rate					
Final Average Compensation Period					
Sick Leave Credit					
Non-Industrial Disability					
Industrial Disability					
Pre-Retirement Death Benefits					
Optional Settlement 2					
1959 Survivor Benefit Level					
Special					
Alternate (firefighters)					
Post-Retirement Death Benefits					
Lump Sum	$500	$500	$500	$500	
Survivor Allowance (PRSA)	No	No	No	No	
COLA	2%	2%	2%	2%	

Appendices

- Appendix A – Actuarial Methods and Assumptions
- Appendix B – Principal Plan Provisions
- Appendix C – Participant Data
- Appendix D – Glossary of Actuarial Terms

Appendix A

Actuarial Methods and Assumptions

- Actuarial Data
- Actuarial Methods
- Actuarial Assumptions
- Miscellaneous

Actuarial Data

As stated in the Actuarial Certification, the data which serves as the basis of this valuation has been obtained from the various CalPERS databases. We have reviewed the valuation data and believe that it is reasonable and appropriate in aggregate. We are unaware of any potential data issues that would have a material effect on the results of this valuation, except that data does not always contain the latest salary information for former members now in reciprocal systems and does not recognize the potential for unusually large salary deviation in certain cases such as elected officials. Therefore, salary information in these cases may not be accurate. These situations are relatively infrequent, however, and generally do not have a material impact on the required employer contributions.

Actuarial Methods

Actuarial Cost Method

The actuarial cost method used is the Entry Age Actuarial Cost Method. Under this method, projected benefits are determined for all members and the associated liabilities are spread in a manner that produces level annual cost as a percentage of pay in each year from the member's entry age to their assumed retirement age on the valuation date. The cost allocated to the current fiscal year is called the normal cost.

The actuarial accrued liability for active members is then calculated as the portion of the total cost of the plan allocated to prior years. The actuarial accrued liability for members currently receiving benefits and for members entitled to deferred benefits is equal to the present value of the benefits expected to be paid. No normal costs are applicable for these participants.

CalPERS uses an in-house proprietary actuarial model for calculating plan costs. We believe this model is fit for its intended purpose and meets all applicable Actuarial Standards of Practice. Furthermore, the actuarial results of our model are independently confirmed periodically by outside auditing actuaries. The actuarial assumptions used are internally consistent and the generated results are reasonable.

Amortization of Unfunded Actuarial Accrued Liability

The excess of the total actuarial accrued liability over the market value of plan assets is called the unfunded actuarial accrued liability (UAL). Funding requirements are determined by adding the normal cost and a payment toward the UAL. The UAL payment is equal to the sum of individual amortization payments, each representing a different source of UAL for a given measurement period.

Amortization payments are determined according to the CalPERS amortization policy. The board adopted a new policy effective for the June 30, 2019 actuarial valuation. The new policy applies prospectively only; amortization bases (sources of UAL) established prior to the June 30, 2019 valuation will continue to be amortized according to the prior policy.

Prior Policy (Bases Established prior to June 30, 2019)

Amortization payments are determined as a level percentage of payroll whereby the payment increases each year at an escalation rate. Gains or losses are amortized over a fixed 30-year period with a 5-year ramp up at the beginning and a 5-year ramp down at the end of the amortization period. All changes in liability due to plan amendments (other than golden handshakes) are amortized over a 20-year period with no ramp. Changes in actuarial assumptions or changes in actuarial methodology are amortized over a 20-year period with a 5-year ramp up at the beginning and a 5-year ramp down at the end of the amortization period. Changes in unfunded accrued liability due to a Golden Handshake will be amortized over a period of five years. Bases established prior to June 30, 2013 may be amortized differently. A summary is provided in the following table:

Driver	Source				
	(Gain)/Loss				
	Investment	Non-investment	Assumption/Method Change	Benefit Change	Golden Handshake
Amortization Period	30 Years	30 Years	20 Years	20 Years	5 Years
Escalation Rate - Active Plans - Inactive Plans	2.80% 0%	2.80% 0%	2.80% 0%	2.80% 0%	2.80% 0%
Ramp Up	5	5	5	0	0
Ramp Down	5	5	5	0	0

The 5-year ramp up means that the payments in the first four years of the amortization period are 20%, 40%, 60% and 80% of the "full" payment which begins in year five. The 5-year ramp down means that the reverse is true in the final four years of the amortization period.

Current Policy (Bases Established on or after June 30, 2019)

Amortization payments are determined as a level dollar amount. Investment gains or losses are amortized over a fixed 20-year period with a 5-year ramp up at the beginning of the amortization period. Non-investment gains or losses are amortized over a fixed 20-year period with no ramps. All changes in liability due to plan amendments (other than golden handshakes) are amortized over a 20-year period with no ramps. Changes in actuarial assumptions or changes in actuarial methodology are amortized over a 20-year period with no ramps. Changes in unfunded accrued liability due to a Golden Handshake are amortized over a period of five years. A summary is provided in the table below:

	Source				
	(Gain)/Loss				
	Investment	Non-investment	Assumption/ Method Change	Benefit Change	Golden Handshake
Amortization Period	20 Years	20 Years	20 Years	20 Years	5 Years
Escalation Rate	0%	0%	0%	0%	0%
Ramp Up	5	0	0	0	0
Ramp Down	0	0	0	0	0

Exceptions for Inconsistencies

An exception to the amortization rules above is used whenever their application results in inconsistencies. In these cases, a "fresh start" approach is used. This means that the current unfunded actuarial liability is projected and amortized over a set number of years. For example, a fresh start is needed in the following situations:

- When a negative payment would be required on a positive unfunded actuarial liability; or
- When the payment would completely amortize the total unfunded liability in a very short time period, and results in a large change in the employer contribution requirement.

It should be noted that the actuary may determine that a fresh start is necessary under other circumstances. In all cases of a fresh start, the period is set by the actuary at what is deemed appropriate; however, the period will not be greater than 20 years.

Exceptions for Plans in Surplus

If a surplus exists (i.e., the Market Value of Assets exceeds the plan's accrued liability) any prior amortization layers shall be considered fully amortized, and the surplus shall not be amortized.

In the event of any subsequent unfunded liability, a Fresh Start shall be used with an amortization period of 20 years or less.

Exceptions for Small Amounts

Where small unfunded liabilities are identified in annual valuations which result in small payment amounts, the actuary may shorten the remaining period for these bases.

- When the balance of a single amortization base has an absolute value less than $250, the amortization period is reduced to one year.
- When the entire unfunded liability is a small amount, the actuary may perform a Fresh Start and use an appropriate amortization period.

Exceptions for Inactive Plans

The following exceptions apply to plans classified as Inactive. These plans have no active members and no expectation to have active members in the future.

- Amortization of the unfunded liability is on a "level dollar" basis rather than a "level percent of pay" basis. For amortization layers, which utilize a ramp up and ramp down, the "ultimate" payment is constant.
- Actuarial judgment will be used to shorten amortization periods for Inactive plans with existing periods that are deemed too long given the duration of the liability. The specific demographics of the plan will be used to determine if shorter periods may be more appropriate.

Exceptions for Inactive Agencies

For a public agency with no active members in any CalPERS rate plan, the unfunded liability shall be amortized over a closed amortization period of no more than 15 years.

Asset Valuation Method

The Actuarial Value of Assets is set equal to the market value of assets. Asset values include accounts receivable.

PEPRA Normal Cost Rate Methodology

Per Government Code Section 7522.30(b), the "normal cost rate" shall mean the annual actuarially determined normal cost for the plan of retirement benefits provided to the new member and shall be established based on actuarial assumptions used to determine the liabilities and costs as part of the annual actuarial valuation. The plan of retirement benefits shall include any elements that would impact the actuarial determination of the normal cost, including, but not limited to, the retirement formula, eligibility and vesting criteria, ancillary benefit provisions, and any automatic cost-of-living adjustments as determined by the public retirement system.

For purposes of setting member rates, it is preferable to determine total normal cost using a large active population so that the rate remains relatively stable. While each CalPERS non-pooled plan has a sufficiently large active population for this purpose, the PEPRA active population by itself may not be sufficiently large. The total PEPRA normal cost will be determined based on the plan's PEPRA membership only if the number of members covered under the PEPRA formula meets either:

1. 50% of the active population, or
2. 25% of the active population and 100 or more PEPRA members

Until one of these conditions is met, the plan's total PEPRA normal cost will be determined using the entire active plan population (both PEPRA and Classic) based on the PEPRA benefit provisions.

Actuarial Assumptions

In 2021, CalPERS completed its most recent asset liability management study incorporating actuarial assumptions and strategic asset allocation. In November 2021, the board adopted changes to the asset allocation that increased the expected volatility of returns. The adopted asset allocation was expected to have a long-term blended return that continued to support a discount rate assumption of 6.80%. The board also approved several changes to the demographic assumptions that more closely aligned with actual experience.

For more details and additional rationale for the selection of the actuarial assumptions, please refer to the CalPERS Experience Study and Review of Actuarial Assumptions report from November 2021 that can be found on the CalPERS website under: Forms and Publications. Click on "View All" and search for Experience Study.

All actuarial assumptions (except the discount rates used for the hypothetical termination liability) represent an estimate of future experience rather than observations of the estimates inherent in market data.

Economic Assumptions

Discount Rate

The prescribed discount rate assumption, adopted by the board on November 17, 2021, is 6.80% compounded annually (net of investment and administrative expenses) as of June 30, 2021.

Termination Liability Discount Rate

The current discount rate assumption used for termination valuations is a weighted average of the 10-year and 30-year U.S. Treasury yields where the weights are based on matching asset and liability durations as of the termination date.

The hypothetical termination liabilities in this report are calculated using an observed range of market interest rates. This range is based on the lowest and highest 20-year Treasury bond observed during an approximate 19-month period from 12 months before the valuation date to seven months after. The 20-year Treasury bond has a similar duration to most plan liabilities and serves as a good proxy for the termination discount rate. The 20-year Treasury yield was 2.00% on June 30, 2021.

Salary Growth

Annual increases vary by category, entry age, and duration of service. A sample of assumed increases are shown below. Wage inflation assumption in the valuation year (2.80% for 2021) is added to these factors for total salary growth.

Public Agency Miscellaneous

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.0764	0.0621	0.0521
1	0.0663	0.0528	0.0424
2	0.0576	0.0449	0.0346
3	0.0501	0.0381	0.0282
4	0.0435	0.0324	0.0229
5	0.0378	0.0276	0.0187
10	0.0201	0.0126	0.0108
15	0.0155	0.0102	0.0071
20	0.0119	0.0083	0.0047
25	0.0091	0.0067	0.0031
30	0.0070	0.0054	0.0020

Public Agency Fire

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.1517	0.1549	0.0631
1	0.1191	0.1138	0.0517
2	0.0936	0.0835	0.0423
3	0.0735	0.0613	0.0346
4	0.0577	0.0451	0.0284
5	0.0453	0.0331	0.0232
10	0.0188	0.0143	0.0077
15	0.0165	0.0124	0.0088
20	0.0145	0.0108	0.0101
25	0.0127	0.0094	0.0115
30	0.0112	0.0082	0.0132

Public Agency Police

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.1181	0.1051	0.0653
1	0.0934	0.0812	0.0532
2	0.0738	0.0628	0.0434
3	0.0584	0.0485	0.0353
4	0.0462	0.0375	0.0288
5	0.0365	0.0290	0.0235
10	0.0185	0.0155	0.0118
15	0.0183	0.0150	0.0131
20	0.0181	0.0145	0.0145
25	0.0179	0.0141	0.0161
30	0.0178	0.0136	0.0179

Salary Growth (continued)

Public Agency County Peace Officers

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.1238	0.1053	0.0890
1	0.0941	0.0805	0.0674
2	0.0715	0.0616	0.0510
3	0.0544	0.0471	0.0387
4	0.0413	0.0360	0.0293
5	0.0314	0.0276	0.0222
10	0.0184	0.0142	0.0072
15	0.0174	0.0124	0.0073
20	0.0164	0.0108	0.0074
25	0.0155	0.0094	0.0075
30	0.0147	0.0083	0.0077

Schools

Duration of Service	(Entry Age 20)	(Entry Age 30)	(Entry Age 40)
0	0.0275	0.0275	0.0200
1	0.0422	0.0373	0.0298
2	0.0422	0.0373	0.0298
3	0.0422	0.0373	0.0298
4	0.0388	0.0314	0.0245
5	0.0308	0.0239	0.0179
10	0.0236	0.0160	0.0121
15	0.0182	0.0135	0.0103
20	0.0145	0.0109	0.0085
25	0.0124	0.0102	0.0058
30	0.0075	0.0053	0.0019

- The Miscellaneous salary scale is used for Local Prosecutors.
- The Police salary scale is used for Other Safety, Local Sheriff, and School Police.

Price Inflation

2.30% compounded annually.

Wage Inflation

2.80% compounded annually (used in projecting individual salary increases).

Payroll Growth

2.80% compounded annually (used in projecting the payroll over which the unfunded liability is amortized for level percent of payroll bases). This assumption is used for all plans with active members.

Non-valued Potential Additional Liabilities

The potential liability loss for a cost-of-living increase exceeding the 2.30% price inflation assumption and any potential liability loss from future member service purchases that are not reflected in the valuation.

Miscellaneous Loading Factors

Credit for Unused Sick Leave

Total years of service is increased by 1% for those plans that have adopted the provision of providing Credit for Unused Sick Leave.

Conversion of Employer Paid Member Contributions (EPMC)

Total years of service is increased by the Employee Contribution Rate for those plans with the provision providing for the Conversion of Employer Paid Member Contributions (EPMC) during the final compensation period.

Norris Decision (Best Factors)

Employees hired prior to July 1, 1982 have projected benefit amounts increased in order to reflect the use of "Best Factors" in the calculation of optional benefit forms. This is due to a 1983 Supreme Court decision, known as the Norris decision, which required males and females to be treated equally in the determination of benefit amounts. Consequently, anyone already employed at that time is given the best possible conversion factor when optional benefits are determined. No loading is necessary for employees hired after July 1, 1982.

Termination Liability

The termination liabilities include a 5% contingency load. This load is for unforeseen improvements in mortality.

Demographic Assumptions

Pre-Retirement Mortality

The mortality assumptions are based on mortality rates resulting from the most recent CalPERS Experience Study adopted by the CalPERS Board in November 2021. For purposes of the mortality rates, the rates incorporate generational mortality to capture on-going mortality improvement. Generational mortality explicitly assumes that members born more recently will live longer than the members born before them thereby capturing the mortality improvement seen in the past and expected continued improvement. For more details, please refer to the 2021 experience study report that can be found on the CalPERS website

Rates vary by age and gender are shown in the table below. This table only contains a sample of the 2017 base table rates for illustrative purposes. The non-industrial death rates are used for all plans. The industrial death rates are used for Safety plans (except for local Safety members described in Section 20423.6 where the agency has not specifically contracted for industrial death benefits.)

	Miscellaneous		Safety			
	Non-Industrial Death (Not Job-Related)		Non-Industrial Death (Not Job-Related)		Industrial Death (Job-Related)	
Age	Male	Female	Male	Female	Male	Female
20	0.00039	0.00014	0.00038	0.00014	0.00004	0.00002
25	0.00033	0.00013	0.00034	0.00018	0.00004	0.00002
30	0.00044	0.00019	0.00042	0.00025	0.00005	0.00003
35	0.00058	0.00029	0.00048	0.00034	0.00005	0.00004
40	0.00075	0.00039	0.00055	0.00042	0.00006	0.00005
45	0.00093	0.00054	0.00066	0.00053	0.00007	0.00006
50	0.00134	0.00081	0.00092	0.00073	0.00010	0.00008
55	0.00198	0.00123	0.00138	0.00106	0.00015	0.00012
60	0.00287	0.00179	0.00221	0.00151	0.00025	0.00017
65	0.00403	0.00250	0.00346	0.00194	0.00038	0.00022
70	0.00594	0.00404	0.00606	0.00358	0.00067	0.00040
75	0.00933	0.00688	0.01099	0.00699	0.00122	0.00078
80	0.01515	0.01149	0.02027	0.01410	0.00225	0.00157

- The pre-retirement mortality rates above are for 2017 and are projected generationally for future years using 80% of the Society of Actuaries' Scale MP-2020.
- Miscellaneous plans usually have industrial death rates set to zero unless the agency has specifically contracted for industrial death benefits. If so, each non-industrial death rate shown above will be split into two components: 99% will become the non-industrial death rate and 1% will become the industrial death rate.

Post-Retirement Mortality

Rates vary by age, type of retirement, and gender. See sample rates in table below. These rates are used for all plans.

	Healthy Recipients		Non-Industrially Disabled (Not Job-Related)		Industrially Disabled (Job-Related)	
Age	Male	Female	Male	Female	Male	Female
50	0.00267	0.00199	0.01701	0.01439	0.00430	0.00311
55	0.00390	0.00325	0.02210	0.01734	0.00621	0.00550
60	0.00578	0.00455	0.02708	0.01962	0.00944	0.00868
65	0.00857	0.00612	0.03334	0.02276	0.01394	0.01190
70	0.01333	0.00996	0.04001	0.02910	0.02163	0.01858
75	0.02391	0.01783	0.05376	0.04160	0.03446	0.03134
80	0.04371	0.03403	0.07936	0.06112	0.05853	0.05183
85	0.08274	0.06166	0.11561	0.09385	0.10137	0.08045
90	0.14539	0.11086	0.16608	0.14396	0.16584	0.12434
95	0.24665	0.20364	0.24665	0.20364	0.24665	0.20364
100	0.36198	0.31582	0.36198	0.31582	0.36198	0.31582
105	0.52229	0.44679	0.52229	0.44679	0.52229	0.44679
110	1.00000	1.00000	1.00000	1.00000	1.00000	1.00000

The post-retirement mortality rates above are for 2017 and are projected generationally for future years using 80% of the Society of Actuaries' Scale MP-2020.

Marital Status

For active members, a percentage who are married upon retirement is assumed according to the member category as shown in the following table.

Member Category	Percent Married
Miscellaneous Member	70%
Local Police	85%
Local Fire	85%
Other Local Safety	70%
School Police	85%
Local County Peace Officers	75%

Age of Spouse

It is assumed that female spouses are 3 years younger than male spouses. This assumption is used for all plans.

Terminated Members

It is assumed that terminated members refund immediately if non-vested. Terminated members who are vested are assumed to retire at age 59 for Miscellaneous members and age 54 for Safety members.

Termination with Refund

Rates vary by entry age and service for Miscellaneous plans. Rates vary by service for Safety plans. See sample rates in tables below.

Public Agency Miscellaneous

Duration of Service	Entry Age 20		Entry Age 25		Entry Age 30		Entry Age 35		Entry Age 40		Entry Age 45	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
0	0.1851	0.1944	0.1769	0.1899	0.1631	0.1824	0.1493	0.1749	0.1490	0.1731	0.1487	0.1713
1	0.1531	0.1673	0.1432	0.1602	0.1266	0.1484	0.1101	0.1366	0.1069	0.1323	0.1037	0.1280
2	0.1218	0.1381	0.1125	0.1307	0.0970	0.1183	0.0815	0.1058	0.0771	0.0998	0.0726	0.0938
3	0.0927	0.1085	0.0852	0.1020	0.0727	0.0912	0.0601	0.0804	0.0556	0.0737	0.0511	0.0669
4	0.0672	0.0801	0.0616	0.0752	0.0524	0.0670	0.0431	0.0587	0.0392	0.0523	0.0352	0.0459
5	0.0463	0.0551	0.0423	0.0517	0.0358	0.0461	0.0292	0.0404	0.0261	0.0350	0.0230	0.0296
10	0.0112	0.0140	0.0101	0.0129	0.0083	0.0112	0.0064	0.0094	0.0048	0.0071	0.0033	0.0049
15	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
20	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
25	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Public Agency Safety

Duration of Service	Fire		Police		County Peace Officer	
	Male	Female	Male	Female	Male	Female
0	0.1022	0.1317	0.1298	0.1389	0.1086	0.1284
1	0.0686	0.1007	0.0789	0.0904	0.0777	0.0998
2	0.0441	0.0743	0.0464	0.0566	0.0549	0.0759
3	0.0272	0.0524	0.0274	0.0343	0.0385	0.0562
4	0.0161	0.0349	0.0170	0.0206	0.0268	0.0402
5	0.0092	0.0214	0.0113	0.0128	0.0186	0.0276
10	0.0015	0.0000	0.0032	0.0047	0.0046	0.0038
15	0.0000	0.0000	0.0000	0.0000	0.0023	0.0036
20	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
25	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
30	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

- The police termination and refund rates are also used for Public Agency Local Prosecutors, Other Safety, Local Sheriff, and School Police.

Termination with Refund (continued)

Schools

Duration of Service	Entry Age 20		Entry Age 25		Entry Age 30		Entry Age 35		Entry Age 40		Entry Age 45	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
0	0.2054	0.2120	0.1933	0.1952	0.1730	0.1672	0.1527	0.1392	0.1423	0.1212	0.1318	0.1032
1	0.1922	0.2069	0.1778	0.1883	0.1539	0.1573	0.1300	0.1264	0.1191	0.1087	0.1083	0.0910
2	0.1678	0.1859	0.1536	0.1681	0.1298	0.1383	0.1060	0.1086	0.0957	0.0934	0.0853	0.0782
3	0.1384	0.1575	0.1256	0.1417	0.1042	0.1155	0.0829	0.0893	0.0736	0.0774	0.0643	0.0656
4	0.1085	0.1274	0.0978	0.1143	0.0800	0.0925	0.0622	0.0707	0.0542	0.0620	0.0462	0.0533
5	0.0816	0.0991	0.0732	0.0887	0.0590	0.0713	0.0449	0.0539	0.0383	0.0476	0.0317	0.0413
10	0.0222	0.0248	0.0200	0.0221	0.0163	0.0174	0.0125	0.0128	0.0094	0.0100	0.0063	0.0072
15	0.0106	0.0132	0.0095	0.0113	0.0077	0.0083	0.0058	0.0052	0.0040	0.0039	0.0021	0.0026
20	0.0059	0.0065	0.0050	0.0054	0.0035	0.0036	0.0021	0.0019	0.0010	0.0009	0.0000	0.0000
25	0.0029	0.0034	0.0025	0.0029	0.0018	0.0020	0.0010	0.0012	0.0005	0.0006	0.0000	0.0000
30	0.0012	0.0015	0.0011	0.0013	0.0011	0.0011	0.0010	0.0009	0.0005	0.0005	0.0000	0.0000
35	0.0006	0.0007	0.0006	0.0007	0.0005	0.0006	0.0005	0.0005	0.0003	0.0002	0.0000	0.0000

Termination with Vested Benefits

Rates vary by entry age and service for Miscellaneous plans. Rates vary by service for Safety plans. See sample rates in tables below.

Public Agency Miscellaneous

Duration of Service	Entry Age 20		Entry Age 25		Entry Age 30		Entry Age 35		Entry Age 40	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
5	0.0381	0.0524	0.0381	0.0524	0.0358	0.0464	0.0334	0.0405	0.0301	0.0380
10	0.0265	0.0362	0.0265	0.0362	0.0254	0.0334	0.0244	0.0307	0.0197	0.0236
15	0.0180	0.0252	0.0180	0.0252	0.0166	0.0213	0.0152	0.0174	0.0119	0.0132
20	0.0141	0.0175	0.0141	0.0175	0.0110	0.0131	0.0079	0.0087	0.0000	0.0000
25	0.0084	0.0108	0.0084	0.0108	0.0064	0.0076	0.0000	0.0000	0.0000	0.0000
30	0.0047	0.0056	0.0047	0.0056	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0038	0.0041	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Public Agency Safety

Duration of Service	Fire		Police		County Peace Officer	
	Male	Female	Male	Female	Male	Female
5	0.0089	0.0224	0.0156	0.0272	0.0177	0.0266
10	0.0066	0.0164	0.0113	0.0198	0.0126	0.0189
15	0.0048	0.0120	0.0083	0.0144	0.0089	0.0134
20	0.0035	0.0088	0.0060	0.0105	0.0063	0.0095
25	0.0024	0.0061	0.0042	0.0073	0.0042	0.0063
30	0.0012	0.0031	0.0021	0.0037	0.0021	0.0031
35	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

- After termination with vested benefits, a Miscellaneous member is assumed to retire at age 59 and a Safety member at age 54.
- The Police termination with vested benefits rates are also used for Public Agency Local Prosecutors, Other Safety, Local Sheriff, and School Police.

Schools

Duration of Service	Entry Age 20		Entry Age 25		Entry Age 30		Entry Age 35		Entry Age 40	
	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
5	0.0359	0.0501	0.0359	0.0501	0.0332	0.0402	0.0305	0.0304	0.0266	0.0272
10	0.0311	0.0417	0.0311	0.0417	0.0269	0.0341	0.0228	0.0265	0.0193	0.0233
15	0.0193	0.0264	0.0193	0.0264	0.0172	0.0220	0.0151	0.0175	0.0123	0.0142
20	0.0145	0.0185	0.0145	0.0185	0.0113	0.0141	0.0080	0.0097	0.0000	0.0000
25	0.0089	0.0123	0.0089	0.0123	0.0074	0.0093	0.0000	0.0000	0.0000	0.0000
30	0.0057	0.0064	0.0057	0.0064	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000
35	0.0040	0.0049	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000	0.0000

Non-Industrial (Not Job-Related) Disability

Rates vary by age and gender for Miscellaneous plans. Rates vary by age and category for Safety plans.

	Miscellaneous		Fire	Police	County Peace Officer	Schools	
Age	Male	Female	Male and Female	Male and Female	Male and Female	Male	Female
20	0.0001	0.0000	0.0001	0.0001	0.0001	0.0000	0.0002
25	0.0001	0.0001	0.0001	0.0001	0.0001	0.0000	0.0002
30	0.0002	0.0003	0.0001	0.0001	0.0001	0.0002	0.0002
35	0.0004	0.0007	0.0001	0.0002	0.0003	0.0005	0.0004
40	0.0009	0.0012	0.0001	0.0002	0.0006	0.0010	0.0008
45	0.0015	0.0019	0.0002	0.0003	0.0011	0.0019	0.0015
50	0.0015	0.0019	0.0004	0.0005	0.0016	0.0027	0.0021
55	0.0014	0.0013	0.0006	0.0007	0.0009	0.0024	0.0017
60	0.0012	0.0009	0.0006	0.0011	0.0005	0.0020	0.0010

- The Miscellaneous non-industrial disability rates are used for Local Prosecutors.
- The police non-industrial disability rates are also used for Other Safety, Local Sheriff, and School Police.

Industrial (Job-Related) Disability

Rates vary by age and category.

Age	Fire	Police	County Peace Officer
20	0.0001	0.0000	0.0004
25	0.0002	0.0017	0.0013
30	0.0006	0.0048	0.0025
35	0.0012	0.0079	0.0037
40	0.0023	0.0110	0.0051
45	0.0040	0.0141	0.0067
50	0.0208	0.0185	0.0092
55	0.0307	0.0479	0.0151
60	0.0438	0.0602	0.0174

- The police industrial disability rates are also used for Local Sheriff and Other Safety.
- 50% of the police industrial disability rates are used for School Police.
- 1% of the police industrial disability rates are used for Local Prosecutors.
- Normally, rates are zero for Miscellaneous plans unless the agency has specifically contracted for industrial disability benefits. If so, each Miscellaneous non-industrial disability rate will be split into two components: 50% will become the non-industrial disability rate and 50% will become the industrial disability rate.

Service Retirement

Retirement rates vary by age, service, and formula, except for the Safety Half Pay at 55 and 2% at 55 formulas, where retirement rates vary by age only.

Public Agency Miscellaneous 1.5% at 65

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.008	0.011	0.013	0.015	0.017	0.019
51	0.007	0.010	0.012	0.013	0.015	0.017
52	0.010	0.014	0.017	0.019	0.021	0.024
53	0.008	0.012	0.015	0.017	0.019	0.022
54	0.012	0.016	0.019	0.022	0.025	0.028
55	0.018	0.025	0.031	0.035	0.038	0.043
56	0.015	0.021	0.025	0.029	0.032	0.036
57	0.020	0.028	0.033	0.038	0.043	0.048
58	0.024	0.033	0.040	0.046	0.052	0.058
59	0.028	0.039	0.048	0.054	0.060	0.067
60	0.049	0.069	0.083	0.094	0.105	0.118
61	0.062	0.087	0.106	0.120	0.133	0.150
62	0.104	0.146	0.177	0.200	0.223	0.251
63	0.099	0.139	0.169	0.191	0.213	0.239
64	0.097	0.136	0.165	0.186	0.209	0.233
65	0.140	0.197	0.240	0.271	0.302	0.339
66	0.092	0.130	0.157	0.177	0.198	0.222
67	0.129	0.181	0.220	0.249	0.277	0.311
68	0.092	0.129	0.156	0.177	0.197	0.221
69	0.092	0.130	0.158	0.178	0.199	0.224
70	0.103	0.144	0.175	0.198	0.221	0.248

Public Agency Miscellaneous 2% at 60

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.010	0.011	0.014	0.014	0.017	0.017
51	0.017	0.013	0.014	0.010	0.010	0.010
52	0.014	0.014	0.018	0.015	0.016	0.016
53	0.015	0.012	0.013	0.010	0.011	0.011
54	0.006	0.010	0.017	0.016	0.018	0.018
55	0.012	0.016	0.024	0.032	0.036	0.036
56	0.010	0.014	0.023	0.030	0.034	0.034
57	0.006	0.018	0.030	0.040	0.044	0.044
58	0.022	0.023	0.033	0.042	0.046	0.046
59	0.039	0.033	0.040	0.047	0.050	0.050
60	0.063	0.069	0.074	0.090	0.137	0.116
61	0.044	0.058	0.066	0.083	0.131	0.113
62	0.084	0.107	0.121	0.153	0.238	0.205
63	0.173	0.166	0.165	0.191	0.283	0.235
64	0.120	0.145	0.164	0.147	0.160	0.172
65	0.138	0.160	0.214	0.216	0.237	0.283
66	0.198	0.228	0.249	0.216	0.228	0.239
67	0.207	0.242	0.230	0.233	0.233	0.233
68	0.201	0.234	0.225	0.231	0.231	0.231
69	0.152	0.173	0.164	0.166	0.166	0.166
70	0.200	0.200	0.200	0.200	0.200	0.200

Service Retirement

Public Agency Miscellaneous 2% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.014	0.014	0.017	0.021	0.023	0.024
51	0.013	0.017	0.017	0.018	0.018	0.019
52	0.013	0.018	0.018	0.020	0.020	0.021
53	0.013	0.019	0.021	0.024	0.025	0.026
54	0.017	0.025	0.028	0.032	0.033	0.035
55	0.045	0.042	0.053	0.086	0.098	0.123
56	0.018	0.036	0.056	0.086	0.102	0.119
57	0.041	0.046	0.056	0.076	0.094	0.120
58	0.052	0.044	0.048	0.074	0.106	0.123
59	0.043	0.058	0.073	0.092	0.105	0.126
60	0.059	0.064	0.083	0.115	0.154	0.170
61	0.087	0.074	0.087	0.107	0.147	0.168
62	0.115	0.123	0.151	0.180	0.227	0.237
63	0.116	0.127	0.164	0.202	0.252	0.261
64	0.084	0.138	0.153	0.190	0.227	0.228
65	0.167	0.187	0.210	0.262	0.288	0.291
66	0.187	0.258	0.280	0.308	0.318	0.319
67	0.195	0.235	0.244	0.277	0.269	0.280
68	0.228	0.248	0.250	0.241	0.245	0.245
69	0.188	0.201	0.209	0.219	0.231	0.231
70	0.229	0.229	0.229	0.229	0.229	0.229

Public Agency Miscellaneous 2.5% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.014	0.017	0.027	0.035	0.046	0.050
51	0.019	0.021	0.025	0.030	0.038	0.040
52	0.018	0.020	0.026	0.034	0.038	0.037
53	0.013	0.021	0.031	0.045	0.052	0.053
54	0.025	0.025	0.030	0.046	0.057	0.068
55	0.029	0.042	0.064	0.109	0.150	0.225
56	0.036	0.047	0.068	0.106	0.134	0.194
57	0.051	0.047	0.060	0.092	0.116	0.166
58	0.035	0.046	0.062	0.093	0.119	0.170
59	0.029	0.053	0.072	0.112	0.139	0.165
60	0.039	0.069	0.094	0.157	0.177	0.221
61	0.080	0.077	0.086	0.140	0.167	0.205
62	0.086	0.131	0.149	0.220	0.244	0.284
63	0.135	0.135	0.147	0.214	0.222	0.262
64	0.114	0.128	0.158	0.177	0.233	0.229
65	0.112	0.174	0.222	0.209	0.268	0.273
66	0.235	0.254	0.297	0.289	0.321	0.337
67	0.237	0.240	0.267	0.249	0.267	0.277
68	0.258	0.271	0.275	0.207	0.210	0.212
69	0.117	0.208	0.266	0.219	0.250	0.270
70	0.229	0.229	0.229	0.229	0.229	0.229

Service Retirement

Public Agency Miscellaneous 2.7% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.011	0.016	0.022	0.033	0.034	0.038
51	0.018	0.019	0.023	0.032	0.031	0.031
52	0.019	0.020	0.026	0.035	0.034	0.037
53	0.020	0.020	0.025	0.043	0.048	0.053
54	0.018	0.030	0.040	0.052	0.053	0.070
55	0.045	0.058	0.082	0.138	0.208	0.278
56	0.057	0.062	0.080	0.121	0.178	0.222
57	0.045	0.052	0.071	0.106	0.147	0.182
58	0.074	0.060	0.074	0.118	0.163	0.182
59	0.058	0.067	0.086	0.123	0.158	0.187
60	0.087	0.084	0.096	0.142	0.165	0.198
61	0.073	0.084	0.101	0.138	0.173	0.218
62	0.130	0.133	0.146	0.187	0.214	0.249
63	0.122	0.140	0.160	0.204	0.209	0.243
64	0.104	0.124	0.154	0.202	0.214	0.230
65	0.182	0.201	0.242	0.264	0.293	0.293
66	0.272	0.249	0.273	0.285	0.312	0.312
67	0.182	0.217	0.254	0.249	0.264	0.264
68	0.223	0.197	0.218	0.242	0.273	0.273
69	0.217	0.217	0.217	0.217	0.217	0.217
70	0.227	0.227	0.227	0.227	0.227	0.227

Public Agency Miscellaneous 3% at 60

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.015	0.020	0.025	0.039	0.040	0.044
51	0.041	0.034	0.032	0.041	0.036	0.037
52	0.024	0.020	0.022	0.039	0.040	0.041
53	0.018	0.024	0.032	0.047	0.048	0.057
54	0.033	0.033	0.035	0.051	0.049	0.052
55	0.137	0.043	0.051	0.065	0.076	0.108
56	0.173	0.038	0.054	0.075	0.085	0.117
57	0.019	0.035	0.059	0.088	0.111	0.134
58	0.011	0.040	0.070	0.105	0.133	0.162
59	0.194	0.056	0.064	0.081	0.113	0.163
60	0.081	0.085	0.133	0.215	0.280	0.333
61	0.080	0.090	0.134	0.170	0.223	0.292
62	0.137	0.153	0.201	0.250	0.278	0.288
63	0.128	0.140	0.183	0.227	0.251	0.260
64	0.174	0.147	0.173	0.224	0.239	0.264
65	0.152	0.201	0.262	0.299	0.323	0.323
66	0.272	0.273	0.317	0.355	0.380	0.380
67	0.218	0.237	0.268	0.274	0.284	0.284
68	0.200	0.228	0.269	0.285	0.299	0.299
69	0.250	0.250	0.250	0.250	0.250	0.250
70	0.245	0.245	0.245	0.245	0.245	0.245

Service Retirement

Public Agency Miscellaneous 2% at 62

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.000	0.000	0.000	0.000	0.000	0.000
51	0.000	0.000	0.000	0.000	0.000	0.000
52	0.005	0.008	0.012	0.015	0.019	0.031
53	0.007	0.011	0.014	0.018	0.021	0.032
54	0.007	0.011	0.015	0.019	0.023	0.034
55	0.010	0.019	0.028	0.036	0.061	0.096
56	0.014	0.026	0.038	0.050	0.075	0.108
57	0.018	0.029	0.039	0.050	0.074	0.107
58	0.023	0.035	0.048	0.060	0.073	0.099
59	0.025	0.038	0.051	0.065	0.092	0.128
60	0.031	0.051	0.071	0.091	0.111	0.138
61	0.038	0.058	0.079	0.100	0.121	0.167
62	0.044	0.074	0.104	0.134	0.164	0.214
63	0.077	0.105	0.134	0.163	0.192	0.237
64	0.072	0.101	0.129	0.158	0.187	0.242
65	0.108	0.141	0.173	0.206	0.239	0.300
66	0.132	0.172	0.212	0.252	0.292	0.366
67	0.132	0.172	0.212	0.252	0.292	0.366
68	0.120	0.156	0.193	0.229	0.265	0.333
69	0.120	0.156	0.193	0.229	0.265	0.333
70	0.120	0.156	0.193	0.229	0.265	0.333

Service Retirement

Public Agency Fire Half Pay at 55 and 2% at 55

Age	Rate	Age	Rate
50	0.016	56	0.111
51	0.000	57	0.000
52	0.034	58	0.095
53	0.020	59	0.044
54	0.041	60	1.000
55	0.075		

Public Agency Police Half Pay at 55 and 2% at 55

Age	Rate	Age	Rate
50	0.026	56	0.069
51	0.000	57	0.051
52	0.016	58	0.072
53	0.027	59	0.070
54	0.010	60	0.300
55	0.167		

Service Retirement

Public Agency Police 2% at 50

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.018	0.077	0.056	0.046	0.043	0.046
51	0.022	0.087	0.060	0.048	0.044	0.047
52	0.020	0.102	0.081	0.071	0.069	0.075
53	0.016	0.072	0.053	0.045	0.042	0.046
54	0.006	0.071	0.071	0.069	0.072	0.080
55	0.009	0.040	0.099	0.157	0.186	0.186
56	0.020	0.051	0.108	0.165	0.194	0.194
57	0.036	0.072	0.106	0.139	0.156	0.156
58	0.001	0.046	0.089	0.130	0.152	0.152
59	0.066	0.094	0.119	0.143	0.155	0.155
60	0.177	0.177	0.177	0.177	0.177	0.177
61	0.134	0.134	0.134	0.134	0.134	0.134
62	0.184	0.184	0.184	0.184	0.184	0.184
63	0.250	0.250	0.250	0.250	0.250	0.250
64	0.177	0.177	0.177	0.177	0.177	0.177
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 2% at 50

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.054	0.054	0.056	0.080	0.064	0.066
51	0.020	0.020	0.021	0.030	0.024	0.024
52	0.037	0.037	0.038	0.054	0.043	0.045
53	0.051	0.051	0.053	0.076	0.061	0.063
54	0.082	0.082	0.085	0.121	0.097	0.100
55	0.139	0.139	0.139	0.139	0.139	0.139
56	0.129	0.129	0.129	0.129	0.129	0.129
57	0.085	0.085	0.085	0.085	0.085	0.085
58	0.119	0.119	0.119	0.119	0.119	0.119
59	0.167	0.167	0.167	0.167	0.167	0.167
60	0.152	0.152	0.152	0.152	0.152	0.152
61	0.179	0.179	0.179	0.179	0.179	0.179
62	0.179	0.179	0.179	0.179	0.179	0.179
63	0.179	0.179	0.179	0.179	0.179	0.179
64	0.179	0.179	0.179	0.179	0.179	0.179
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 3% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.019	0.053	0.045	0.054	0.057	0.061
51	0.002	0.017	0.028	0.044	0.053	0.060
52	0.002	0.031	0.037	0.051	0.059	0.066
53	0.026	0.049	0.049	0.080	0.099	0.114
54	0.019	0.034	0.047	0.091	0.121	0.142
55	0.006	0.115	0.141	0.199	0.231	0.259
56	0.017	0.188	0.121	0.173	0.199	0.199
57	0.008	0.137	0.093	0.136	0.157	0.157
58	0.017	0.126	0.105	0.164	0.194	0.194
59	0.026	0.146	0.110	0.167	0.195	0.195
60	0.155	0.155	0.155	0.155	0.155	0.155
61	0.210	0.210	0.210	0.210	0.210	0.210
62	0.262	0.262	0.262	0.262	0.262	0.262
63	0.172	0.172	0.172	0.172	0.172	0.172
64	0.227	0.227	0.227	0.227	0.227	0.227
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 3% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.003	0.006	0.013	0.019	0.025	0.028
51	0.004	0.008	0.017	0.026	0.034	0.038
52	0.005	0.011	0.022	0.033	0.044	0.049
53	0.005	0.034	0.024	0.038	0.069	0.138
54	0.007	0.047	0.032	0.051	0.094	0.187
55	0.010	0.067	0.046	0.073	0.134	0.266
56	0.010	0.063	0.044	0.069	0.127	0.253
57	0.135	0.100	0.148	0.196	0.220	0.220
58	0.083	0.062	0.091	0.120	0.135	0.135
59	0.137	0.053	0.084	0.146	0.177	0.177
60	0.162	0.063	0.099	0.172	0.208	0.208
61	0.598	0.231	0.231	0.231	0.231	0.231
62	0.621	0.240	0.240	0.240	0.240	0.240
63	0.236	0.236	0.236	0.236	0.236	0.236
64	0.236	0.236	0.236	0.236	0.236	0.236
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 3% at 50

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.124	0.103	0.113	0.143	0.244	0.376
51	0.060	0.081	0.087	0.125	0.207	0.294
52	0.016	0.055	0.111	0.148	0.192	0.235
53	0.072	0.074	0.098	0.142	0.189	0.237
54	0.018	0.049	0.105	0.123	0.187	0.271
55	0.069	0.074	0.081	0.113	0.209	0.305
56	0.064	0.108	0.113	0.125	0.190	0.288
57	0.056	0.109	0.160	0.182	0.210	0.210
58	0.108	0.129	0.173	0.189	0.214	0.214
59	0.093	0.144	0.204	0.229	0.262	0.262
60	0.343	0.180	0.159	0.188	0.247	0.247
61	0.221	0.221	0.221	0.221	0.221	0.221
62	0.213	0.213	0.213	0.213	0.213	0.213
63	0.233	0.233	0.233	0.233	0.233	0.233
64	0.234	0.234	0.234	0.234	0.234	0.234
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 3% at 50

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.095	0.048	0.053	0.093	0.134	0.175
51	0.016	0.032	0.053	0.085	0.117	0.149
52	0.013	0.032	0.054	0.087	0.120	0.154
53	0.085	0.044	0.049	0.089	0.129	0.170
54	0.038	0.065	0.074	0.105	0.136	0.167
55	0.042	0.043	0.049	0.085	0.132	0.215
56	0.133	0.103	0.075	0.113	0.151	0.209
57	0.062	0.048	0.060	0.124	0.172	0.213
58	0.124	0.097	0.092	0.153	0.194	0.227
59	0.092	0.071	0.078	0.144	0.192	0.233
60	0.056	0.044	0.061	0.131	0.186	0.233
61	0.282	0.219	0.158	0.198	0.233	0.260
62	0.292	0.227	0.164	0.205	0.241	0.269
63	0.196	0.196	0.196	0.196	0.196	0.196
64	0.197	0.197	0.197	0.197	0.197	0.197
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 2% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.040	0.040	0.040	0.040	0.040	0.080
51	0.028	0.028	0.028	0.028	0.040	0.066
52	0.028	0.028	0.028	0.028	0.043	0.061
53	0.028	0.028	0.028	0.028	0.057	0.086
54	0.028	0.028	0.028	0.032	0.069	0.110
55	0.050	0.050	0.050	0.067	0.099	0.179
56	0.046	0.046	0.046	0.062	0.090	0.160
57	0.054	0.054	0.054	0.072	0.106	0.191
58	0.060	0.060	0.060	0.066	0.103	0.171
59	0.060	0.060	0.060	0.069	0.105	0.171
60	0.113	0.113	0.113	0.113	0.113	0.171
61	0.108	0.108	0.108	0.108	0.108	0.128
62	0.113	0.113	0.113	0.113	0.113	0.159
63	0.113	0.113	0.113	0.113	0.113	0.159
64	0.113	0.113	0.113	0.113	0.113	0.239
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 2% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.005	0.005	0.005	0.005	0.008	0.012
51	0.006	0.006	0.006	0.006	0.009	0.013
52	0.012	0.012	0.012	0.012	0.019	0.028
53	0.033	0.033	0.033	0.033	0.050	0.075
54	0.045	0.045	0.045	0.045	0.069	0.103
55	0.061	0.061	0.061	0.061	0.094	0.140
56	0.055	0.055	0.055	0.055	0.084	0.126
57	0.081	0.081	0.081	0.081	0.125	0.187
58	0.059	0.059	0.059	0.059	0.091	0.137
59	0.055	0.055	0.055	0.055	0.084	0.126
60	0.085	0.085	0.085	0.085	0.131	0.196
61	0.085	0.085	0.085	0.085	0.131	0.196
62	0.085	0.085	0.085	0.085	0.131	0.196
63	0.085	0.085	0.085	0.085	0.131	0.196
64	0.085	0.085	0.085	0.085	0.131	0.196
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 2.5% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.050	0.050	0.050	0.050	0.050	0.100
51	0.038	0.038	0.038	0.038	0.055	0.089
52	0.038	0.038	0.038	0.038	0.058	0.082
53	0.036	0.036	0.036	0.036	0.073	0.111
54	0.036	0.036	0.036	0.041	0.088	0.142
55	0.061	0.061	0.061	0.082	0.120	0.217
56	0.056	0.056	0.056	0.075	0.110	0.194
57	0.060	0.060	0.060	0.080	0.118	0.213
58	0.072	0.072	0.072	0.079	0.124	0.205
59	0.072	0.072	0.072	0.083	0.126	0.205
60	0.135	0.135	0.135	0.135	0.135	0.205
61	0.130	0.130	0.130	0.130	0.130	0.153
62	0.135	0.135	0.135	0.135	0.135	0.191
63	0.135	0.135	0.135	0.135	0.135	0.191
64	0.135	0.135	0.135	0.135	0.135	0.287
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 2.5% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.007	0.007	0.007	0.007	0.010	0.015
51	0.008	0.008	0.008	0.008	0.012	0.018
52	0.016	0.016	0.016	0.016	0.025	0.038
53	0.042	0.042	0.042	0.042	0.064	0.096
54	0.057	0.057	0.057	0.057	0.088	0.132
55	0.074	0.074	0.074	0.074	0.114	0.170
56	0.066	0.066	0.066	0.066	0.102	0.153
57	0.090	0.090	0.090	0.090	0.139	0.208
58	0.071	0.071	0.071	0.071	0.110	0.164
59	0.066	0.066	0.066	0.066	0.101	0.151
60	0.102	0.102	0.102	0.102	0.157	0.235
61	0.102	0.102	0.102	0.102	0.157	0.236
62	0.102	0.102	0.102	0.102	0.157	0.236
63	0.102	0.102	0.102	0.102	0.157	0.236
64	0.102	0.102	0.102	0.102	0.157	0.236
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Public Agency Police 2.7% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.050	0.050	0.050	0.050	0.050	0.100
51	0.040	0.040	0.040	0.040	0.058	0.094
52	0.038	0.038	0.038	0.038	0.058	0.083
53	0.038	0.038	0.038	0.038	0.077	0.117
54	0.038	0.038	0.038	0.044	0.093	0.150
55	0.068	0.068	0.068	0.091	0.134	0.242
56	0.063	0.063	0.063	0.084	0.123	0.217
57	0.060	0.060	0.060	0.080	0.118	0.213
58	0.080	0.080	0.080	0.088	0.138	0.228
59	0.080	0.080	0.080	0.092	0.140	0.228
60	0.150	0.150	0.150	0.150	0.150	0.228
61	0.144	0.144	0.144	0.144	0.144	0.170
62	0.150	0.150	0.150	0.150	0.150	0.213
63	0.150	0.150	0.150	0.150	0.150	0.213
64	0.150	0.150	0.150	0.150	0.150	0.319
65	1.000	1.000	1.000	1.000	1.000	1.000

- These rates also apply to County Peace officers, Local Prosecutors, Local Sheriff, School Police, and Other Safety.

Service Retirement

Public Agency Fire 2.7% at 57

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.007	0.007	0.007	0.007	0.010	0.015
51	0.008	0.008	0.008	0.008	0.013	0.019
52	0.016	0.016	0.016	0.016	0.025	0.038
53	0.044	0.044	0.044	0.044	0.068	0.102
54	0.061	0.061	0.061	0.061	0.093	0.140
55	0.083	0.083	0.083	0.083	0.127	0.190
56	0.074	0.074	0.074	0.074	0.114	0.171
57	0.090	0.090	0.090	0.090	0.139	0.208
58	0.079	0.079	0.079	0.079	0.122	0.182
59	0.073	0.073	0.073	0.073	0.112	0.168
60	0.114	0.114	0.114	0.114	0.175	0.262
61	0.114	0.114	0.114	0.114	0.175	0.262
62	0.114	0.114	0.114	0.114	0.175	0.262
63	0.114	0.114	0.114	0.114	0.175	0.262
64	0.114	0.114	0.114	0.114	0.175	0.262
65	1.000	1.000	1.000	1.000	1.000	1.000

Service Retirement

Schools 2% at 55

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.003	0.004	0.006	0.007	0.010	0.010
51	0.004	0.005	0.007	0.008	0.011	0.011
52	0.005	0.007	0.008	0.009	0.012	0.012
53	0.007	0.008	0.010	0.012	0.015	0.015
54	0.006	0.009	0.012	0.015	0.020	0.021
55	0.011	0.023	0.034	0.057	0.070	0.090
56	0.012	0.027	0.036	0.056	0.073	0.095
57	0.016	0.027	0.036	0.055	0.068	0.087
58	0.019	0.030	0.040	0.062	0.078	0.103
59	0.023	0.034	0.046	0.070	0.085	0.109
60	0.022	0.043	0.062	0.095	0.113	0.141
61	0.030	0.051	0.071	0.103	0.124	0.154
62	0.065	0.098	0.128	0.188	0.216	0.248
63	0.075	0.112	0.144	0.197	0.222	0.268
64	0.091	0.116	0.138	0.180	0.196	0.231
65	0.163	0.164	0.197	0.232	0.250	0.271
66	0.208	0.204	0.243	0.282	0.301	0.315
67	0.189	0.185	0.221	0.257	0.274	0.287
68	0.127	0.158	0.200	0.227	0.241	0.244
69	0.168	0.162	0.189	0.217	0.229	0.238
70	0.191	0.190	0.237	0.250	0.246	0.254

Schools 2% at 62

	Duration of Service					
Age	5 Years	10 Years	15 Years	20 Years	25 Years	30 Years
50	0.000	0.000	0.000	0.000	0.000	0.000
51	0.000	0.000	0.000	0.000	0.000	0.000
52	0.004	0.007	0.010	0.011	0.013	0.015
53	0.004	0.008	0.010	0.013	0.014	0.016
54	0.005	0.011	0.015	0.018	0.020	0.022
55	0.014	0.027	0.038	0.045	0.050	0.056
56	0.013	0.026	0.037	0.043	0.048	0.055
57	0.013	0.027	0.038	0.045	0.050	0.055
58	0.017	0.034	0.047	0.056	0.062	0.069
59	0.019	0.037	0.052	0.062	0.068	0.076
60	0.026	0.053	0.074	0.087	0.097	0.108
61	0.030	0.058	0.081	0.095	0.106	0.119
62	0.053	0.105	0.147	0.174	0.194	0.217
63	0.054	0.107	0.151	0.178	0.198	0.222
64	0.053	0.105	0.147	0.174	0.194	0.216
65	0.072	0.142	0.199	0.235	0.262	0.293
66	0.077	0.152	0.213	0.252	0.281	0.314
67	0.070	0.139	0.194	0.229	0.255	0.286
68	0.063	0.124	0.173	0.205	0.228	0.255
69	0.066	0.130	0.183	0.216	0.241	0.270
70	0.071	0.140	0.196	0.231	0.258	0.289

Miscellaneous

Internal Revenue Code Section 415

The limitations on benefits imposed by Internal Revenue Code Section 415 are taken into account in this valuation. Each year the impact of any changes in this limitation since the prior valuation is included and amortized as part of the actuarial gain or loss base. This results in lower contributions for those employers contributing to the Replacement Benefit Fund and protects CalPERS from prefunding expected benefits in excess of limits imposed by federal tax law. The Section 415(b) dollar limit for the 2021 calendar year is $230,000.

Internal Revenue Code Section 401(a)(17)

The limitations on compensation imposed by Internal Revenue Code Section 401(a)(17) are taken into account in this valuation. Each year, the impact of any changes in the compensation limitation since the prior valuation is included and amortized as part of the actuarial gain or loss base. The compensation limit for classic members for the 2021 calendar year is $290,000.

Appendix B

Principal Plan Provisions

The following is a description of the principal plan provisions used in calculating costs and liabilities. We have indicated whether a plan provision is standard or optional. Standard benefits are applicable to all members while optional benefits vary among employers. Optional benefits that apply to a single period of time, such as Golden Hands bakes, have not been included. Many of the statements in this summary are general in nature, and are intended to provide an easily understood summary of the Public Employees' Retirement Law. The law itself governs in all situations.

Service Retirement

Eligibility

A classic CalPERS member or PEPRA Safety member becomes eligible for Service Retirement upon attainment of age 50 with at least 5 years of credited service (total service across all CalPERS employers, and with certain other retirement systems with which CalPERS has reciprocity agreements). For employees hired into a plan with the 1.5% at age 65 formula, eligibility for service retirement is age 55 with at least 5 years of service. PEPRA Miscellaneous members become eligible for service retirement upon attainment of age 52 with at least 5 years of service.

Benefit

The service retirement benefit is a monthly allowance equal to the product of the *benefit factor*, *years of service*, and *final compensation*.

- The *benefit factor* depends on the benefit formula specified in the agency's contract. The table below shows the factors for each of the available formulas. Factors vary by the member's age at retirement. Listed are the factors for retirement at whole year ages:

Miscellaneous Plan Formulas

Retirement Age	1.5% at 65	2% at 60	2% at 55	2.5% at 55	2.7% at 55	3% at 60	PEPRA 2% at 62
50	0.5000%	1.092%	1.426%	2.000%	2.000%	2.000%	N/A
51	0.5667%	1.156%	1.522%	2.100%	2.140%	2.100%	N/A
52	0.6334%	1.224%	1.628%	2.200%	2.280%	2.200%	1.000%
53	0.7000%	1.296%	1.742%	2.300%	2.420%	2.300%	1.100%
54	0.7667%	1.376%	1.866%	2.400%	2.560%	2.400%	1.200%
55	0.8334%	1.460%	2.000%	2.500%	2.700%	2.500%	1.300%
56	0.9000%	1.552%	2.052%	2.500%	2.700%	2.600%	1.400%
57	0.9667%	1.650%	2.104%	2.500%	2.700%	2.700%	1.500%
58	1.0334%	1.758%	2.156%	2.500%	2.700%	2.800%	1.600%
59	1.1000%	1.874%	2.210%	2.500%	2.700%	2.900%	1.700%
60	1.1667%	2.000%	2.262%	2.500%	2.700%	3.000%	1.800%
61	1.2334%	2.134%	2.314%	2.500%	2.700%	3.000%	1.900%
62	1.3000%	2.272%	2.366%	2.500%	2.700%	3.000%	2.000%
63	1.3667%	2.418%	2.418%	2.500%	2.700%	3.000%	2.100%
64	1.4334%	2.418%	2.418%	2.500%	2.700%	3.000%	2.200%
65	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.300%
66	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.400%
67 & up	1.5000%	2.418%	2.418%	2.500%	2.700%	3.000%	2.500%

Safety Plan Formulas

Retirement Age	Half Pay at 55*	2% at 55	2% at 50	3% at 55	3% at 50
50	1.783%	1.426%	2.000%	2.400%	3.000%
51	1.903%	1.522%	2.140%	2.520%	3.000%
52	2.035%	1.628%	2.280%	2.640%	3.000%
53	2.178%	1.742%	2.420%	2.760%	3.000%
54	2.333%	1.866%	2.560%	2.880%	3.000%
55 & Up	2.500%	2.000%	2.700%	3.000%	3.000%

* For this formula, the benefit factor also varies by entry age. The factors shown are for members with an entry age of 35 or greater. If entry age is less than 35, then the age 55 benefit factor is 50% divided by the difference between age 55 and entry age. The benefit factor for ages prior to age 55 is the same proportion of the age 55 benefit factor as in the above table.

PEPRA Safety Plan Formulas

Retirement Age	2% at 57	2.5% at 57	2.7% at 57
50	1.426%	2.000%	2.000%
51	1.508%	2.071%	2.100%
52	1.590%	2.143%	2.200%
53	1.672%	2.214%	2.300%
54	1.754%	2.286%	2.400%
55	1.836%	2.357%	2.500%
56	1.918%	2.429%	2.600%
57 & Up	2.000%	2.500%	2.700%

- The *years of service* is the amount credited by CalPERS to a member while he or she is employed in this group (or for other periods that are recognized under the employer's contract with CalPERS). For a member who has earned service with multiple CalPERS employers, the benefit from each employer is calculated separately according to each employer's contract, and then added together for the total allowance. An agency may contract for an optional benefit where any unused sick leave accumulated at the time of retirement will be converted to credited service at a rate of 0.004 years of service for each day of sick leave.

- The *final compensation* is the monthly average of the member's highest 36 or 12 consecutive months' full-time equivalent monthly pay (no matter which CalPERS employer paid this compensation). The standard benefit is 36 months. Employers had the option of providing a final compensation equal to the highest 12 consecutive months for classic plans only. Final compensation must be defined by the highest 36 consecutive months' pay under the 1.5% at 65 formula. PEPRA members have a cap on the annual salary that can be used to calculate final compensation for all new members based on the Social Security contribution and benefit base. For employees that participate in Social Security this cap is $128,059 for 2021 and for those employees that do not participate in Social Security the cap for 2021 is $153,671. Adjustments to the caps are permitted annually based on changes to the CPI for all urban consumers.

- Employees must be covered by Social Security with the 1.5% at 65 formula. Social Security is optional for all other benefit formulas. For employees covered by Social Security, the modified formula is the standard benefit. Under this type of formula, the final compensation is offset by $133.33 (or by one third if the final compensation is less than $400). Employers may contract for the full benefit with Social Security that will eliminate the offset applicable to the final compensation. For employees not covered by Social Security, the full benefit is paid with no offsets.

Auxiliary organizations of the CSUC system may elect reduced contribution rates, in which case the offset is $317 if members are not covered by Social Security or $513 if members are covered by Social Security.

- The Miscellaneous and PEPRA Safety service retirement benefit is not capped. The classic Safety service retirement benefit is capped at 90% of final compensation.

Vested Deferred Retirement

Eligibility for Deferred Status

A CalPERS member becomes eligible for a deferred vested retirement benefit when he or she leaves employment, keeps his or her contribution account balance on deposit with CalPERS, and has earned at least 5 years of credited service (total service across all CalPERS employers, and with certain other retirement systems with which CalPERS has reciprocity agreements).

Eligibility to Start Receiving Benefits

The CalPERS classic members and PEPRA Safety members become eligible to receive the deferred retirement benefit upon satisfying the eligibility requirements for deferred status and upon attainment of age 50 (55 for employees hired into a 1.5% at 65 plan). PEPRA Miscellaneous members become eligible to receive the deferred retirement benefit upon satisfying the eligibility requirements for deferred status and upon attainment of age 52.

Benefit

The vested deferred retirement benefit is the same as the service retirement benefit, where the benefit factor is based on the member's age at allowance commencement. For members who have earned service with multiple CalPERS employers, the benefit from each employer is calculated separately according to each employer's contract, and then added together for the total allowance.

Non-Industrial (Non-Job Related) Disability Retirement

Eligibility

A CalPERS member is eligible for Non-Industrial Disability Retirement if he or she becomes *disabled* and has at least 5 years of credited service (total service across all CalPERS employers, and with certain other retirement systems with which CalPERS has reciprocity agreements). There is no special age requirement. *Disabled* means the member is unable to perform his or her job because of an illness or injury, which is expected to be permanent or to last indefinitely. The illness or injury does not have to be job related. A CalPERS member must be actively employed by any CalPERS employer at the time of disability in order to be eligible for this benefit.

Standard Benefit

The standard Non-Industrial Disability Retirement benefit is a monthly allowance equal to 1.8% of final compensation, multiplied by *service*, which is determined as follows:

- *Service* is CalPERS credited service, for members with less than 10 years of service or greater than 18.518 years of service; or

- *Service* is CalPERS credited service plus the additional number of years that the member would have worked until age 60, for members with at least 10 years but not more than 18.518 years of service. The maximum benefit in this case is 33⅓% of final compensation.

Improved Benefit

Employers have the option of providing the improved Non-Industrial Disability Retirement benefit. This benefit provides a monthly allowance equal to 30% of final compensation for the first 5 years of service, plus 1% for each additional year of service to a maximum of 50% of final compensation.

Members who are eligible for a larger service retirement benefit may choose to receive that benefit in lieu of a disability benefit. Members eligible to retire, and who have attained the normal retirement age determined by their service retirement benefit formula, will receive the same dollar amount for disability retirement as that payable for service retirement. For members who have earned service with multiple CalPERS employers, the benefit attributed to each employer is the total disability allowance multiplied by the ratio of service with a particular employer to the total CalPERS service.

Industrial (Job Related) Disability Retirement

This is a standard benefit for Safety members except those described in Section 20423.6. For excluded Safety members and all Miscellaneous members, employers have the option of providing this benefit. An employer may choose to provide the increased benefit option or the improved benefit option.

Eligibility

An employee is eligible for Industrial Disability Retirement if he or she becomes disabled while working, where disabled means the member is unable to perform the duties of the job because of a work-related illness or injury, which is expected to be permanent or to last indefinitely. A CalPERS member who has left active employment within this group is not eligible for this benefit, except to the extent described below.

Standard Benefit

The standard Industrial Disability Retirement benefit is a monthly allowance equal to 50% of final compensation.

Increased Benefit (75% of Final Compensation)

The increased Industrial Disability Retirement benefit is a monthly allowance equal to 75% of final compensation for total disability.

Improved Benefit (50% to 90% of Final Compensation)

The improved Industrial Disability Retirement benefit is a monthly allowance equal to the Workman's Compensation Appeals Board permanent disability rate percentage (if 50% or greater, with a maximum of 90%) times the final compensation.

For a CalPERS member not actively employed in this group who became disabled while employed by some other CalPERS employer, the benefit is a return of accumulated member contributions with respect to employment in this group. With the standard or increased benefit, a member may also choose to receive the annuitization of the accumulated member contributions.

If a member is eligible for service retirement and if the service retirement benefit is more than the industrial disability retirement benefit, the member may choose to receive the larger benefit.

Post-Retirement Death Benefit

Standard Lump Sum Payment

Upon the death of a retiree, a one-time lump sum payment of $500 will be made to the retiree's designated survivor(s), or to the retiree's estate.

Improved Lump Sum Payment

Employers have the option of providing an improved lump sum death benefit of $600, $2,000, $3,000, $4,000 or $5,000.

Form of Payment for Retirement Allowance

Standard Form of Payment

Generally, the retirement allowance is paid to the retiree in the form of an annuity for as long as he or she is alive. The retiree may choose to provide for a portion of his or her allowance to be paid to any designated beneficiary after the retiree's death. CalPERS provides for a variety of such benefit options, which the retiree pays for by taking a reduction in his or her retirement allowance. Such reduction takes into account the amount to be provided to the beneficiary and the probable duration of payments (based on the ages of the member and beneficiary) made subsequent to the member's death.

Improved Form of Payment (Post-Retirement Survivor Allowance)

Employers have the option to contract for the post-retirement survivor allowance.

For retirement allowances with respect to service subject to the modified formula, 25% of the retirement allowance will automatically be continued to certain statutory beneficiaries upon the death of the retiree, without a reduction in the retiree's allowance. For retirement allowances with respect to service subject to the full or supplemental formula, 50% of the retirement allowance will automatically be continued to certain statutory beneficiaries upon the death of the retiree, without a reduction in the retiree's allowance. This additional benefit is referred to as post-retirement survivor allowance (PRSA) or simply as survivor continuance.

In other words, 25% or 50% of the allowance, the continuance portion, is paid to the retiree for as long as he or she is alive, and that same amount is continued to the retiree's spouse (or if no eligible spouse, to unmarried child (ren) until they attain age 18; or, if no eligible child(ren), to a qualifying dependent parent) for the rest of his or her lifetime. This benefit will not be discontinued in the event the spouse remarries.

The remaining 75% or 50% of the retirement allowance, which may be referred to as the option portion of the benefit, is paid to the retiree as an annuity for as long as he or she is alive. Or, the retiree may choose to provide for some of this option portion to be paid to any designated beneficiary after the retiree's death. Benefit options applicable to the option portion are the same as those offered with the standard form. The reduction is calculated in the same manner but is applied only to the option portion.

Pre-Retirement Death Benefits

Basic Death Benefit

This is a standard benefit.

Eligibility

An employee's beneficiary (or estate) may receive the basic death benefit if the member dies while actively employed. A CalPERS member must be actively employed with the CalPERS employer providing this benefit to be eligible for this benefit. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this basic death benefit.

Benefit

The basic death benefit is a lump sum in the amount of the member's accumulated contributions, where interest is credited annually at the greater of 6% or the prevailing discount rate through the date of death, plus a lump sum in the amount of one month's salary for each completed year of current service, up to a maximum of six months' salary. For purposes of this benefit, one month's salary is defined as the member's average monthly full-time rate of compensation during the 12 months preceding death.

1957 Survivor Benefit

This is a standard benefit.

Eligibility

An employee's *eligible survivor(s)* may receive the 1957 Survivor benefit if the member dies while actively employed, has attained at least age 50 for classic and PEPRA Safety members and age 52 for PEPRA Miscellaneous members, and has at least 5 years of credited service (total service across all CalPERS employers and with certain other retirement systems with which CalPERS has reciprocity agreements). A CalPERS member must be actively employed with the CalPERS employer providing this benefit to be eligible for this benefit. An eligible survivor means the surviving spouse to whom the member was married at least one year before death or, if there is no eligible spouse, to the member's unmarried child(ren) under age 18. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this 1957 Survivor benefit.

Benefit

The 1957 Survivor benefit is a monthly allowance equal to one-half of the unmodified service retirement benefit that the member would have been entitled to receive if the member had retired on the date of his or her death. If the benefit is payable to the spouse, the benefit is discontinued upon the death of the spouse. If the benefit is payable to dependent child(ren), the benefit will be discontinued upon death or attainment of age 18, unless the child(ren) is disabled. The total amount paid will be at least equal to the basic death benefit.

Optional Settlement 2 Death Benefit

This is an optional benefit.

Eligibility

An employee's *eligible survivor* may receive the Optional Settlement 2 Death benefit if the member dies while actively employed, has attained at least age 50 for classic and PEPRA Safety members and age 52 for PEPRA Miscellaneous members, and has at least 5 years of credited service (total service across all CalPERS employers and with certain other retirement systems with which CalPERS has reciprocity agreements). A CalPERS member who is no longer actively employed with any CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married at least one year before death. A member's survivor who is eligible for any other pre-retirement death benefit may choose to receive that death benefit instead of this Optional Settlement 2 Death benefit.

Benefit

The Optional Settlement 2 Death benefit is a monthly allowance equal to the service retirement benefit that the member would have received had the member retired on the date of his or her death and elected 100% to continue to the eligible survivor after the member's death. The allowance is payable as long as the surviving spouse lives, at which time it is continued to any unmarried child(ren) under age 18, if applicable. The total amount paid will be at least equal to the basic death benefit.

Special Death Benefit

This is a standard benefit for Safety members except those described in Section 20423.6. For excluded Safety members and all Miscellaneous members, employers have the option of providing this benefit.

Eligibility

An employee's *eligible survivor(s)* may receive the special death benefit if the member dies while actively employed and the death is job-related. A CalPERS member who is no longer actively employed with any CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married prior to the onset of the injury or illness that resulted in death. If there is no eligible spouse, an eligible survivor means the member's unmarried child(ren) under age 22. An eligible survivor who chooses to receive this benefit will not receive any other death benefit.

Benefit

The special death benefit is a monthly allowance equal to 50% of final compensation and will be increased whenever the compensation paid to active employees is increased but ceasing to increase when the member would have attained age 50. The allowance is payable to the surviving spouse until death at which time the allowance is continued to any unmarried child(ren) under age 22. There is a guarantee that the total amount paid will at least equal the basic death benefit.

If the member's death is the result of an accident or injury caused by external violence or physical force incurred in the performance of the member's duty, and there are *eligible* surviving child(ren) (*eligible* means unmarried child(ren) under age 22) in addition to an eligible spouse, then an additional monthly allowance is paid equal to the following:

- if 1 eligible child: 12.5% of final compensation
- if 2 eligible children: 20.0% of final compensation
- if 3 or more eligible children: 25.0% of final compensation

Alternate Death Benefit for Local Fire Members

This is an optional benefit available only to local fire members.

Eligibility

An employee's *eligible survivor(s)* may receive the alternate death benefit in lieu of the basic death benefit or the 1957 Survivor benefit if the member dies while actively employed and has at least 20 years of total CalPERS service. A CalPERS member who is no longer actively employed with any CalPERS employer is not eligible for this benefit. An *eligible survivor* means the surviving spouse to whom the member was married prior to the onset of the injury or illness that resulted in death. If there is no eligible spouse, an eligible survivor means the member's unmarried child(ren) under age 18.

Benefit

The Alternate Death benefit is a monthly allowance equal to the service retirement benefit that the member would have received had the member retired on the date of his or her death and elected Optional Settlement 2. (A retiree who elects Optional Settlement 2 receives an allowance that has been reduced so that it will continue to be paid after his or her death to a surviving beneficiary.) If the member has not yet attained age 50, the benefit is equal to that which would be payable if the member had retired at age 50, based on service credited at the time of death. The allowance is payable as long as the surviving spouse lives, at which time it is continued to any unmarried child(ren) under age 18, if applicable. The total amount paid will be at least equal to the basic death benefit.

Cost-of-Living Adjustments (COLA)

Standard Benefit

Retirement and survivor allowances are adjusted each year in May for cost of living, beginning the second calendar year after the year of retirement. The standard cost-of-living adjustment (COLA) is 2%. Annual adjustments are calculated by first determining the lesser of 1) 2% compounded from the end of the year of retirement or 2) actual rate of price inflation. The resulting increase is divided by the total increase provided in prior years. For any given year, the COLA adjustment may be less than 2% (when the rate of price inflation is low), may be greater than the rate of price inflation (when the rate of price inflation is low after several years of high price inflation) or may even be greater than 2% (when price inflation is high after several years of low price inflation).

Improved Benefit

Employers have the option of providing a COLA of 3%, 4%, or 5%, determined in the same manner as described above for the standard 2% COLA. An improved COLA is not available with the 1.5% at 65 formula.

Purchasing Power Protection Allowance (PPPA)

Retirement and survivor allowances are protected against price inflation by PPPA. PPPA benefits are cost-of-living adjustments that are intended to maintain an individual's allowance at 80% of the initial allowance at retirement adjusted for price inflation since retirement. The PPPA benefit will be coordinated with other cost-of-living adjustments provided under the plan.

Employee Contributions

Each employee contributes toward his or her retirement based upon the retirement formula. The standard employee contribution is as described below.

- The percent contributed below the monthly compensation breakpoint is 0%.
- The monthly compensation breakpoint is $0 for full and supplemental formula members and $133.33 for employees covered by the modified formula.
- The percent contributed above the monthly compensation breakpoint depends upon the benefit formula, as shown in the table below.

Benefit Formula	Percent Contributed above the Breakpoint
Miscellaneous, 1.5% at 65	2%
Miscellaneous, 2% at 60	7%
Miscellaneous, 2% at 55	7%
Miscellaneous, 2.5% at 55	8%
Miscellaneous, 2.7% at 55	8%
Miscellaneous, 3% at 60	8%
Miscellaneous, 2% at 62	50% of the Total Normal Cost
Miscellaneous, 1.5% at 65	50% of the Total Normal Cost
Safety, Half Pay at 55	Varies by entry age
Safety, 2% at 55	7%
Safety, 2% at 50	9%
Safety, 3% at 55	9%
Safety, 3% at 50	9%
Safety, 2% at 57	50% of the Total Normal Cost
Safety, 2.5% at 57	50% of the Total Normal Cost
Safety, 2.7% at 57	50% of the Total Normal Cost

The employer may choose to "pick-up" these contributions for classic members (Employer Paid Member Contributions or EPMC). EPMC is prohibited for new PEPRA members.

An employer may also include Employee Cost Sharing in the contract, where employees agree to share the cost of the employer contribution. These contributions are paid in addition to the member contribution.

Auxiliary organizations of the CSU system may elect reduced contribution rates, in which case the offset is $317 and the contribution rate is 6% if members are not covered by Social Security. If members are covered by Social Security, the offset is $513 and the contribution rate is 5%.

Refund of Employee Contributions

If the member's service with the employer ends, and if the member does not satisfy the eligibility conditions for any of the retirement benefits above, the member may elect to receive a refund of his or her employee contributions, which are credited with 6% interest compounded annually.

1959 Survivor Benefit

This is a pre-retirement death benefit available only to members not covered by Social Security. Any agency joining CalPERS subsequent to 1993 is required to provide this benefit if the members are not covered by Social Security. The benefit is optional for agencies joining CalPERS prior to 1994. Levels 1, 2, and 3 are now closed. Any new agency or any agency wishing to add this benefit or increase the current level may only choose the 4th or Indexed Level.

This benefit is not included in the results presented in this valuation. More information on this benefit is available on the CalPERS website.

Appendix C

Participant Data

- Summary of Valuation Data
- Active Members
- Transferred and Terminated Members
- Retired Members and Beneficiaries

Summary of Valuation Data

	June 30, 2020	June 30, 2021
1. Active Members		
a) Counts	284	275
b) Average Attained Age	40.63	41.21
c) Average Entry Age to Rate Plan	30.21	30.14
d) Average Years of Credited Service	10.28	10.92
e) Average Annual Covered Pay	$82,913	$88,236
f) Annual Covered Payroll	23,547,159	24,265,000
g) Projected Annual Payroll for Contribution Year	25,543,712	26,360,864
h) Present Value of Future Payroll	230,926,805	238,540,767
2. Transferred Members		
a) Counts	177	173
b) Average Attained Age	42.53	43.14
c) Average Years of Credited Service	3.91	4.11
d) Average Annual Covered Pay	$87,846	$90,847
3. Terminated Members		
a) Counts	124	132
b) Average Attained Age	42.57	42.76
c) Average Years of Credited Service	2.38	2.57
d) Average Annual Covered Pay	$50,388	$51,907
4. Retired Members and Beneficiaries		
a) Counts	353	359
b) Average Attained Age	67.04	67.20
c) Average Annual Benefits	$30,147	$30,556
5. Active to Retired Ratio [(1a) / (4a)]	0.80	0.77

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

Average Annual Benefits represents benefit amounts payable by this plan only. Some members may have service with another agency and would therefore have a larger total benefit than would be included as part of the average shown here.

Active Members

Counts of members included in the valuation are counts of the records processed by the valuation. Multiple records may exist for those who have service in more than one valuation group. This does not result in double counting of liabilities.

Distribution of Active Members by Age and Service

	Years of Service at Valuation Date						
Attained Age	0-4	5-9	10-14	15-19	20-24	25+	Total
15-24	2	0	0	0	0	0	2
25-29	21	5	0	0	0	0	26
30-34	29	13	1	0	0	0	43
35-39	18	14	14	6	0	0	52
40-44	7	11	13	20	4	0	55
45-49	6	7	11	18	12	2	56
50-54	0	2	3	5	7	9	26
55-59	1	4	3	3	1	2	14
60-64	0	1	0	0	0	0	1
65 and Over	0	0	0	0	0	0	0
All Ages	84	57	45	52	24	13	275

Distribution of Average Annual Salaries by Age and Service

	Years of Service at Valuation Date						
Attained Age	0-4	5-9	10-14	15-19	20-24	25+	Average Salary
15-24	$78,731	$0	$0	$0	$0	$0	$78,731
25-29	66,278	75,699	0	0	0	0	68,089
30-34	67,452	92,362	80,672	0	0	0	75,291
35-39	62,174	89,531	93,307	103,454	0	0	82,684
40-44	91,479	91,612	90,782	99,001	97,009	0	94,478
45-49	82,076	107,701	89,667	89,048	110,034	89,478	95,266
50-54	0	101,690	108,596	92,931	108,135	112,012	106,111
55-59	8,832	89,000	77,365	119,546	224,692	126,232	102,337
60-64	0	77,311	0	0	0	0	77,311
65 and Over	0	0	0	0	0	0	0
Average	$68,645	$91,771	$91,363	$96,671	$112,087	$110,733	$88,236

Transferred and Terminated Members

Distribution of Transfers to Other CalPERS Plans by Age, Service, and average Salary

Attained Age	Years of Service at Valuation Date							Average Salary
	0-4	5-9	10-14	15-19	20-24	25+	Total	
15-24	0	0	0	0	0	0	0	$0
25-29	11	0	0	0	0	0	11	60,184
30-34	17	2	0	0	0	0	19	71,569
35-39	17	15	5	0	0	0	37	96,062
40-44	24	6	2	1	0	0	33	96,883
45-49	26	6	5	1	0	0	38	99,677
50-54	14	5	2	0	1	0	22	108,000
55-59	4	0	2	0	1	0	7	70,212
60-64	6	0	0	0	0	0	6	47,997
65 and Over	0	0	0	0	0	0	0	0
All Ages	119	34	16	2	2	0	173	$90,847

Distribution of Terminated Participants with Funds on Deposit by Age, Service, and average Salary

Attained Age	Years of Service at Valuation Date							Average Salary
	0-4	5-9	10-14	15-19	20-24	25+	Total	
15-24	3	0	0	0	0	0	3	$53,702
25-29	13	0	0	0	0	0	13	46,963
30-34	9	2	0	0	0	0	11	52,652
35-39	18	1	1	0	0	0	20	46,108
40-44	20	3	4	2	0	0	29	57,452
45-49	23	3	3	0	0	0	29	59,282
50-54	10	2	1	0	0	0	13	45,210
55-59	8	0	0	0	0	0	8	52,531
60-64	5	0	0	0	0	0	5	28,949
65 and Over	1	0	0	0	0	0	1	40,704
All Ages	110	11	9	2	0	0	132	$51,907

Retired Members and Beneficiaries

Distribution of Retirees and Beneficiaries by Age and Retirement Type*

Attained Age	Service Retirement	Non-Industrial Disability	Industrial Disability	Non-Industrial Death	Industrial Death	Death After Retirement	Total
Under 30	0	0	0	0	0	0	0
30-34	0	0	0	0	0	0	0
35-39	0	0	1	0	0	0	1
40-44	0	0	4	0	0	0	4
45-49	0	0	7	0	1	0	8
50-54	17	0	8	0	1	1	27
55-59	45	0	13	0	1	2	61
60-64	44	1	3	0	0	1	49
65-69	45	1	11	0	2	2	61
70-74	36	0	16	0	0	12	64
75-79	28	1	12	0	0	7	48
80-84	10	0	7	0	0	6	23
85 and Over	5	0	4	0	0	4	13
All Ages	230	3	86	0	5	35	359

Distribution of Average Annual Disbursements to Retirees and Beneficiaries by Age and Retirement Type*

Attained Age	Service Retirement	Non-Industrial Disability	Industrial Disability	Non-Industrial Death	Industrial Death	Death After Retirement	Average
Under 30	$0	$0	$0	$0	$0	$0	$0
30-34	0	0	0	0	0	0	0
35-39	0	0	39,299	0	0	0	39,299
40-44	0	0	17,650	0	0	0	17,650
45-49	0	0	13,721	0	62,313	0	19,795
50-54	24,844	0	22,996	0	37,379	1,248	23,887
55-59	40,197	0	37,881	0	689	33,619	38,840
60-64	37,451	143	25,069	0	0	11,048	35,393
65-69	29,537	7,754	18,848	0	1,635	34,086	26,486
70-74	38,264	0	16,242	0	0	21,983	29,706
75-79	36,274	21,971	24,044	0	0	21,960	30,831
80-84	26,096	0	30,972	0	0	21,957	26,500
85 and Over	35,268	0	15,132	0	0	27,479	26,676
All Ages	$34,951	$9,956	$23,147	$0	$20,730	$23,054	$30,556

Retired Members and Beneficiaries (continued)

Distribution of Retirees and Beneficiaries by Years Retired and Retirement Type*

Years Retired	Service Retirement	Non-Industrial Disability	Industrial Disability	Non-Industrial Death	Industrial Death	Death After Retirement	Total
Under 5 Yrs	55	0	8	0	2	11	76
5-9	62	0	14	0	0	11	87
10-14	50	0	9	0	0	5	64
15-19	35	1	10	0	2	3	51
20-24	14	1	9	0	0	4	28
25-29	12	1	11	0	0	1	25
30 and Over	2	0	25	0	1	0	28
All Years	230	3	86	0	5	35	359

Distribution of Average Annual Disbursements to Retirees and Beneficiaries by Years Retired and Retirement Type*

Years Retired	Service Retirement	Non-Industrial Disability	Industrial Disability	Non-Industrial Death	Industrial Death	Death After Retirement	Average
Under 5 Yrs	$37,226	$0	$37,142	$0	$49,846	$20,938	$35,192
5-9	34,439	0	25,741	0	0	28,591	32,300
10-14	37,477	0	25,486	0	0	22,718	34,638
15-19	31,022	7,754	19,232	0	443	14,906	26,107
20-24	39,938	21,971	13,863	0	0	17,197	27,666
25-29	22,155	143	17,930	0	0	34,960	19,928
30 and Over	35,715	0	23,578	0	3,072	0	23,712
All Years	$34,951	$9,956	$23,147	$0	$20,730	$23,054	$30,556

* Counts of members do not include alternate payees receiving benefits while the member is still working. Therefore, the total counts may not match information on C-1 of the report. Multiple records may exist for those who have service in more than one coverage group. This does not result in double counting of liabilities.

Appendix D

Glossary of Actuarial Terms

Glossary of Actuarial Terms

Accrued Liability *(Actuarial Accrued Liability)*
: The portion of the Present Value of Benefits allocated to prior years. Based on CalPERS funding policies, the accrued liability is the target level of assets on any valuation date.

Actuarial Assumptions
: Assumptions made about certain events that will affect pension costs. Assumptions generally can be broken down into two categories: demographic and economic. Demographic assumptions include such things as mortality, disability, and retirement rates. Economic assumptions include discount rate, salary growth, and inflation.

Actuarial Methods
: Procedures employed by actuaries to achieve certain funding goals of a pension plan. Actuarial methods include an actuarial cost method, an amortization policy, and an asset valuation method.

Actuarial Valuation
: The determination as of a valuation date of the Normal Cost, Accrued Liability, and related actuarial present values for a pension plan. These valuations are performed annually or when an employer is contemplating a change in plan provisions.

Amortization Bases
: Separate payment schedules for different portions of the Unfunded Accrued Liability (UAL). The total UAL of a rate plan can be segregated by cause. The impact of such individual causes on the UAL are quantified at the time of their occurrence, resulting in new amortization bases. Each base is separately amortized and paid for over a specific period of time. Generally, in an actuarial valuation, the separate bases consist of changes in UAL due to contract amendments, actuarial assumption changes, method changes, and/or gains and losses.

Amortization Period
: The number of years required to pay off an Amortization Base.

Classic Member (under PEPRA)
: A member who joined a public retirement system prior to January 1, 2013 and who is not defined as a new member under PEPRA. (See definition of New Member below.)

Discount Rate
: This is the rate used to discount the expected future benefit payments to the valuation date to determine the Projected Value of Benefits. The discount rate is based on the assumed long-term rate of return on plan assets, net of investment and administrative expenses. This rate is called the "actuarial interest rate" in Section 20014 of the California Public Employees' Retirement Law.

Entry Age
: The earliest age at which a plan member begins to accrue benefits under a defined benefit pension plan. In most cases, this is the age of the member on their date of hire.

Entry Age Actuarial Cost Method
: An actuarial cost method designed to fund a member's total plan benefit evenly over the course of his or her career. This method yields a total normal cost rate, expressed as a percentage of payroll, which is designed to remain level throughout the member's career.

Fresh Start
: A Fresh Start is when multiple amortization bases are combined into a single base and amortized over a new Amortization Period.

Funded Ratio
: Defined as the Market Value of Assets divided by the Accrued Liability. It is a measure of how well funded a rate plan is. A ratio greater than 100% means the rate plan has more assets than the target established by CalPERS

funding policies on the valuation date and the employer need only contribute the Normal Cost. A ratio less than 100% means assets are less than the funding target and contributions in addition to Normal Cost are required.

GASB 68

Statement No. 68 of the Governmental Accounting Standards Board. The accounting standard governing a state or local governmental employer's accounting and financial reporting for pensions.

New Member (under PEPRA)

A new member includes an individual who becomes a member of a public retirement system for the first time on or after January 1, 2013, and who was not a member of another public retirement system prior to that date, and who is not subject to reciprocity with another public retirement system.

Normal Cost

The portion of the Present Value of Benefits allocated to the upcoming fiscal year for active employees. The normal cost plus the required amortization of the UAL, if any, make up the required contributions.

Pension Actuary

A business professional proficient in mathematics and statistics who performs the calculations necessary to properly fund a pension plan and allow the plan sponsor to disclose its liabilities. A pension actuary must satisfy the Qualification Standards for Actuaries Issuing Statements of Actuarial Opinion in the United States with regard to pensions.

PEPRA

The California Public Employees' Pension Reform Act of 2013

Present Value of Benefits (PVB)

The total dollars needed as of the valuation date to fund all benefits earned in the past or expected to be earned in the future for *current* members.

Unfunded Accrued Liability (UAL)

The Accrued Liability minus the Market Value of Assets. If the UAL for a rate plan is positive, the employer is required to make contributions in excess of the Normal Cost.

Court Pension Contribution

Prepared by: Chad Rinde
Updated on: May 16, 2023

Background:

In May 2018 the County of Yolo adopted a pension funding policy in order to (1) bolster the ability for the County to pay annual actuarial determined contributions and (2) to accumulate resources in order to obtain long term savings from paying down the unfunded actuarial liability earlier.

Since July 1, 2018 the County charged an additional rate of payroll and begun to set aside the funds in a Section 115 Trust. The County has signed a Memorandum of Understanding with the Yolo Superior Courts to achieve the secondary objective above of paying down the unfunded actuarial liability. This memo serves to put forth options in order to approximate what a pay down could look like while preserve reserves intended by the Pension policy.

Calculation:

Balance in Pension 115 Trust as of April 30, 2023:	$ 6,028,413
Estimate of Additional Trust Contributions for 2022-23:	$ 5,466,209
Estimated Ending Value of Pension Trust as of June 30, 2023:	**$ 11,494,622**
Pension Policy Target Balance as of June 30, 2023:	$ 7,725,000
Funds Available for Current Year Contribution [(1)]:	$ 3,769,622

Assumptions:

We assume for purposes of the analysis that the County and the Court would make proportional contributions to the Miscellaneous Plan. We further assume that to maintain equity in the County, the County would make a proportional share to the Safety plan based on the UAL.

Miscellaneous Plan [(2)]: Court share = 6.8436%, County = 93.1564%
Miscellaneous UAL = $213,828,111 (76.51%), Safety UAL = $64,645,084 (23.49%)

Options:

		Miscellaneous Contribution		Safety Contribution	County Total Contribution
Option	Description	Courts	County		
A	County contributes maximum amount and Court matches proportionally	$276,930	$2,894,538	$875,084	$3,769,622
B	Court provides Budgeted Amount of $147,923	$147,923	$2,013,556	$663,614	$2,677,170

Note (1): Based on estimate as of May 16, 2023.
Note: (2) Calendar Year 2021 data was used for the 2022-23 budget and UAL shares between County and Court. Calendar Year 2022 data will be used for the 2023-24 budget.

County of Yolo

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To: The Chair and Members of the Board of Supervisors

Consent-General Government 27.

Board of Supervisors **Financial Services**

Meeting Date: 06/06/2023
Brief Title: Adopt Amended Community Benefit Fund Policy
From: Chad Rinde, Chief Financial Officer, Department of Financial Services
Staff Contact: Chad Rinde, Chief Financial Officer, Department of Financial Services, x8050
Supervisorial District Impact: Countywide

Subject

Adopt amended Community Benefit Fund Policy. (No general fund impact) (Rinde)

Recommended Action

Adopt amended Community Benefit Fund Policy to add annual reporting requirement and certain other provisions.

Strategic Plan Goal(s)

In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background

The Board of Supervisors initially funded the Community Benefit Fund program in the 2022-23 Adopted Budget (September 2022) and adopted the initial policy framework for the program in October 2022. Annually, the Board makes a discretionary decision about continuing the program and the level of funding for the program. Staff plan to include recommendations on the funding for next year's program as part of the Budget hearing on June 13.

As part of discussions with the Budget Ad-Hoc committee leading into the budget, there were discussions on the program and any enhancements needed. Given that this was the initial year of the program, it was not unexpected that improvements may be necessary to ensure the program is responsive to community needs as well as has a solid structure to ensure its continued success. During those discussions, two areas were suggested for policy improvements as follows:

- Annual Reporting Requirement - The Community Benefit Fund policy has been amended to include an annual reporting requirement where DFS will bring a report forward after the end of the fiscal year on the program's use. This will also bring transparency to any rollforward amounts still retained by districts for use in subsequent years. The report also will briefly summarize the organizations, needs, and amounts funded for transparency.
- Funding Acknowledgment - The Community Benefit Fund policy has been amended to note that where a recipient of Community Benefit Funds provides acknowledgment of the County in written materials or other forms that the source of funds is the County of Yolo Community Benefit Funds.

These two minor changes should improve clarity and transparency around the use of Community Benefit Funds, which overall has been a well utilized program and already contributed to numerous needs that were previously unaddressed.

Collaborations (including Board advisory groups and external partner agencies)

The Department of Financial Services collaborated with the County Administrator's Office on these recommended changes. These changes were discussed with the Budget Ad-Hoc Committee at their April 2023 meeting when the funding for the 2023-24 Community Benefit Fund was discussed. This provided an opportunity to discuss enhancements to the existing policy to address areas not contemplated in the original adoption.

Competitive Bid Process/Vendor Performance

Not applicable.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. Community Benefit Fund Policy - Redline
Att. B. Community Benefit Fund Policy - Clean

Form Review

Inbox	Reviewed By	Date
Chad Rinde	Chad Rinde	05/30/2023 07:56 AM
Mark Bryan	Mark Bryan	05/30/2023 08:54 AM
County Counsel	Hope Welton	05/30/2023 02:10 PM
John Rowe	John Rowe	05/30/2023 03:40 PM

Form Started By: Chad Rinde Started On: 05/22/2023 09:29 PM
Final Approval Date: 05/30/2023

TITLE: Community Benefit Fund

Department: Board of Supervisors

TYPE: POLICY **DATE:** June 6, 2023

A. PURPOSE

The purpose of this policy is to establish and document the eligible uses of the Community Benefit Fund. The Community Benefit Fund was established to provide funding to allow individual Supervisors to be responsive to community needs in a flexible manner that promotes the general welfare of the constituents of the County of Yolo. As used here, the terms "community needs" and "community benefit" are considered synonymous and shall be understood to include any public purpose that affects the welfare of a broad class of people.

B. APPLICABILITY

This policy applies to Community Benefit Funds set aside specifically for use in accordance with this policy in the County budget.

C. POLICY

1. Allowable Uses

The Community Benefit Fund is exclusively for one-time purchases, grants, or similar expenditures that provide a documented community benefit, including but not limited to:

- Community outreach events, information and education
- District-sponsored activities
- Grants and similar contributions to nonprofits

All expenditures from the Community Benefit Fund must be for a public purpose that affects the welfare of a broad class of people that live or work within the County of Yolo. To that end expenditures must meet the criteria of the *Policy on Allowing Charges Against County Funds* including:

a. Transaction is supported by information and documentation
b. Transaction is related to County business
c. Transaction is in compliance with laws and regulations
d. Transaction is reasonable
e. Transaction was appropriately authorized by individual supervisor

Purchases of food and meals must comply with the County *Policy on Travel and Expense Reimbursement*. Similarly, purchases of tickets must comply with the *Ticket Distribution and Disclosure Policy*.

Expenditures shall not be for any political purpose or to promote a local candidate, campaign or committee. Where recognition of contributors is provided, published materials and statements shall recognize the source of funding as the County of Yolo Community Benefit fund

2. Allocation

The amount appropriated into the Community Benefit shall be determined annually as part of the County budget process and shall be split evenly amongst the five (5) supervisorial districts. The recommended amount shall depend on the County's fiscal situation.

County staff shall confer annually with the Budget Ad-Hoc Committee to make a recommendation of the appropriate amount for deposit in the Community Benefit Fund. The maximum amount allocated to each individual district shall not exceed $25,000.

Any increase to a district's allocation shall require approval by the Board of Supervisors.

3. Rollforward

Supervisorial districts are permitted to rollforward unspent allocations up to a maximum of 50% of their authorized allocation to the next fiscal year. Allocations may be rolled forward no more than one-time.

4. Annual Report

The Department of Financial Services shall prepare an annual report for each fiscal year to the Board of Supervisors on the activities performed through the Community Benefit Fund. This summary report should include information on the use of the funds and the benefits derived, such as a brief description of community organizations and needs that were supported.

~~4.~~**5. Accounting**

Supervisorial districts are required to track their use of Community Benefit funds, to document a public purpose for each expenditure, grant, or similar allocation, and ensure they remain within their allocation. The Department of Financial Services shall establish separate ledgers in the accounting system to allow for tracking of funds by district.

TITLE: Community Benefit Fund

Department: Board of Supervisors

TYPE: POLICY **DATE:** June 6, 2023

A. PURPOSE

The purpose of this policy is to establish and document the eligible uses of the Community Benefit Fund. The Community Benefit Fund was established to provide funding to allow individual Supervisors to be responsive to community needs in a flexible manner that promotes the general welfare of the constituents of the County of Yolo. As used here, the terms "community needs" and "community benefit" are considered synonymous and shall be understood to include any public purpose that affects the welfare of a broad class of people.

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5. Accounting

Supervisorial districts are required to track their use of Community Benefit funds, to document a public purpose for each expenditure, grant, or similar allocation, and ensure they remain within their allocation. The Department of Financial Services shall establish separate ledgers in the accounting system to allow for tracking of funds by district.

County of Yolo
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To: The Chair and Members of the Board of Supervisors

Consent-General Government 28.
Board of Supervisors **Financial Services**

Meeting Date:	06/06/2023
Brief Title:	Adopt Amended Capital Administration Policy
From:	Chad Rinde, Chief Financial Officer, Department of Financial Services
Staff Contact:	Holly Alves, Accounting Manager, Department of Financial Services, x8219
Supervisorial District Impact:	Countywide

Subject
Adopt amended Capital Asset Administration Policy to establish intangible capital asset thresholds. (No general fund impact) (Rinde)

Recommended Action
Adopt amended Capital Asset Administration Policy to establish intangible capital asset thresholds.

Strategic Plan Goal(s)
In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background
The policy on Capital Asset Administration describes the process for development of the capital improvement plan, roles and responsibilities, as well as defines the accounting treatment of capital assets, such as the thresholds for capitalization of fixed assets. This item is intended to update the fixed asset thresholds for specific items (leases and software) along with other minor revisions to the policy to bring current.

In the past year, the County faces two additional accounting standards that require the County to begin to account for the right to use certain intangible assets, including certain leases and software-based information technology arrangements (SBITA). In these types of arrangements, the County has obligated itself via a contract or agreement to pay for the utilization of this space or software. As these arrangements can be large, long-term, and difficult to change, the Government Accounting Standards Board (GASB) determined through GASB87 and GASB96 that local governments need to account for these agreements recognizing an intangible right to use and to record a liability. The local agency then consumes that right-to-use the facility or software over the time period where access is received while the liability is liquidated as payments are made pursuant to the agreement or contract.

This represents an additional accounting burden to identify these agreements, track the asset and liability over their life, and to perform financial reporting on these individual arrangements. As a result, local governments are allowed to establish an accounting threshold for these types of intangible assets for when these arrangements are significant enough to require this additional accounting treatment. After consulting with the external auditors, other peer counties, and extensive review of these accounting standards, the Department of Financial Services recommends establishing a capitalization threshold of $100,000 for GASB87 Lease arrangements and GASB96 Software Based Subscription Arrangements. The attached Capital Asset Administration Policy contains these changes in a redline version as well as contains a clean version for the Board's consideration.

Should the Board not approve these policy changes, this would require the Department of Financial Services to perform additional accounting and financial reporting for every lease and software agreement regardless of the dollar amount. This would result in inefficiencies of not focusing effort on the most significant arrangements and may require a re-evaluation of the accounting staff needed to perform these new standards. With this policy change, staff believe these additional accounting burdens can be accomplished with existing staff.

Collaborations (including Board advisory groups and external partner agencies)
The Department of Financial Services (DFS) collaborated with the County Administrator's Office on this

recommendation. In addition, DFS obtained input from the County's external audit firm LSL and the staff Capital Improvement Committee before bringing this forward.

Competitive Bid Process/Vendor Performance
Not applicable.

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0

Further explanation as needed
There is no fiscal impact of this policy change. This change will reduce the accounting burden associated with new accounting standards required to be implemented by the County of Yolo for the 2022-23 and the 2023-24 fiscal years.

Attachments

Att. A. Capital Asset Policy (Redline)
Att. B. Capital Asset Policy (Clean)

Form Review

Inbox	Reviewed By	Date
Chad Rinde	Chad Rinde	05/30/2023 08:36 AM
Mark Bryan	Mark Bryan	05/30/2023 10:33 AM
County Counsel	Hope Welton	05/31/2023 08:51 AM
John Rowe	John Rowe	05/31/2023 10:03 AM
Form Started By: Chad Rinde		Started On: 05/22/2023 09:32 PM
Final Approval Date: 05/31/2023		

County of Yolo
Administrative Policies and Procedure Manual

TITLE: CAPITAL ASSET MANAGEMENT	DEPARTMENT: COUNTY ADMINISTRATIVE OFFICE
TYPE: **POLICY**	DATE: JUNE 6, 2023

A. POLICY STATEMENT

Yolo County's government is accountable for considerable investment in buildings, land, infrastructure, equipment and other capital assets. The preservation, maintenance, and future improvement of these assets are a primary responsibility of the County. Planning and implementing a sound capital asset management plan, policy, and program today will not only help Yolo County avoid emergencies and major costs in the future, but strategically plan for the future needs of the County.

The Yolo County Board of Supervisors (Board) in recognition of the need to develop and adopt a consolidated capital asset management plan, budget for its implementation, and incorporate its impact on the operating budget, established the ~~Three~~Five-year Capital Improvement Plan (CIP). The CIP includes capital projects that have been completed, are in the stages of implementation, and those projects to be implemented within the next ~~three~~ five fiscal years. Additionally, the CIP is used as a tool for the implementation of projects included in various Board-adopted plans (General Plan, County Strategic Plan, Information Technology ~~Strategic Plan, Tactical Plan~~Framework, Facilities plans, Parks Master Plan, Airport Master Plan, Cache Creek Area Management Plan, etc.). Yolo County's CIP is a dynamic ~~-~~document, where new projects are incorporated in the plan and previously submitted projects are updated. The CIP only includes projects that are over $200,000. Projects under this threshold are ordinarily contained in department budgets.

The CIP is prepared and updated annually by the Capital Projects Coordinator with assistance from the Capital Improvement Committee, and includes all projects meeting the definition as outlined herein. Considered a tactical planning tool, the CIP may be used by the Board to prioritize county-wide capital projects. The CIP also provides such detail as necessary regarding funding of projects. While the CIP does not indicate approval of a project, only projects included in the Board-approved CIP will be considered for funding with the exception of emergency needs. Final appropriations for projects are included in the respective department budgets submitted in the recommended budget.

B. PURPOSE

Establishing a capital asset policy aides in the provision of control and accountability over the County's capital assets to ensure compliance with State and Federal laws and to assist departments in gathering and maintaining information required for maintenance, replacement, insurance, cost recovery, rate setting, and financial reporting.

The purpose of this policy is:

1. To describe the policies and procedures utilized in the County's CIP;
2. To put in place guidelines for the budgeting, financing, and accounting of the County's capital assets; and
3. To provide County officials and employees in elected offices, county divisions, departments, and special districts criteria for the prioritization of County CIP projects.

This capital asset policy ~~(CAP)~~ is in accordance with Generally Accepted Accounting Principles (GAAP) for proper recording, valuation, depreciation, useful lives, retirements and disposals, and financial reporting.

C. APPLICABILITY

The following policy applies to all County officials and employees in elected offices, County divisions, departments and special districts for whom the Board is required to adopt an annual budget that includes capital asset management plan items. In situations where the Board serves as the entity's governing body, projects meeting the definitions outlined herein must be presented to the Board for approval.

D. DEFINITIONS

Capital Assets: The term capital assets include tangible assets such as land, improvements to land, building, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and intangible assets such as software, easements and land use rights, that are used in operations and have initial useful lives extending beyond a single reporting year.

Capital Expenditures: Expenditures incurred for the improvement to, or acquisition of, capital assets.

Capital Improvement Plan Amendment: A change of the adopted CIP that adds or deletes a project, modifies the total adopted budget of a project, or alters the approved scope of a project.

Capital Project: A Capital Project is the use of resources to acquire, construct, or improve a capital asset. Each project has a specific purpose, justification, and cost. Projects propose physical improvements in different elements of the County's infrastructure. Improvements include, but are not limited to, construction, reconstruction, rehabilitation, modification, renovation, expansion, replacement, extension of streets, bridges, buildings, sidewalks, playgrounds, traffic signals and signs, ramps, lights; acquisition of land, buildings with associated relocation, demolition; and improvements such as landscaping, fencing and paving.

Capitalization: Capitalization refers to the act of recording outlays as capital assets based on certain criteria for financial reporting purposes. The capitalization threshold is the dollar amount below which capitalization does not occur.

E. ADMINISTRATIVE PROCEDURES

I. Capital Improvement Plan Development

The Capital Projects Coordinator will solicit Capital Improvement Plan Project Questionnaires from Capital Project Managers pursuant to the timeline established in the annual budget preparation schedule.

a) Capital Improvement Plan Project Questionnaires will be submitted in a format and with content to be determined by the Capital Projects Coordinator.
b) The Capital Projects Coordinator will present all submitted Capital Improvement Plan Project Questionnaires to the Capital Improvement Committee for review and prioritization.
c) The Capital Improvement Committee will evaluate each submitted Capital Improvement Plan Project Questionnaire and assess its relative importance based on the approved Capital Project Evaluation and Prioritization Criteria, which may be revised by the County Administrator.
d) The Chief Financial Officer will review and recommend funding sources for each Capital Improvement Plan Project Questionnaire, and may propose that the timeline for project completion be altered to match the availability of funding.
e) Projects deemed to be insufficiently planned, or which are proposed for completion more than ~~three~~ five years in the future, or for which sufficient available funding cannot be identified, may be placed on a 'watch list' containing known projects that may be added to the capital improvement program in the future.
f) The final proposed Capital Improvement Plan will be submitted to the County Administrator for review and, as the County Administrator deems appropriate, revision.

II. Capital Improvement Plan Adoption

a) The County Administrator will annually submit a recommended ~~three~~five-year Capital Improvement Plan for review by the Board pursuant to the timeline established in the annual budget preparation schedule.
b) The Capital Improvement Plan will provide:
    1. A statement of the objectives of the Capital Improvement Plan and its relationship with the Board's Strategic Planning Goals and Objectives and approved County Plans
    2. An implementation schedule for each of the proposed capital improvements
    3. An estimate of the costs and sources of revenue for financing each project, and an estimate of the impact of each project on the County operating budget
    4. A schedule of debt issuance proposed to fund any portion of the CIP
    5. An estimate of the impact of proposed debt issuance on the debt ~~ceiling~~ limit established by the County's debt policy.

III. Amending the Adopted Capital Improvement Plan

a) No work on a capital project shall be undertaken if it is inconsistent with the approved scope of the project or if it will require expenditures that, when combined with all other project costs previously incurred or reasonably expected to be incurred, would exceed the approved project budget.

b) The approved scope and budget of a project may be revised by amendment.
   1. The Capital Project Manager will submit proposed amendments in a form, and with content, to be determined by the Capital Projects Coordinator.
   2. The Capital Projects Coordinator will assess the need for the amendment and make a recommendation for approval, denial, or revision to the Capital Improvement Committee.
   3. The Capital Improvement Committee will review the proposed amendment and recommendation, and will by majority vote recommend approval, denial, or revision to the County Administrator.
   4. The County Administrator will approve or deny the recommended action.
   5. If approved, the project amendment will be placed by the Capital Projects Coordinator on a Board agenda for approval or denial.

IV. Capital Project Evaluation and Prioritization Criteria:

All Capital Improvement Plan Project Questionnaires will be evaluated based on their ability to foster the achievement of the Board's Strategic Planning Goals:

Yolo County Strategic Planning Goals

1. Thriving Residents
2. Safe Communities
3. Sustainable Environment
4. Flourishing Agriculture
5. Robust Economy

~~1. Advance innovation~~
~~2. Champion job creation and economic opportunities~~
~~3. Collaborate to maximize success~~
~~4. Enhance and sustain the safety net~~
~~5. Preserve and ensure safe and crime free communities~~
~~6. Preserve and support agriculture~~
~~7. Protect open space and the environment~~
~~8. Provide fiscally sound, dynamic and responsive services~~

Departments should identify not only which goal the project is in-line with, but also whether the project satisfies multiple goals in their completed Capital Improvement Plan Project Questionnaires.

In addition to assessing each project's alignment with the Board's Strategic Planning Goals, the Capital Improvement Committee will review and prioritize each project based on the following criteria:

a) Project Need:
Is this project needed? Will the project bring the County into compliance with an existing or new legal mandate? Does the project enhance or maintain a current asset of Yolo County? Does the project address an existing or potential threat to lives and property? What are the potential benefits of the project? What problems does this project solve? What are the impacts of the deferral of this project?

b) Project Readiness:
Has the appropriate project planning been completed? Is this project ready to be implemented? What is needed to make this project ready for implementation? Who will be involved in management and implementation of this project? Is this project connected to other capital projects?

c) Project Funding;
What are the project's impacts on the departments operating budget? How does the project impact the General Fund? Does this project require additional FTEs? Does this project have funding available? What applications, if any, have been submitted for project funding (i.e. grant applications)? Are you requesting funding through the CIP?

d) Project Sustainability:
Is this project based on not only what is makes the most sense now, but what makes the most sense in the future? Does this project represent a fiscally responsible decision?

e) Project Outcomes:
What are the expected outcomes or goals of the project? How will this project allow your department to meet standards for performance and customer service?

f) Quality and completeness of proposal

The Capital Improvement Plan Project Questionnaire provides opportunities for Departments to address the criteria listed above and provide the Capital Projects Coordinator and Capital Improvement Committee with a detailed narrative on the need, readiness, funding, sustainability, and outcomes of their proposed project.

V. Capital Improvement Plan Project Questionnaire

Capital Improvement Plan Project Questionnaires will be disseminated by the Capital Projects Coordinator pursuant to the timeline established in the annual budget preparation schedule. Departments can also access the questionnaire on the Forms & Documents section of Inside Yolo.

A Capital Improvement Plan Project Questionnaire must be submitted for all new projects and Capital Project Managers are expected to submit a revised Capital Improvement Plan Project Questionnaire for any previously approved project whose scope and budget must be revised. For projects that fall under the equipment, improvements (other than buildings), and infrastructure capital asset categories listed in Section G., a short form version of the Capital Improvement Plan Project Questionnaire will replace the full version. This form will also be available on the Forms & Document section of Inside Yolo.

Based on the complexity and magnitude of the project, and whether it meets the dollar of significance standard as defined by the Capital Improvement Committee, the project may require the Capital Project Management detailed below.

F. CAPITAL PROJECT MANAGEMENT

I. Responsibilities

Capital Projects Coordinator – An individual, ~~appointed~~ designed by the County Administrator (CAO), to guide the preparation of the CIP and the completion of approved capital projects.

Capital Improvement Committee – A body comprised of the Chief Financial Officer, CAO Designee, Capital Projects Coordinator, General Services Director, and other individuals appointed by the CAO, responsible for the review of all CIP Project Proposals, and the development and recommendation of the CIP and any CIP amendments.

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G. CAPITAL ASSET CATEGORIES

Yolo County provides for the following Capital Asset categories:

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Includes (not all inclusive):

a) Acquisition price if purchased, legal fees and title search.

Includes, if constructed (not all inclusive):

b) Site preparation, surveying fees, soil testing
c) Architectural, engineering, cost of construction, permits and licenses
d) Construction management, direct and indirect (except general administration costs), legal fees
e) Condemnation costs
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g) Cost of fixtures attached to and forming a permanent part of the structure (e.g., boilers, lighting fixtures, plumbing, shelving – if attached, air conditioning, heating systems, etc.)

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~~a)~~b) Leases (pursuant to GASB 87)
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Include (not all inclusive):

a) Acquisition price or estimated fair market value (FMV) if donated.
b) Appraisal negotiation, legal fees, title search and surveying fees.
c) Costs of obtaining consents and payments for condemnation costs
d) Filing costs.
e) Basic site improvements, including the cost of removing, relocating, or reconstructing the property of others (e.g. power lines).

IX. Works of art, historical treasures, and similar assets described as a collection

The County has elected to not capitalize these assets regardless of costs as long as the collections meet the following criteria:

a) The purpose of the collection is display or research;
b) The collection is being adequately maintained; and
c) The proceeds from the sale of collection items will be applied to acquire new items.

Yolo County does not classify maintenance as a capital asset. Maintenance includes expenditures, which neither materially add to the value of property nor appreciably prolong its life, but merely keep it in an ordinary efficient operating condition.

H. CAPITAL BUDGETING

For each fiscal year the Board shall include any capital project funding as part of the annual budget process. The Capital Budget is the first year of a three year plan for capital expenditures. These capital expenditures are to be incurred over a given fiscal year from funds appropriated by the Board for projects scheduled in the same year. All capital expenditures to be incurred during a given fiscal year will be included in the County's annual budget document. The Capital Improvement Committee shall recommend annual ongoing funding levels for each of the capital asset categories identified within the CIP. The Board will consider approval of these

funding levels during their annual review of the CIP.

Preparing and maintaining the Capital Budget is an imperative to continue the County's strong fiscal management practices. Central to this management effort is providing accurate and thorough justifications for proposed capital projects, making the capital budgeting cycle transparent and straightforward. The County will develop a process for ensuring that capital investments provide the maximum community benefit and that appropriate supporting policies are implemented.

I. CAPITAL FINANCING

The County shall include with each annual capital budget the long-term plan for CIP financing, which includes a multi-year financial forecast for the major funds available to the CIP. The capital financing strategy should promote financial strength and flexibility; limit the cost of acquiring capital assets while meeting community needs; and strengthening the County's standing with bond rating agencies, investors, and community stakeholders.

Financial analysis of funding sources is conducted for all proposed major capital improvement projects. The CIP shall be updated and priorities reviewed annually in light of changes in needs, available funding, or available staffing. The Board has established the Operating Project Review Committee to review the status of all projects. County financial staff determines the funding sources and, if not available, provides input toward scope changes to meet the fiscal constraints.

A detailed Capital Improvement Plan Project Questionnaire must be submitted annually for each project before project funds can be expended. Any costs of operating and maintaining the projects listed in the plan should be identified within this proposal, to ensure that adequate funds will be available for ongoing costs relating to the projects. When considering the priority and funding of each capital project, the County shall consider the operating impacts (i.e., increased staff, facilities maintenance, and outside rentals) of the project.

Financing Plan

Each capital project shall identify the financing plan to be utilized in funding the project. Available options include:

a) Pay-as-you-go financing. Funded from the operating budget using fund balance and/or capital reserves
b) Inter-fund borrowing
c) Debt financing. In accordance with the County policy on *Borrowing, Debts and Obligations*
d) Public-Private partnerships and economic development
e) Federal and other intergovernmental grants
f) Any combination of the above

Financing shall be designed to allow proper matching of benefits and costs. A project's financing term shall never exceed the estimated useful life of the capital asset.

J. ACCOUNTING FOR CAPITAL ASSETS

I. Capitalization Thresholds

Capital assets are recorded at historical cost or at estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair market value on the date contributed. Capital include assets with an initial individual cost of more than $10,000 for land, structures, improvements and easements; infrastructure with a cost of $25,000 or more; and equipment with a cost greater than $5,000 and leases and software subscription arrangements with a cost greater than $100,000 ~~software with a cost greater than $5,000~~ and an estimated useful life in excess of one year.

II. Capital Asset Depreciation and Estimated Useful Life

Capital assets used in operations are depreciated and amortized using the straight-line method over the lesser of the capital lease period or their estimated useful lives in the government-wide statements and the proprietary funds.

The County's depreciation policy for Capital Assets, including estimated useful lives, is detailed below:

Asset Type	**Method**	**Useful Life**
Nondepriciable Capital Assets		
Land	N/A	N/A
Easements in perpetuity	N/A	N/A
Construction (or development) in progress	N/A	N/A
Asset Type	**Method**	**Useful Life**
Depreciable Capital Assets		
Land improvements	Straight line, full month convention	10 – 40 years
Buildings	Straight line, full month convention	10 – 40 years
Infrastructure	Straight line, full year convention	10 – 50 years
Equipment	Straight line, full month convention	2 – 20 years
Software	Straight line, full month convention	Life of License/Subscription, or 2-7 years ~~or 2-7 years~~
Leases	Straight line, full month convention	Life of Lease

The County considers salvage value immaterial.

III. Capital Asset Control and Accountability

The Department of Financial Services maintains an inventory of all capital assets, which is updated annually based on certifications from all departments.

Land and Buildings

All acquisitions and disposals of land and buildings must be approved by the Board of Supervisors. The Department of Financial Services will review all minutes to ensure that land and buildings are acquired and disposed of in accordance with Board instructions and make the necessary changes to the land and buildings listings. As part of the budget process, County departments submit space requirements to General Services, who will review all requirements and determine whether additional space is required through lease or acquisition of real property.

Federally funded real estate general requirements:

a) Title to real property funded from federal funds shall vest with the County and shall be used only for authorized purpose and shall not be encumbered without approval of federal awarding agency.
b) Approval of the federal awarding agency is required to use the property for other purposes when the County determines it is no longer needed for the original purpose. Use is limited to federal programs consistent with those sponsored by the federal awarding agency.
c) When the property is no longer needed the County shall request disposition instructions from the federal awarding agency.

In addition to the above general requirements, some awards may have more stringent requirements that will need to be complied with.

Equipment

All acquisitions of equipment must be made in accordance with County policies and procedures and State and Federal regulations. At a minimum all equipment purchases shall be approved by the County Administrator and acquired in accordance with County procurement procedures.

Departments shall notify the Purchasing Agent of all equipment transfers, trade-ins and disposals.

Federally funded equipment general requirements:

a) Title to equipment funded from federal funds shall vest with the County.
b) The equipment shall not be used to service non-federal entities for a fee that is less than private companies charge for equivalent services.

c) The County shall use the equipment for which it was intended as long as it is needed, whether or the not the purpose continues to be supported by federal funds and shall not be encumbered without approval of the federal awarding

agency. When no longer needed for the original purpose the County shall use the equipment in connection with other federally sponsored programs in the following order of priority:

1. Activities sponsored by the federal awarding agency which funded the equipment, then
2. Activities sponsored by other federal awarding agencies.

d) When acquiring replacement equipment, the County may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment subject to the federal awarding agency.
e) Equipment records shall include the following:

1. A description of the equipment
2. Serial number, model number or other identification number
3. Source of the equipment, award number, CFDA number
4. Whether title vests with the County or awarding agency
5. Acquisition date and cost
6. Information to determine the federal participation percentage
7. Location and condition of the equipment and the date the information was reported (part of physical inventory)
8. Ultimate disposition data

f) Equipment owned by federal agency shall be identified to indicate federal ownership
g) Physical inventory of the equipment and reconciliation to equipment records shall be conducted at least once every two years.
h) A control system shall be in effect to ensure adequate safeguard to prevent loss, damage or theft. Any loss, damage or theft shall be fully investigated and documented.
i) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
j) Where the County is authorized or required to sell the equipment, proper sales procedures shall be established to provide for competition to the extent practicable and result in the highest possible return.
k) When the equipment is no longer needed by the County for the original intended purpose, the equipment may be used for other activities in accordance with the following standards.

1. Equipment with a current fair market value (FMV) exceeding $5,000, the County may retain the equipment for other uses provided that compensation is made to the original federal awarding agency. Compensation shall be computed by applying the federal participation to the current FMV.
2. If the County no longer needs the equipment, the County shall request disposition instructions from the federal awarding agency.

In addition to the above general requirements, some awards may have more stringent requirements that will need to be complied with.

County of Yolo
Administrative Policies and Procedure Manual

TITLE: CAPITAL ASSET MANAGEMENT	DEPARTMENT: COUNTY ADMINISTRATIVE OFFICE
TYPE: **POLICY**	DATE: JUNE 6, 2023

A. POLICY STATEMENT

Yolo County's government is accountable for considerable investment in buildings, land, infrastructure, equipment and other capital assets. The preservation, maintenance, and future improvement of these assets are a primary responsibility of the County. Planning and implementing a sound capital asset management plan, policy, and program today will not only help Yolo County avoid emergencies and major costs in the future, but strategically plan for the future needs of the County.

The Yolo County Board of Supervisors (Board) in recognition of the need to develop and adopt a consolidated capital asset management plan, budget for its implementation, and incorporate its impact on the operating budget, established the Five-year Capital Improvement Plan (CIP). The CIP includes capital projects that have been completed, are in the stages of implementation, and those projects to be implemented within the next five fiscal years. Additionally, the CIP is used as a tool for the implementation of projects included in various Board-adopted plans (General Plan, County Strategic Plan, Information Technology Framework, Facilities plans, Parks Master Plan, Airport Master Plan, Cache Creek Area Management Plan, etc.). Yolo County's CIP is a dynamic document, where new projects are incorporated in the plan and previously submitted projects are updated. The CIP only includes projects that are over $200,000. Projects under this threshold are ordinarily contained in department budgets.

The CIP is prepared and updated annually by the Capital Projects Coordinator with assistance from the Capital Improvement Committee, and includes all projects meeting the definition as outlined herein. Considered a tactical planning tool, the CIP may be used by the Board to prioritize county-wide capital projects. The CIP also provides such detail as necessary regarding funding of projects. While the CIP does not indicate approval of a project, only projects included in the Board-approved CIP will be considered for funding with the exception of emergency needs. Final appropriations for projects are included in the respective department budgets submitted in the recommended budget.

B. PURPOSE

Establishing a capital asset policy aides in the provision of control and accountability over the County's capital assets to ensure compliance with State and Federal laws and to assist departments in gathering and maintaining information required for maintenance, replacement, insurance, cost recovery, rate setting, and financial reporting.

The purpose of this policy is:

1. To describe the policies and procedures utilized in the County's CIP;
2. To put in place guidelines for the budgeting, financing, and accounting of the County's capital assets; and
3. To provide County officials and employees in elected offices, county divisions, departments, and special districts criteria for the prioritization of County CIP projects.

This capital asset policy is in accordance with Generally Accepted Accounting Principles (GAAP) for proper recording, valuation, depreciation, useful lives, retirements and disposals, and financial reporting.

C. APPLICABILITY

The following policy applies to all County officials and employees in elected offices, County divisions, departments and special districts for whom the Board is required to adopt an annual budget that includes capital asset management plan items. In situations where the Board serves as the entity's governing body, projects meeting the definitions outlined herein must be presented to the Board for approval.

D. DEFINITIONS

Capital Assets: The term capital assets include tangible assets such as land, improvements to land, building, building improvements, vehicles, machinery, equipment, works of art and historical treasures, infrastructure, and intangible assets such as software, easements and land use rights, that are used in operations and have initial useful lives extending beyond a single reporting year.

Capital Expenditures: Expenditures incurred for the improvement to, or acquisition of, capital assets.

Capital Improvement Plan Amendment: A change of the adopted CIP that adds or deletes a project, modifies the total adopted budget of a project, or alters the approved scope of a project.

Capital Project: A Capital Project is the use of resources to acquire, construct, or improve a capital asset. Each project has a specific purpose, justification, and cost. Projects propose physical improvements in different elements of the County's infrastructure. Improvements include, but are not limited to, construction, reconstruction, rehabilitation, modification, renovation, expansion, replacement, extension of streets, bridges, buildings, sidewalks, playgrounds, traffic signals and signs, ramps, lights; acquisition of land, buildings with associated relocation, demolition; and improvements such as landscaping, fencing and paving.

Capitalization: Capitalization refers to the act of recording outlays as capital assets based on certain criteria for financial reporting purposes. The capitalization threshold is the dollar amount below which capitalization does not occur.

E. ADMINISTRATIVE PROCEDURES

I. Capital Improvement Plan Development

The Capital Projects Coordinator will solicit Capital Improvement Plan Project Questionnaires from Capital Project Managers pursuant to the timeline established in the annual budget preparation schedule.

a) Capital Improvement Plan Project Questionnaires will be submitted in a format and with content to be determined by the Capital Projects Coordinator.
b) The Capital Projects Coordinator will present all submitted Capital Improvement Plan Project Questionnaires to the Capital Improvement Committee for review and prioritization.
c) The Capital Improvement Committee will evaluate each submitted Capital Improvement Plan Project Questionnaire and assess its relative importance based on the approved Capital Project Evaluation and Prioritization Criteria, which may be revised by the County Administrator.
d) The Chief Financial Officer will review and recommend funding sources for each Capital Improvement Plan Project Questionnaire, and may propose that the timeline for project completion be altered to match the availability of funding.
e) Projects deemed to be insufficiently planned, or which are proposed for completion more than five years in the future, or for which sufficient available funding cannot be identified, may be placed on a ‘watch list’ containing known projects that may be added to the capital improvement program in the future.
f) The final proposed Capital Improvement Plan will be submitted to the County Administrator for review and, as the County Administrator deems appropriate, revision.

II. Capital Improvement Plan Adoption

a) The County Administrator will annually submit a recommended five-year Capital Improvement Plan for review by the Board pursuant to the timeline established in the annual budget preparation schedule.
b) The Capital Improvement Plan will provide:
    1. A statement of the objectives of the Capital Improvement Plan and its relationship with the Board’s Strategic Planning Goals and Objectives and approved County Plans
    2. An implementation schedule for each of the proposed capital improvements
    3. An estimate of the costs and sources of revenue for financing each project, and an estimate of the impact of each project on the County operating budget
    4. A schedule of debt issuance proposed to fund any portion of the CIP
    5. An estimate of the impact of proposed debt issuance on the debt limit established by the County’s debt policy.

III. Amending the Adopted Capital Improvement Plan

a) No work on a capital project shall be undertaken if it is inconsistent with the approved scope of the project or if it will require expenditures that, when combined with all other project costs previously incurred or reasonably expected to be incurred, would exceed the approved project budget.
b) The approved scope and budget of a project may be revised by amendment.
    1. The Capital Project Manager will submit proposed amendments in a form, and with content, to be determined by the Capital Projects Coordinator.
    2. The Capital Projects Coordinator will assess the need for the amendment and make a recommendation for approval, denial, or revision to the Capital Improvement Committee.
    3. The Capital Improvement Committee will review the proposed amendment and recommendation, and will by majority vote recommend approval, denial, or revision to the County Administrator.
    4. The County Administrator will approve or deny the recommended action.
    5. If approved, the project amendment will be placed by the Capital Projects Coordinator on a Board agenda for approval or denial.

IV. Capital Project Evaluation and Prioritization Criteria:

All Capital Improvement Plan Project Questionnaires will be evaluated based on their ability to foster the achievement of the Board's Strategic Planning Goals:

Yolo County Strategic Planning Goals

1. Thriving Residents
2. Safe Communities
3. Sustainable Environment
4. Flourishing Agriculture
5. Robust Economy

Departments should identify not only which goal the project is in-line with, but also whether the project satisfies multiple goals in their completed Capital Improvement Plan Project Questionnaires.

In addition to assessing each project's alignment with the Board's Strategic Planning Goals, the Capital Improvement Committee will review and prioritize each project based on the following criteria:

a) Project Need:
Is this project needed? Will the project bring the County into compliance with an existing or new legal mandate? Does the project enhance or maintain a current asset of Yolo County? Does the project address an existing or potential threat to lives and property? What are the potential benefits of the project? What problems does this project solve? What are the impacts of the deferral of this project?

b) Project Readiness:
Has the appropriate project planning been completed? Is this project ready to be implemented? What is needed to make this project ready for implementation? Who will be involved in management and implementation of this project? Is this project connected to other capital projects?

c) Project Funding;
What are the project's impacts on the departments operating budget? How does the project impact the General Fund? Does this project require additional FTEs? Does this project have funding available? What applications, if any, have been submitted for project funding (i.e. grant applications)? Are you requesting funding through the CIP?

d) Project Sustainability:
Is this project based on not only what is makes the most sense now, but what makes the most sense in the future? Does this project represent a fiscally responsible decision?

e) Project Outcomes:
What are the expected outcomes or goals of the project? How will this project allow your department to meet standards for performance and customer service?

f) Quality and completeness of proposal

The Capital Improvement Plan Project Questionnaire provides opportunities for Departments to address the criteria listed above and provide the Capital Projects Coordinator and Capital Improvement Committee with a detailed narrative on the need, readiness, funding, sustainability, and outcomes of their proposed project.

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Land is the investment held in fee title in real estate, other than structures and improvements, including land acquired for infrastructure purposes. Any rights (e.g., mineral rights) purchased with the land are not valued separately unless they are acquired separately. Normally land is characterized by indefinite life and not depreciated. Land used as a landfill or used as a source of gravel, or used in other ways that impairs the land, may need to be depreciated and classified under a separate asset category other than land. Land is capitalized regardless of cost and should be valued at fair value at date of acquisition.

Include (not all inclusive):

a) Acquisition price or estimated fair market value (FMV) if donated.
b) Appraisal negotiation, legal fees, title search and surveying fees.
c) Costs of obtaining consents and payments for condemnation costs
d) Filing costs.
e) Basic site improvements, including the cost of removing, relocating, or reconstructing the property of others (e.g. power lines).

IX. Works of art, historical treasures, and similar assets described as a collection

The County has elected to not capitalize these assets regardless of costs as long as the collections meet the following criteria:

a) The purpose of the collection is display or research;
b) The collection is being adequately maintained; and
c) The proceeds from the sale of collection items will be applied to acquire new items.

Yolo County does not classify maintenance as a capital asset. Maintenance includes expenditures, which neither materially add to the value of property nor appreciably prolong its life, but merely keep it in an ordinary efficient operating condition.

H. CAPITAL BUDGETING

For each fiscal year the Board shall include any capital project funding as part of the annual budget process. The Capital Budget is the first year of a three year plan for capital expenditures. These capital expenditures are to be incurred over a given fiscal year from funds appropriated by the Board for projects scheduled in the same year. All capital expenditures to be incurred during a given fiscal year will be included in the County's annual budget document. The Capital Improvement Committee shall recommend annual ongoing funding levels for each of the capital asset categories identified within the CIP. The Board will consider approval of these funding levels during their annual review of the CIP.

Preparing and maintaining the Capital Budget is an imperative to continue the County's strong fiscal management practices. Central to this management effort is providing accurate and thorough justifications for proposed capital projects, making the capital budgeting cycle transparent and straightforward. The County will develop a process for ensuring that capital investments provide the maximum community benefit and that appropriate supporting policies are implemented.

I. CAPITAL FINANCING

The County shall include with each annual capital budget the long-term plan for CIP financing, which includes a multi-year financial forecast for the major funds available to the CIP. The capital financing strategy should promote financial strength and flexibility; limit the cost of acquiring capital assets while meeting community needs; and strengthening the County's standing with bond rating agencies, investors, and community stakeholders.

Financial analysis of funding sources is conducted for all proposed major capital improvement projects. The CIP shall be updated and priorities reviewed annually in light of changes in needs, available funding, or available staffing. The Board has established the Operating Project Review Committee to review the status of all projects. County financial staff determines the funding sources and, if not available, provides input toward scope changes to meet the fiscal constraints.

A detailed Capital Improvement Plan Project Questionnaire must be submitted annually for each project before project funds can be expended. Any costs of operating and maintaining the projects listed in the plan should be identified within this proposal, to ensure that adequate funds will be available for ongoing costs relating to the projects. When considering the priority and funding of each capital project, the County shall consider the operating impacts (i.e., increased staff, facilities maintenance, and outside rentals) of the project.

Financing Plan

Each capital project shall identify the financing plan to be utilized in funding the project. Available options include:

a) Pay-as-you-go financing. Funded from the operating budget using fund balance and/or capital reserves
b) Inter-fund borrowing
c) Debt financing. In accordance with the County policy on *Borrowing, Debts and Obligations*
d) Public-Private partnerships and economic development
e) Federal and other intergovernmental grants
f) Any combination of the above

Financing shall be designed to allow proper matching of benefits and costs. A project's financing term shall never exceed the estimated useful life of the capital asset.

J. ACCOUNTING FOR CAPITAL ASSETS

I. Capitalization Thresholds

Capital assets are recorded at historical cost or at estimated historical cost if actual historical cost is not available. Contributed capital assets are valued at their estimated fair market value on the date contributed. Capital include assets with an initial individual cost of more than $10,000 for land, structures, improvements and easements; infrastructure with a cost of $25,000 or more; and equipment with a cost greater than $5,000 and leases and software subscription arrangements with a cost greater than $100,000 and an estimated useful life in excess of one year.

II. Capital Asset Depreciation and Estimated Useful Life

Capital assets used in operations are depreciated and amortized using the straight-line method over the lesser of the capital lease period or their estimated useful lives in the government-wide statements and the proprietary funds.

The County's depreciation policy for Capital Assets, including estimated useful lives, is detailed below:

Asset Type	**Method**	**Useful Life**
Nondepriciable Capital Assets		
Land	N/A	N/A
Easements in perpetuity	N/A	N/A
Construction (or development) in progress	N/A	N/A
Asset Type	**Method**	**Useful Life**
Depreciable Capital Assets		
Land improvements	Straight line, full month convention	10 – 40 years
Buildings	Straight line, full month convention	10 – 40 years
Infrastructure	Straight line, full year convention	10 – 50 years
Equipment	Straight line, full month convention	2 – 20 years
Software	Straight line, full month convention	Life of License/Subscription, or 2-7 years
Leases	Straight line, full month convention	Life of Lease

The County considers salvage value immaterial.

III. Capital Asset Control and Accountability

The Department of Financial Services maintains an inventory of all capital assets, which is updated annually based on certifications from all departments.

Land and Buildings

All acquisitions and disposals of land and buildings must be approved by the Board of Supervisors. The Department of Financial Services will review all minutes to ensure that land and buildings are acquired and disposed of in accordance with Board instructions and make the necessary changes to the land and buildings listings. As part of the budget process, County departments submit space requirements to General Services, who will review all requirements and determine whether additional space is required through lease or acquisition of real property.

Federally funded real estate general requirements:

a) Title to real property funded from federal funds shall vest with the County and shall be used only for authorized purpose and shall not be encumbered without approval of federal awarding agency.
b) Approval of the federal awarding agency is required to use the property for other purposes when the County determines it is no longer needed for the original purpose. Use is limited to federal programs consistent with those sponsored by the federal awarding agency.
c) When the property is no longer needed the County shall request disposition instructions from the federal awarding agency.

In addition to the above general requirements, some awards may have more stringent requirements that will need to be complied with.

Equipment

All acquisitions of equipment must be made in accordance with County policies and procedures and State and Federal regulations. At a minimum all equipment purchases shall be approved by the County Administrator and acquired in accordance with County procurement procedures.

Departments shall notify the Purchasing Agent of all equipment transfers, trade-ins and disposals.

Federally funded equipment general requirements:

a) Title to equipment funded from federal funds shall vest with the County.
b) The equipment shall not be used to service non-federal entities for a fee that is less than private companies charge for equivalent services.
c) The County shall use the equipment for which it was intended as long as it is needed, whether or the not the purpose continues to be supported by federal funds and shall not be encumbered without approval of the federal awarding

agency. When no longer needed for the original purpose the County shall use the equipment in connection with other federally sponsored programs in the following order of priority:

1. Activities sponsored by the federal awarding agency which funded the equipment, then
2. Activities sponsored by other federal awarding agencies.

d) When acquiring replacement equipment, the County may use the equipment to be replaced as trade-in or sell the equipment and use the proceeds to offset the cost of the replacement equipment subject to the federal awarding agency.
e) Equipment records shall include the following:

1. A description of the equipment
2. Serial number, model number or other identification number
3. Source of the equipment, award number, CFDA number
4. Whether title vests with the County or awarding agency
5. Acquisition date and cost
6. Information to determine the federal participation percentage
7. Location and condition of the equipment and the date the information was reported (part of physical inventory)
8. Ultimate disposition data

f) Equipment owned by federal agency shall be identified to indicate federal ownership
g) Physical inventory of the equipment and reconciliation to equipment records shall be conducted at least once every two years.
h) A control system shall be in effect to ensure adequate safeguard to prevent loss, damage or theft. Any loss, damage or theft shall be fully investigated and documented.
i) Adequate maintenance procedures shall be implemented to keep the equipment in good condition.
j) Where the County is authorized or required to sell the equipment, proper sales procedures shall be established to provide for competition to the extent practicable and result in the highest possible return.
k) When the equipment is no longer needed by the County for the original intended purpose, the equipment may be used for other activities in accordance with the following standards.

1. Equipment with a current fair market value (FMV) exceeding $5,000, the County may retain the equipment for other uses provided that compensation is made to the original federal awarding agency. Compensation shall be computed by applying the federal participation to the current FMV.
2. If the County no longer needs the equipment, the County shall request disposition instructions from the federal awarding agency.

In addition to the above general requirements, some awards may have more stringent requirements that will need to be complied with.

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 29.
Board of Supervisors **Financial Services**

Meeting Date:	06/06/2023
Brief Title:	Approve amended Policy on Grant Administration
From:	Chad Rinde, Chief Financial Officer, Department of Financial Services
Staff Contact:	Chad Rinde, Chief Financial Officer, Department of Financial Services, x8050
Supervisorial District Impact:	Countywide

Subject
Adopt amended Policy on Grant Administration. (No general fund impact) (Rinde)

Recommended Action
Adopt amended Policy on Grant Administration.

Strategic Plan Goal(s)
In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background
The County of Yolo adopted a Policy on Grant Administration in September 2017, which is the current policy in effect that contains guidance to County departments on grant development, application, management, audit and closeout, and coordination required internally. Prior to this policy, guidance to staff on grants was limited, and the Board had previously delegated authority to the County Administrator to apply for grants on behalf of the organization.

The 2017 policy formalized the authority of the Board to retain the role of accepting grants and appropriating funds however continued to allow the County Administrator (and designees) to apply for grants that met County goals and strategic plan interests. It also added a grant oversight committee to the process comprised of technical subject-matter experts from several functions of the County that would review grants in advance of application for concerns and inform the County Administrator of concerns prior to applying for grants. The County Administrator was then responsible to address these concerns but retained the ultimate authority on whether to proceed with the application of a grant. But the Board still played a key role in the process of accepting or rejecting grants and appropriating funds.

In February, 2023, the Board asked staff to examine the grant administration process for improvement. The major concern expressed by the Board was to ensure the Board has awareness of significant grants that the County applied for, especially those that may involve a long-term commitment or significant matching funds. County staff examined two different possibilities in approach to revise the policy.

1. Requiring departments for grants meeting certain criteria or grants over a certain dollar threshold to be pre-approved by the Board before application.
2. Having notification requirements to inform the Board promptly of grant applications submitted will allow the Board to have an awareness of applications submitted and to allow Board members to question or agendize grant submissions for further examination early in the process.

Given the strict timelines for grant submission and the timelines required to get an agenda item completed to be on the agenda, staff do not recommend returning to a system of required Board pre-approval before grant submissions. The risk of this system would be deterring grant applications that may provide significant benefit as an agenda item can't make it to the Board in time. This was part of the reason for the prior delegation of authority to the CAO to submit for grants consistent with Board goals and strategic plans.

As a result, staff recommend approving the amended policy (Attachment A), which would require Departments that submit for any grant over $250,000 to provide prompt notification to the Board (within 14 days of Grant Submission) via a memo included in the Board correspondence. A redline version of the policy is included as Attachment B. This will allow Board members to be aware of the details of major grant submissions and also allow board members to request further discussion on specific grants to be added to the next Board agenda.

Collaborations (including Board advisory groups and external partner agencies)
The Department of Financial Services collaborated with the County Administrator's Office on amendments to the Grants Administration Policy. A copy of the proposed policy revisions was shared with Department Heads and discussed as part of the April 12, 2023, Department Head Meeting.

Competitive Bid Process/Vendor Performance
Not applicable

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
One-time commitment	Yes
Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. Grants Policy (Clean)
Att. B. Grants Policy (Redline)

Form Review

Inbox	Reviewed By	Date
Chad Rinde	Chad Rinde	05/15/2023 11:42 AM
Mark Bryan	Mark Bryan	05/15/2023 01:24 PM
Financial Services (Originator)	KauXue Thao	05/15/2023 01:41 PM
County Counsel	Hope Welton	05/15/2023 01:50 PM
John Rowe	John Rowe	05/15/2023 03:34 PM
Chad Rinde	Chad Rinde	05/26/2023 07:46 AM
Form Started By: Chad Rinde		Started On: 04/24/2023 01:24 PM
Final Approval Date: 05/26/2023		

County of Yolo
Administrative Policies and Procedures Manual

TITLE: GRANTS ADMINISTRATION	DEPARTMENT: DEPARTMENT OF FINANCIAL SERVICES
TYPE: POLICY	DATE: MAY 23, 2023

A. PURPOSE

The purpose of this policy is to provide guidance to Yolo County departments on applying and managing grant opportunities, and to establish oversight of countywide grant activity. This policy incorporates best practices and draws upon grant and financial management principles to provide direction to staff in applying for, administering, and closing out grants. The goal is to facilitate the County's access to additional financial resources while minimizing financial impact of a grant on the County, and to ensure that grant opportunities are in alignment with strategic priorities adopted by the Board of Supervisors.

B. APPLICABILITY

This policy applies to departments that are seeking discretionary one-time or limited-term grant funding opportunities, regardless of the type of funding source and match requirements. This policy does not apply to funding sources that are ongoing or that fund mandated services.

C. DEFINITIONS

1. GRANT: A grant is an award of financial assistance in the form of money or property by a funding source including the federal government, state government, other local governments, non-profit agencies, private businesses and citizens that the County has the ability to accept or reject. A grant agreement makes the County accountable for spending and tracking the grant funds in accordance with the purpose specified in the grant contract, and obligates the County to comply with the grant terms, Public Contracting Code, and all applicable laws and regulations, including Office of Management and Budget (OMB) Uniform Guidance (Title 2-Code of Federal Regulations (CFR), Part 200).

   Grants are different from gifts or donations, which typically carry no reciprocal obligations between donor and recipient, and are often unrelated to the business interests of the donor. In contrast, grants are generally motivated by business interests of the grantor and stipulates what purpose(s) the funding may be used for. Additionally, gifts or donations typically do not have a time limit associated with the use of funds, whereas grants are generally awarded for a specified period of time, with any unused funds reverting back to the grantor upon expiration of the grant period. Refer to the *Donations Acceptance Policy* for provisions regarding the acceptance and use of donations.

2. GRANT ADMINISTRATOR: A grant administrator plans, organizes, implements, monitors and evaluates a County-wide grant funding plan under administrative direction, and provides training and technical guidance to departments to ensure compliance with grant requirements and managing County grant contracts with grant sub-recipients.

3. SUB-RECIPIENT: A County government may pass grant funds to another entity. The second entity, known as the "sub-recipient" of the grant funds, may be another governmental entity or a non-profit organization. In this situation, the original recipient of the funds has a responsibility to monitor the sub-recipient to ensure the grant funds are being used for authorized purposes and as required by the grant agreement and applicable regulations.

D. POLICY

1. GRANT DEVELOPMENT:

   a. Grant funding opportunities shall be reviewed by departments for applicability, eligibility, grant stipulations, and compliance requirements prior to application submittals.

   b. Priority shall be given to grant funding opportunities that most closely align with Yolo County's Strategic Plan Goals, and to grants that do not require a match or require lower matches from the County.

   c. Grants that require long-term commitments and obligate the County to continue funding for initiatives or commit resources after grant funding ends should be avoided.

   d. A multi-year cost/benefit analysis shall be performed prior to grant application to evaluate matching funds and any other direct costs, overhead costs, in-kind contributions, audit and close-out costs, and costs that may need to be incurred beyond the grant period. This analysis should also identify outcome measures to gauge success of the grant program.

2. GRANT APPLICATION:

   a. The Board of Supervisors delegates authority to the County Administrator or designee to review, approve and submit grant applications on behalf of the County (Minute Order 09-62). The County Administrator may designate the Grants Oversight Committee as their designee to review and approve grant submissions.

   b. A Grants Oversight Committee shall be established to provide administrative oversight of grant activity and to ensure compliance with this Policy. The Committee shall be composed of representatives from the County Administrator's Office, the Department of Financial Services and a grantee department.

   c. Grant opportunities shall be submitted to the Grants Oversight Committee for review and approval prior to application under the following circumstances:
      i. The grant requires a County match;
      ii. The County is required to maintain assets post expiration of a grant award; or
      iii. The cumulative value of the grant and any renewals is $50,000 or more.

d. Departments shall notify the Department of Financial Services of grant funding opportunities prior to application and upon receiving notification of a grant award.

e. Department Heads shall notify the Board of Supervisors within 14 days of grant application for any application in the cumulative amount greater than $250,000. The notification shall be submitted by formal memo to the Clerk of the Board for inclusion in the Board correspondence file. Financial Services shall make available a template memo to ensure relevant details are included (included as Exhibit A).

3. GRANT MANAGEMENT:

a. Grant funds shall be spent in compliance with grant stipulations, Yolo County policies and procedures, Public Contracting Code, and applicable laws and regulations including OMB Uniform Guidance. Grant stipulations should always be considered in addition to and not as replacement for County policies and procedures.

b. If grant funding is not appropriated, upon receipt of the grant award a budget resolution shall be submitted to the Board of Supervisors for approval

c. Unless otherwise prohibited by the grantor, indirect costs shall be allocated to grant funded programs.

d. New positions funded by grants shall be filled as limited term to match the term of the grant, up to a maximum of two years.

e. Departments shall carefully plan the spend-down of grant funds to avoid year-end pressures and the potential loss of unused funds.

f. Departments shall maintain sufficient and proper documentation and accounting records to comply with laws, regulations, Public Contracting Code, policies, procedures, and applicable audit requirements. Departments shall ensure that all required reports are submitted on a timely basis to the granting agencies.

g. When grant funds are passed by Yolo County to sub-recipients, the department administering the grant shall ensure that the sub-recipients are in compliance with the grant requirements, Public Contracting Code, and applicable laws and regulations including OMB Uniform Guidance.

4. AUDIT AND CLOSE-OUT:

a. Departments shall follow the terms of the grant agreement in regards to treatment of unspent grant funds at expiration of a grant.

b. Departments shall ensure that all audit requirements of the grant are met.

c. Grant files shall be retained for future reference as per grant stipulations, audit requirements, and Yolo County's records retention policy.

5. OVERSIGHT AND COORDINATION

a. The Grants Oversight Committee shall provide administrative oversight of grant activity and ensure compliance with the Grant Policy.

b. The Board of Supervisors shall provide policy direction and establish overall County goals and objectives. In addition, the Board of Supervisors shall approve grant applications (if required by the granting agency), acceptance of grant awards and budget resolutions to appropriate grant funds.

c. The County Administrator's Office, through the Grant Administrator, shall provide county-wide grant coordination and administration, facilitate and lead the Grants Oversight Committee, establish and maintain a comprehensive inventory of countywide grants, and maintain current registration with the federal System for Award Management (SAM).

d. The Department of Financial Services shall be responsible for establishing the necessary accounting framework (grant funds, etc.), providing financial support to grant recipients, establishing and maintaining a system of internal control, and approving cost-recovery mechanisms including indirect cost rate proposals and county overhead charges.

e. Internal Audit shall provide guidance and audit support services to grant recipients regarding system of internal controls, cost allocation and reporting.

f. Departments/Grant Recipients shall be responsible for adhering to all applicable Grant Policy provisions in sections D-1 through D-4. In addition, Departments/Grant Recipients shall be responsible for:
   i. Determining if grant funds will be provided to sub-recipients or vendors
   ii. Verifying that vendors and sub-recipients are eligible to receive federal grant funds
   iii. Ensuring that sub-recipients maintain compliance with grant terms; grant accounting, reporting, and record keeping requirements; Public Contracting Code; and applicable laws and regulations including OMB Uniform Guidance.

g. Sub-Recipients shall comply with all grant terms; grant accounting, reporting and record-keeping requirements; Public Contracting Code; and all applicable laws and regulations, including OMB Uniform Guidance.

Exhibit A – Memorandum Template

[Department Letterhead]

VIA-EMAIL
ClerkoftheBoard@YoloCounty.org

[Date of Memo]

County of Yolo
Attn: Board of Supervisors
625 Court Street, Room 204
Woodland, CA 95625

RE: Notification to Board of Supervisors of grant application for the [Grant Name] by [Department Name]

The Department submitted a grant application. In accordance with the required of the requirements of the Grant Administration Policy, below are the following pertinent details of the application:

Date of Grant Application:	[Fill in]
Grant Name:	[Fill in]
Grantor Name:	[Fill in]
Amount of Application:	[Fill in]
Local Matching Funds Required:	[Fill in]
Local Matching Source (if applicable)	[Fill in]
Estimated Grant Start Date:	[Fill in]
Estimated Grant Completion Date:	[Fill in]
Grant Activities to be performed:	[Fill in]
Other information (as needed):	[Fill in]

For additional information regarding this submission, please contact [Staff name] at [Email] or [Phone].

Thanks,

[Signature]

[Staff Name – Printed]
[Staff Title]

County of Yolo

Administrative Policies and Procedures Manual

TITLE: GRANTS ADMINISTRATION	DEPARTMENT: DEPARTMENT OF FINANCIAL SERVICES
TYPE: POLICY	DATE: MAY 23, 2023

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B. APPLICABILITY

This policy applies to departments that are seeking discretionary one-time or limited-term grant funding opportunities, regardless of the type of funding source and match requirements. This policy does not apply to funding sources that are ongoing or that fund mandated services.

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   d. A multi-year cost/benefit analysis shall be performed prior to grant application to evaluate matching funds and any other direct costs, overhead costs, in-kind contributions, audit and close-out costs, and costs that may need to be incurred beyond the grant period. This analysis should also identify outcome measures to gauge success of the grant program.

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VIA-EMAIL
ClerkoftheBoard@YoloCounty.org

[Date of Memo]

County of Yolo
Attn: Board of Supervisors
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Woodland, CA 95625

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Estimated Grant Start Date:	[Fill in]
Estimated Grant Completion Date:	[Fill in]
Grant Activities to be performed:	[Fill in]
Other information (as needed):	[Fill in]

For additional information regarding this submission, please contact [Staff name] at [Email] or [Phone].

Thanks,

[Signature]

[Staff Name – Printed]
[Staff Title]

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 30.

Board of Supervisors **General Services**

Meeting Date: 06/06/2023

Brief Title: Yolo Branch Library at 37750 Sacramento St Yolo

From: Ryan Pistochini, Director, General Services Department

Staff Contact: Sofia Mejia, Associate Administrative Analyst, General Services Department, x5021

Supervisorial District Impact: District 5

Subject

Accept as complete the construction project at 37750 Sacramento Street, Yolo for the Yolo Branch Library, performed under Agreement PO4038-Broward Builders, Inc.; and authorize the Director of General Services to sign and record the Notice of Completion. (No general fund impact) (Pistochini)

Recommended Action

A. Accept as complete the new construction project at 37750 Sacramento Street, Yolo for the Yolo Branch Library, performed under Agreement PO4038-Broward Builders Inc.; and

B. Authorize the Director of General Services to sign and record the Notice of Completion.

Strategic Plan Goal(s)

	In Support of All Goals (Internal Department Only)

Reason for Recommended Action/Background

Broward Builders, Inc. completed the new construction project for the Yolo Branch Library, at 37750 Sacramento Street, Yolo, on November 14, 2022 in accordance with the contract plans and specifications. The Board of Supervisors acceptance of the work, and authorization for the Director of General Services to record the Notice of Completion (Attachment A), will allow the Project to be closed out, and final payment be made to the contractor. Additional background information on the project can be found in the last documents submitted to the Yolo County Board Supervisors on July 7, 2020 (Attachment B) on July 21, 2020 (Attachment C) on September 1, 2020 (Attachment D) on December 15, 2020 (Attachment E) and on July 27, 2021 (Attachment F).

Collaborations (including Board advisory groups and external partner agencies)

The County Administrator's Office collaborated with the Yolo County Library, Friends of the Library, County Counsel, General Services, County Department of Finance.

Competitive Bid Process/Vendor Performance

Not applicable

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure

General Fund	$0

Attachments

Att. A. Notice of Completion
Att. B. Staff Report July 7, 2020
Att. C. Staff Report July 21, 2020
Att. D. Staff Report September 1, 2020
Att. E. Staff Report December 15, 2020
Att. F. Staff Report July 27, 2021

Form Review

Inbox	Reviewed By	Date
Financial Services	David Estrada	05/30/2023 09:11 AM
County Counsel	Hope Welton	05/30/2023 09:20 AM
John Rowe	John Rowe	05/30/2023 11:30 AM
Form Started By: Sofia Mejia		Started On: 04/11/2023 07:04 AM
Final Approval Date: 05/30/2023		

WHEN RECORDED MAIL TO

DEPARTMENT OF GENERAL SERVICES
120 West Main Street, Ste G
Woodland, CA 95695

SPACE ABOVE THIS LINE FOR
RECORDER'S USE

Notice of Completion

Notice is hereby given that, the undersigned, County of Yolo, a political Subdivision of the State of California, the Owner of the property in fee simple, situated in the County of Yolo, State of California, and described as follows, to-wit:

Yolo County General Services Department
located at 12 West Main Street, Ste G, Woodland

37750 Sacramento Street, Yolo

New Construction Project for the Yolo Branch Library, at 37750 Sacramento Street, Yolo, BROWARD BUILDERS, INC.

That the County of Yolo, as Owner of the properties as described below, did, on the 5 day of August, 2021, enter into a contract with

BROWARD BUILDERS, INC.
1200 E KENTUCKY AVENUE
WOODLAND, CA 95695

for the work of improvement above described, which contract was filed in the Office of the Clerk of the Board of Supervisors of the County of Yolo, State of California, on the 27th day of July 2021,

That on the 14th day of November 2022, the said CONTRACT or WORK of improvement, as a whole, was actually completed by said BROWARD BUILDERS, INC. accepted by the Yolo County Board of Supervisors on the 6th day of June 2023,

That the name and address of the Owner is as follows:

County of Yolo
120 West Main Street, Ste G
Woodland, California 95695

County of Yolo, Owner

STATE OF CALIFORNIA)
)
County of Yolo)

_____
By: Ryan Pistochini
Director of General Services
Date:

"I declare under penalty of perjury that the foregoing is true and correct."

Woodland, CA_____ _____

(Date) *(Signature)*

BOARD OF SUPERVISORS
Yolo County, California

Date: July 7, 2020 To: Library ✓

28. Consider approval of the Yolo Branch Library project design plan. (No general fund impact) (Fink/Robledo)

Continued Agenda Item No. 28 to the July 21, 2020 meeting.

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-General Government 28.
Board of Supervisors **Library**
Meeting Date: 07/07/2020
Brief Title: Yolo Library Project Design
From: Mark Fink, County Librarian & Chief Archivist, Library
Staff Contact: Connie Robledo, Associate Management Analyst, County Administrator's Office, x5776

Subject
Consider approval of the Yolo Branch Library project design plan. (No general fund impact) (Fink/Robledo)

Recommended Action
Consider approval of the Yolo Branch Library project design plan and authorize the Friends of the Yolo Branch Library of Yolo to accept reclaimed items from the old building, sell them, and donate the proceeds to enhance the new Yolo Branch Library's facilities and services.

Strategic Plan Goal(s)

Thriving Residents

Reason for Recommended Action/Background
The Yolo Branch Library building is over 100 years old and serves the unincorporated communities of Yolo, Dunnigan, and Zamora. In 2018 this building was condemned due to structural and other concerns, and the Library began operating out of a temporary modular building placed at the site. In 2017 this project was given approval to move forward with an Environmental Impact Report (EIR) and preparation of the building design. The EIR was completed and certified in 2018. Today, staff requests the Board consider approving the final project design of the new Yolo Branch Library Building (project drawings have been filed with the Clerk of the Board). A Notice of Determination, pursuant to the California Environmental Quality Act (CEQA) process, will be filed upon approval of the design.

Project Design

The Yolo Branch Library was constructed in 1918 and is a historical resource listed on the National Register of Historic Places. For this reason, the library is making a concerted effort to ensure the historic nature – the “look and feel” of the existing Yolo Branch Library building – is brought into the planning and design of the proposed New Yolo Branch Library Building Project. The conceptual design is based on the Branch library’s program goals and certain design concepts that guide both the form and function of the proposed new building. To date, the County has developed a list of character defining features which include both architectural and experiential features associated with the existing, historic Yolo Branch Library building.

The front of the new Yolo Branch Library building would have concrete pedestrian paths, bordered by

decomposed granite paths and low-impact / drought tolerant ornamental planters (Attachment A). An activity lawn will be located to the north of the building. Pedestrian access would be provided via a walkway from Sacramento Street to the library's main entrance door, which also faces Sacramento Street. Vehicular access would utilize a driveway entrance from Sacramento Street near the southwest corner of the project area which provides a one-way circulation pattern around the western and northern perimeters of the site, ultimately exiting through a driveway at 2nd Street on the northeast corner of the project area. A total of five parking spaces would be provided (including one ADA compliant space) along the western property boundary and to the west of the proposed new library building. An informal, gravel paved parking area would also be provided along the access route near the northwest corner of the proposed project area.

The interior property lines will be landscaped with native plants and trees, and ornamental shrubs and plantings will also be planted on the site. The project includes perimeter planters and a bioswale in the northwest corner of the site to detain and treat stormwater runoff to ensure the project area maintains pre-development rates and volumes of stormwater runoff.

The new facility will upgrade and improve existing Yolo Branch Library services such as expanding the existing book and media collections, increasing the number of public use computer stations, creating study rooms and distinct user group areas for children/family, teens and adults, expanding staff workspace areas, offering a covered outdoor activity area, seating, picnic areas and activity lawn and providing a dedicated meeting room for joint use by library programs and the community.

Staff recommends that the Board approve the Yolo Branch Library's project design and authorize the Friends of the Yolo Branch Library of Yolo to accept reclaimed items from the old building, sell them, and donate the proceeds to enhance the new Yolo Branch Library's facilities and services. This action will allow the project to proceed to construction of the new Yolo Branch Library as soon as project funding is confirmed.

Collaborations (including Board advisory groups and external partner agencies)

The Yolo Branch Library construction project has been a coordinated effort by staff from the CAO's office, Library staff, and the Friends of the Yolo Branch Library of Yolo. Library staff and the lead architect from WMB Architects have participated in multiple meetings with the Friends and the Yolo Community Advisory Group to obtain input on the community's needs and priorities for the new Yolo Branch Library. The General Services Department has also been heavily involved with the Yolo Branch Library construction project.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	
Amount budgeted for expenditure	
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. New Yolo Branch Library Renderings

Att. B. Select Drawings
Att. C. Presentation

Form Review

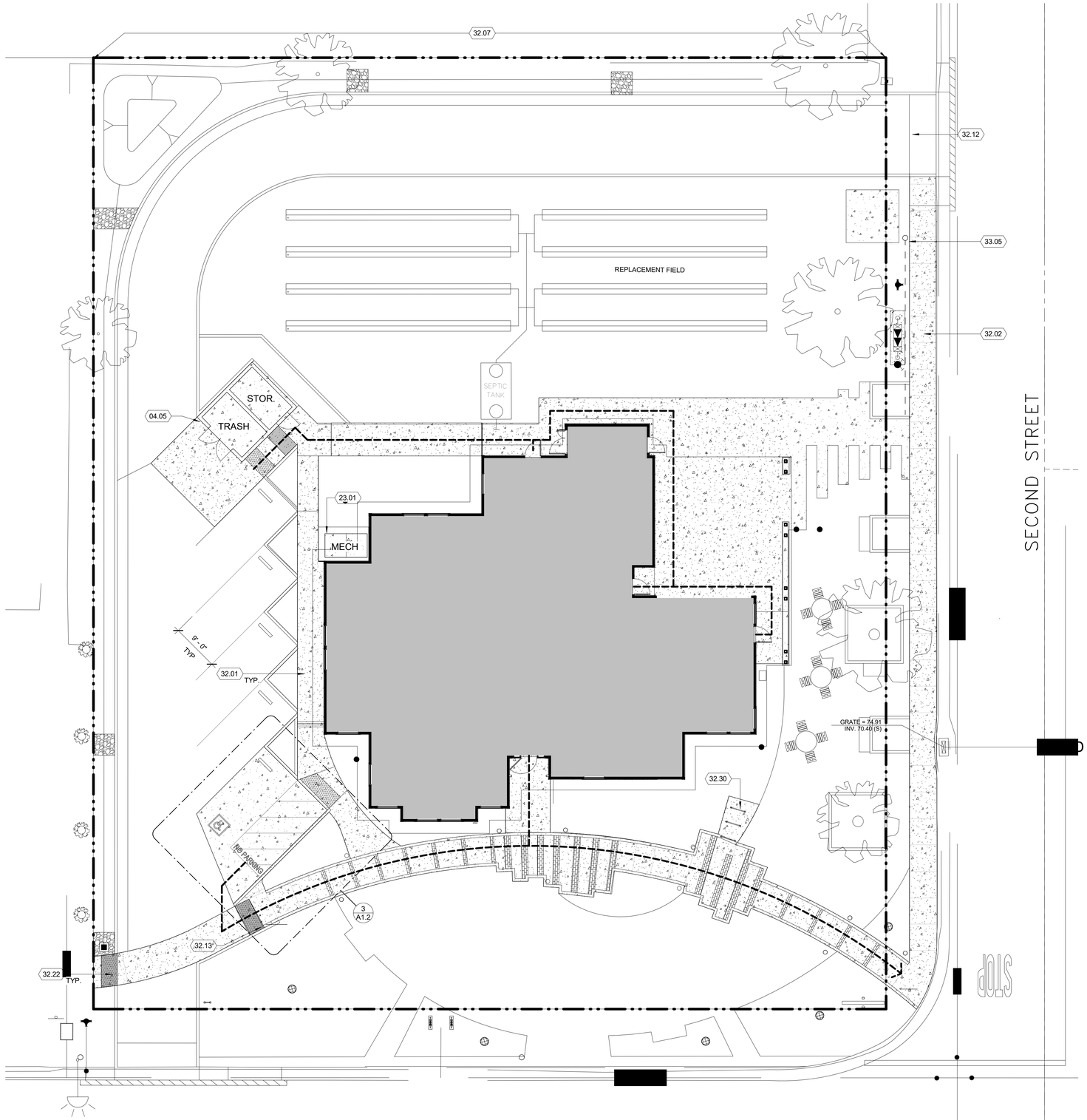
Inbox	Reviewed By	Date
Mark Fink	Mark Fink	06/21/2020 01:48 PM
Mindi Nunes	Mindi Nunes	06/22/2020 09:23 AM
Patrick Blacklock	Patrick Blacklock	06/25/2020 07:47 AM
Mark Fink	Mark Fink	06/25/2020 11:28 AM
Phil Pogledich	Phil Pogledich	07/01/2020 01:40 PM
Elisa Sabatini	Elisa Sabatini	07/01/2020 02:43 PM
Form Started By: Constance Robledo		Started On: 06/11/2020 11:44 AM
Final Approval Date: 07/01/2020		

Updated Reading Room (WMB Architects)



Exterior Rendering (WMB Architects)





SITE PLAN
SCALE: 1" = 10'-0"

KEYNOTES

04.05	CONCRETE MASONRY TRASH AND SITE STORAGE ENCLOSURE.
23.01	HVAC EQUIPMENT - REF. MECH. DWGS.
32.01	CONCRETE PAVING w/ CONTROL JTS. @ 5'-0" O.C. MAX, U.O.N. - REF. CIVIL DWGS.
32.02	FRONTAGE IMPROVEMENTS. REF. CIVIL DWGS.
32.07	NEW 6'-0" HGH WD FENCING.
32.12	DRIVEWAY. REF. CIVIL. DWGS.
32.13	CURB RAMP w/ DETECTABLE WARNINGS.
32.22	DETECTABLE WARNING SURFACE.
32.30	BIKE RACK - REF. LANDSCAPE DWGS.
33.05	(E) UTILITY POLE.

Att. B

WMB
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Sacramento, CA 95811

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F 209.944.5711
www.wmbarchitects.com

YOLO BRANCH
LIBRARY

37750 Sacramento St
Yolo, CA 95697

SITE PLAN

LICENSED ARCHITECT
DOUGLAS K. DAVIS
NO. C-26324
REN. 2-28-21
STATE OF CALIFORNIA

PUBLISH HISTORY:

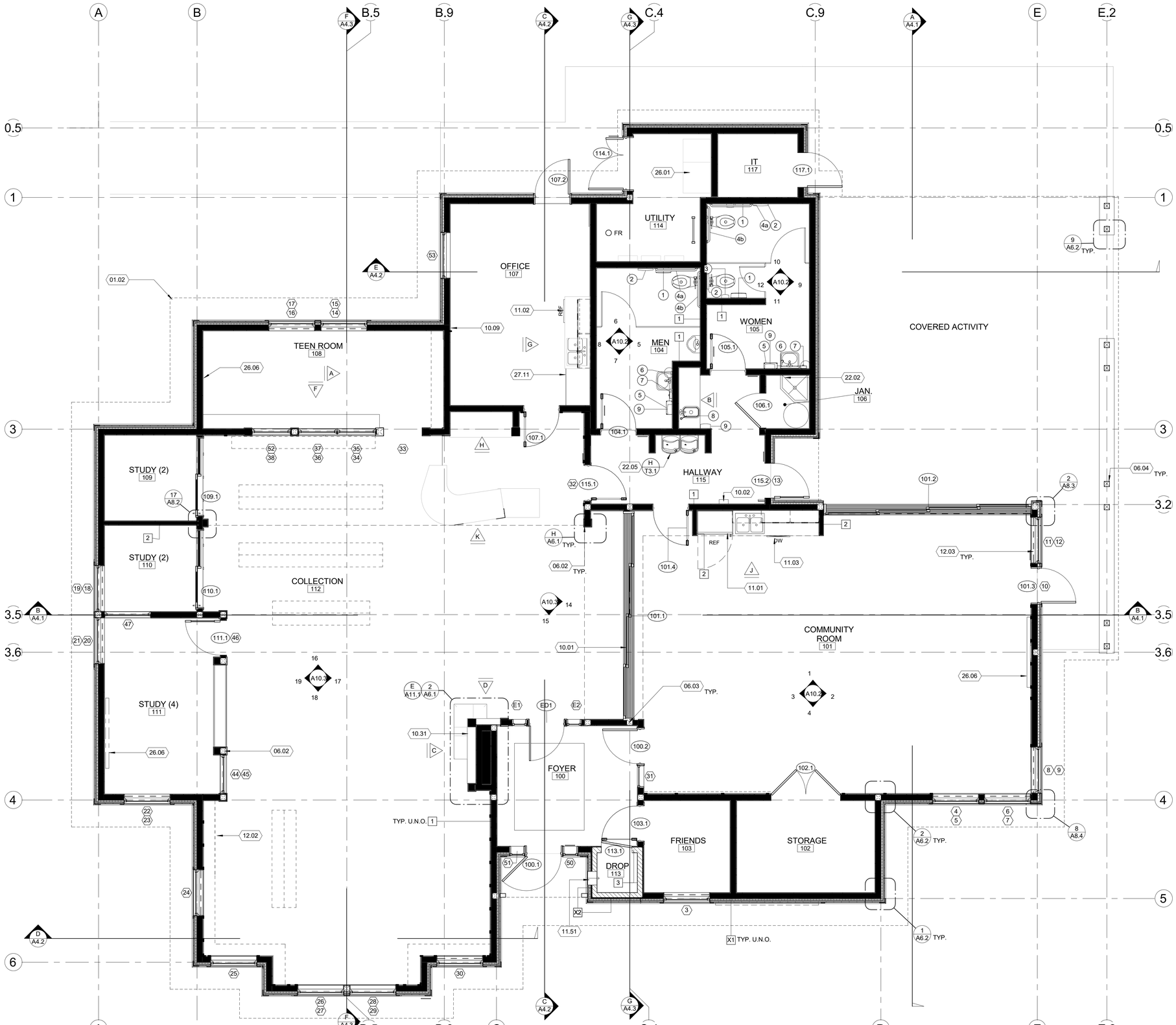
No.	DATE	REVISION
1	04.20.20	PERMIT APPLICATION

WMB PROJECT:
15-016

A1.1

[redacted]

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NOTATION FLOOR PLAN

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

LEGEND

- 1 — INTERIOR WALL TYPE - REF. SCHEDULE
- X2 — EXTERIOR WALL TYPE - REF. SCHEDULE
- FIRE RATED WALL.- REF. SCHEDULE
- 101.1 — DOOR NUMBER - REF. A8.1
- 1 — WINDOW NUMBER - REF. A8.2
- 1 — TOILET ACCESSORY
- ALIGN ADJACENT FINISH SURFACES

KEYNOTES

01.02	TRACE OF EAVE ABOVE.
06.02	TYPICAL WOOD POST, CASED. REFER TO INTERIOR ELEVATIONS.
06.03	STRUCTURAL WOOD COLUMN. REFER TO STRUCT. DWGS.
06.04	CASED WOOD PORCH COLUMN. REF. STRUCT. DWGS.
10.01	18'L x 8'H GLAZED OPERABLE PARTITION. REFER TO SPECIFICATIONS.
10.02	PORTABLE FIRE EXTINGUISHER IN FULLY-RECESSED CABINET W/ IDENTIFIER SIGN - CONFIRM LOCATION w/ FIRE MARSHALL PRIOR TO INSTALLATION
10.09	WHITEBOARD BY OWNER.
10.31	DIRECT VENT, SEALED GAS CORNER FIREPLACE.
11.01	FULL SIZE REFRIGERATOR BY OWNER.
11.02	UNDER-COUNTER REFRIGERATOR BY OWNER.
11.03	DISHWASHER. ADA COMPLIANT.
11.51	THRU-WALL BOOK/ITEM RETURN DEPOSITORY.
12.02	TRACE OF LIBRARY SHELVING. BY OWNER.
12.03	ROLLER SHADES, TYPICAL AT EXTERIOR WINDOWS.
22.02	WATER HEATER - REF. PLUMBING DWGS.
22.05	DRINKING FOUNTAIN. REF. PLUMBING DWGS.
26.01	MAIN ELECT. SERVICE & METER - REF. ELECTRICAL DWGS.
26.06	T.V. LOCATION. PROVIDE POWER/DATA/BACKING.
27.11	DATA RACK.

EXTERIOR WALL SCHEDULE

NO.	CORE	CORE INSUL.	CONT. INSUL.	WEATHER BARRIER	FINISH INT.	FINISH EXT.	F.R.
X1	2"x6" D.F. STUDS @ 24" O.C.	R-19 F.G. BATT	1.5" RIGID FOAM.	SHEATHING W/ INTEGRAL AIR AND MOISTURE BARRIER, TAPED	5/8" GYP. BD.	FIBER CEMENT SIDING OV/ VENTED RAINSCREEN	NONE
X2	2"x6" D.F. STUDS @ 24" O.C.	R-19 F.G. BATT	1.5" RIGID FOAM.	SHEATHING W/ INTEGRAL AIR AND MOISTURE BARRIER, TAPED	5/8" TYPE 'X' GYP. BD.	FIBER CEMENT SIDING OV/ VENTED RAINSCREEN	1 HR

INTERIOR WALL-PARTITION SCHEDULE

NO.	CORE	EXTENT	DETAIL HEAD	DETAIL SILL PLATE	INSUL.	WALL BOARD	F.R.
1	2"x6" D.F. STUDS @ 16" O.C.	CORE & INSULATION TO JOIST ABOVE. WALL BOARD TO CEILING ABOVE	C/A6.1	C/A6.1	SOUND INSUL.	5/8" GYP. BD. BOTH SIDES	NONE
2	2"x4" D.F. STUDS @ 16" O.C.	CORE & INSULATION TO JOIST ABOVE. WALL BOARD TO CEILING ABOVE	C/A6.1	C/A6.1	SOUND INSUL.	5/8" GYP. BD. BOTH SIDES	NONE
3	2"x6" D.F. STUDS @ 16" O.C.	CORE & INSULATION TO JOIST ABOVE. WALL BOARD TO CEILING ABOVE	D/A6.1	D/A6.1	SOUND INSUL.	5/8" TYPE 'X' GYP. BD. BOTH SIDES	1 HR

ACCESSORY SCHEDULE

NO.	ITEM	TYPE	MANUFACTURER	MODEL
1	Toilet Tissue Dispenser	Surface Mounted	TORK	T56
2	Toilet Seat Cover	Surface Mounted	BOBRICK	B-4221
3	Sanitary Napkin Disposal	Surface Mounted	BOBRICK	B-270
4a	Grab Bar	Surface Mounted	BOBRICK	B-6806 x 42
4b	Grab Bar	Surface Mounted	BOBRICK	B-6806 x 36
5	Waste Receptacle	Surface Mounted	BOBRICK	B-279
6	Frame Mirror	Surface Mounted	BOBRICK	B-165 1830
7	Soap Dispenser	Surface Mounted	BOBRICK	B-4112
8	SOAP DISPENSER	COUNTER-MOUNTED	BOBRICK	B-82216
9	PAPER TOWEL DISPENSER	Surface Mounted	PRO LINK	77279

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YOLO BRANCH LIBRARY

37750 Sacramento St
Yolo, CA 95697

NOTATION FLOOR PLAN

LICENSED ARCHITECT
DOUGLAS K. DAVIS
NO. C-26324
REN. 2-28-21
STATE OF CALIFORNIA

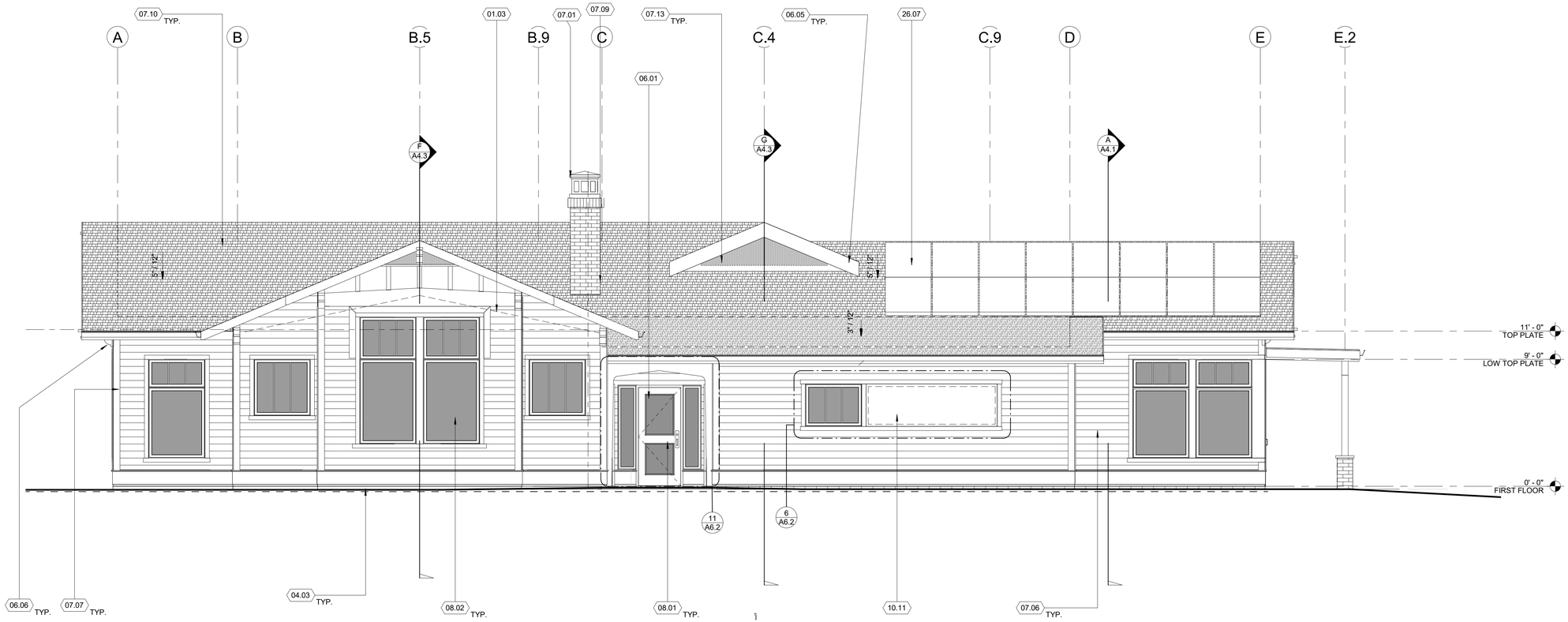
PUBLISH HISTORY:

No.	DATE	REVISION
	04.20.20	PERMIT APPLICATION

WMB PROJECT: 15-016

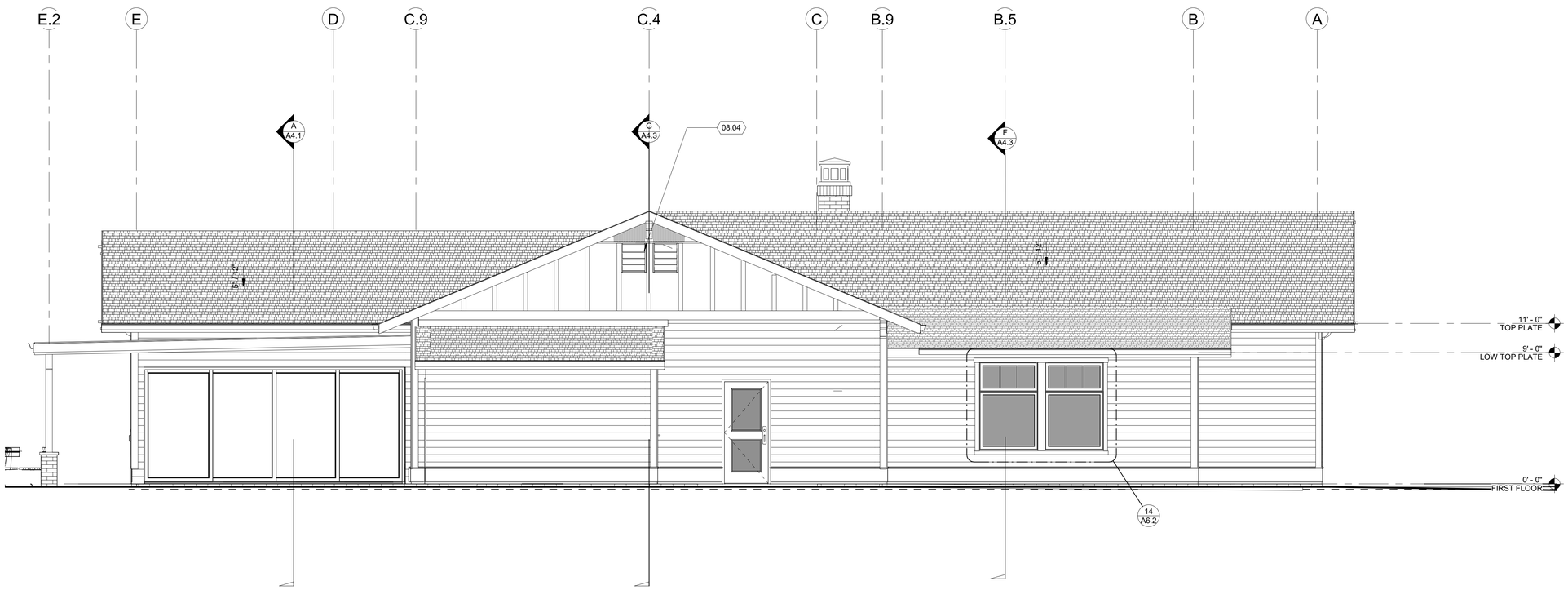
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SOUTH

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



NORTH

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

GENERAL NOTES:

1) KEYNOTES ARE TYPICAL FOR ALL ELEVATIONS

KEYNOTES

01.03	TRACE OF VAULTED CEILING BEYOND.
04.03	THIN BRICK VENEER ADHERED ov/ SCRATCH & BROWN PLASTER SYSTEM
06.01	DECORATIVE WOOD PORTAL FRAME, REFER TO ELEVATIONS.
06.05	PRIMED AND PAINTED WOOD FASCIA BOARD.
06.06	SHAPED WOOD BRACKET. PRIMED AND PAINTED.
07.01	PREFORMED PREFINISHED CHIMNEY SHROUD.
07.06	FIBER CEMENT SIDING RAINSCREEN. REFER TO SPECIFICATIONS & DETAILS.
07.07	NOM. 1X6 FIBER CEMENT CORNER TRIM. PAINT.
07.09	NOM. 1X4 FIBER CEMENT BATTENS OV/ FIBER CEMENT PANEL. PAINT.
07.10	COMPOSITION SHINGLE ROOF. REFER TO SPECIFICATIONS.
07.13	FAUX LOUVER. 1X FIBER CEMENT OV/ FIBER CEMENT PANEL. PAINT.
08.01	DOOR PER PLAN & SCHEDULE
08.02	WINDOW PER PLAN & SCHEDULE
08.04	PREFINISHED LOUVER. REF. MECH. DWGS.
10.11	SIGN AREA. FIBER CEMENT PANEL W/ NOM. 1/4 FIBER CEMENT TRIM.
26.07	PHOTOVOLTAIC PANELS. REF ELECT. DWGS.

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EXTERIOR ELEVATIONS

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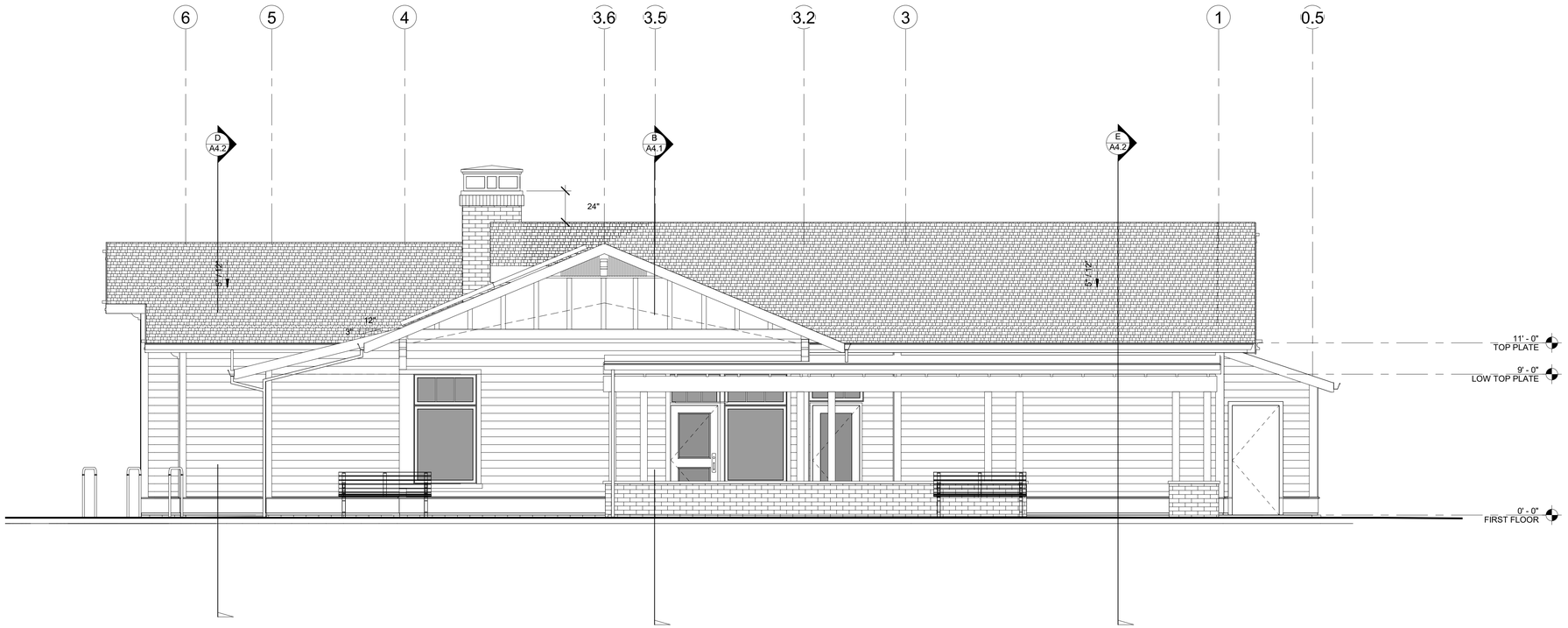
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WMB PROJECT:
15-016

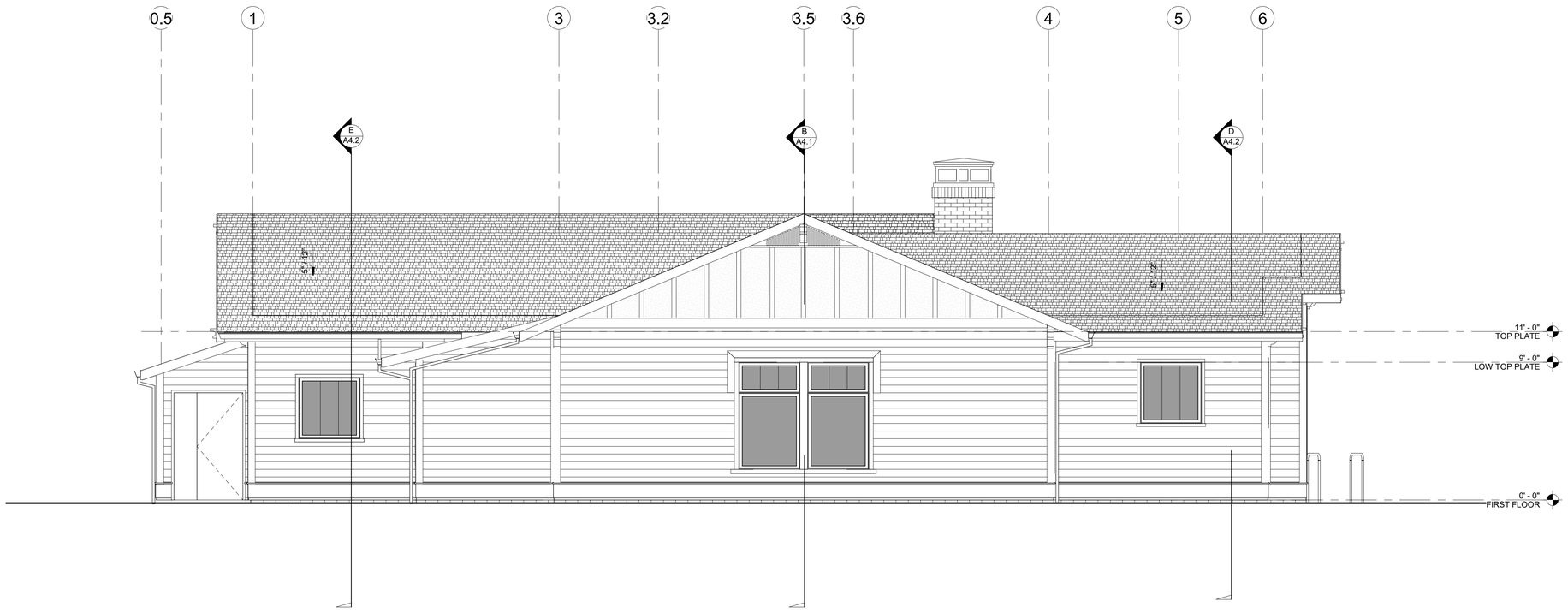
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EAST

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



WEST

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

GENERAL NOTES:

1) KEYNOTES ARE TYPICAL FOR ALL ELEVATIONS REFER TO A3.1

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EXTERIOR ELEVATIONS

LICENSED ARCHITECT
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STATE OF CALIFORNIA

PUBLISH HISTORY:

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	04.20.20	PERMIT APPLICATION

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15-016

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Yolo Branch Library Project Update

YOLO COUNTY LIBRARY

County of Yolo

JULY 2020

Project Summary

YOLO COUNTY LIBRARY

Current Library Services
Replace a 100-year old building that has major fire, safety, and environmental deficiencies, with a new library for the communities of Yolo, Dunnigan and Zamora.

New Facility
Provide 4,000 square feet of space with stable Wi-Fi, access to computers and technology resources, adult literacy tutoring, ESL programs, early childhood literacy programs, social activities for adults and seniors, as well as homework help for children and teens.

New Community Room
Will strengthen the library's role as a community gathering place and hub of civic engagement and education.

Space for library programs, meetings, classes and community services such as food distribution.

Project Objectives

YOLO COUNTY LIBRARY

The objectives for the new Yolo Branch Library:

- Incorporate the look, feel, character, and history of the existing Yolo Branch Library building and the Town of Yolo
- Provide programming flexibility
- Operate facility with a limited staff
- Upgrade and improve Yolo Branch Library services
- Expand the Yolo Branch Library's total book and media collections
- Provide a dedicated meeting room space for community use

Project Features

YOLO COUNTY LIBRARY

- Expanded book and media collections in English and Spanish
- Expanded public-use computer stations
- Efficient use of daylight, lighting, natural ventilation and heating, ventilation, and air conditioning systems
- A community meeting room for library programs, local meetings and gatherings
- Quiet spaces and study rooms
- Free Wi-Fi, public computers, copier and printer
- Easier access to library services in an ADA accessible building

Community Involvement

YOLO COUNTY LIBRARY

- County partnership with the Friends of the Yolo Branch Library
    - The Friends of the Yolo Branch Library support the Yolo Branch Library in its service to the communities of Dunnigan, Yolo, Zamora and the surrounding rural areas and work in concert with Yolo County Library staff to understand community needs, develop services to meet those needs, and build community engagement.
- Extensive community involvement from the beginning of this project
    - Surveyed our communities
    - Formed Community Advisory Group
    - Updated communities periodically
    - Held community forums at key decision points

Community Support

Goal - $150,000

Friends of the Yolo Branch Library - $40,000
Community - $110,000

Funds Raised – $121,850

Friends of the Yolo Branch Library - $31,000
Community - $90,850

Percentage Raised To Date – 81%



YOUR LIBRARY NEEDS YOU!
THE CAMPAIGN FOR A NEW YOLO BRANCH LIBRARY
A collaborative effort of the Friends of the Yolo Branch Library and the Yolo County Library

Project Design - Site

YOLO COUNTY LIBRARY



Project Design - Site



Project Features:

0.6 acre site

4000 s.f. new library building

Activity lawn

Picnic tables

Covered outdoor activity area

On-site accessible parking

New public sidewalk along 2nd St.

Project Design – Floor Plan



Project Features:
Flexible library space
Community Room (75)
Study rooms
Teen room
Fully accessible

Project Design - Exterior

YOLO COUNTY LIBRARY



Project Design - Interior

YOLO COUNTY LIBRARY



LIBRARY SPACE

Project Design - Interior

YOLO COUNTY LIBRARY



COMMUNITY ROOM

Project Design - Interior

YOLO COUNTY LIBRARY



SALVAGED ITEMS & INTERPRETIVE MATERIALS

YOLO COUNTY LIBRARY

Questions?

BOARD OF SUPERVISORS
Yolo County, California

Meeting Date: July 21, 2020 To: Library ✓

46. Approve Plans and Specifications for the Yolo Branch Library project. (No general fund impact) (Fink/Robledo)

JY, Lupita and Sharon Hallberg addressed the Board of Supervisors on this item.

Minute Order No. 20-90: Approved recommended action.

MOVED BY: Chamberlain / SECONDED BY: Saylor
AYES: Provenza, Chamberlain, Villegas, Saylor, Sandy.
NOES: None.
ABSTAIN: None.
ABSENT: None.

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-General Government 46.

Board of Supervisors **Library**

Meeting Date: 07/21/2020

Brief Title: Yolo Library Project Design

From: Mark Fink, County Librarian & Chief Archivist, Library

Staff Contact: Connie Robledo, Associate Management Analyst, County Administrator's Office, x5776

Subject

Approve Plans and Specifications for the Yolo Branch Library project. (No general fund impact) (Fink/Robledo)

Recommended Action

Approve Plans and Specifications for the Yolo Branch Library project and authorize the Friends of the Yolo Branch Library of Yolo to accept reclaimed items from the old building, sell them, and donate the proceeds to enhance the new Yolo Branch Library's facilities and services.

Strategic Plan Goal(s)

Thriving Residents

Reason for Recommended Action/Background

The Yolo Branch Library building is over 100 years old and serves the unincorporated communities of Yolo, Dunnigan, and Zamora. In 2018 this building was condemned due to structural and other concerns, and the Library began operating out of a temporary modular building placed at the site. In 2017 this project was given approval to move forward with an Environmental Impact Report (EIR) and preparation of the building design. The EIR was completed and certified in 2018. Today, staff requests the Board approve the final project design plans and specifications for a new Yolo Branch Library Building. The plans and specifications are on file with the Clerk of the Board. Select drawings and renderings are included with this staff report. A Notice of Determination, pursuant to the California Environmental Quality Act (CEQA) process, will be filed upon approval of the design.

Project Design

The Yolo Branch Library was constructed in 1918 and is a historical resource listed on the National Register of Historic Places. For this reason, the library is making a concerted effort to ensure the historic nature – the “look and feel” of the existing Yolo Branch Library building – is brought into the planning and design of the proposed New Yolo Branch Library Building Project. The conceptual design is based on the Branch library’s program goals and certain design concepts that guide both the form and function of the proposed new building. To date, the County has developed a list of character defining features which include both architectural and experiential features associated with the existing, historic Yolo Branch Library building.

The front of the new Yolo Branch Library building would have concrete pedestrian paths, bordered by decomposed granite paths and low-impact / drought tolerant ornamental planters (Attachment A). An activity lawn will be located to the north of the building. Pedestrian access would be provided via a walkway from Sacramento Street to the library's main entrance door, which also faces Sacramento Street. Vehicular access would utilize a driveway entrance from Sacramento Street near the southwest corner of the project area which provides a one-way circulation pattern around the western and northern perimeters of the site, ultimately exiting through a driveway at 2nd Street on the northeast corner of the project area. A total of five parking spaces would be provided (including one ADA compliant space) along the western property boundary and to the west of the proposed new library building. An informal, gravel paved parking area would also be provided along the access route near the northwest corner of the proposed project area.

The interior property lines will be landscaped with native plants and trees, and ornamental shrubs and plantings will also be planted on the site. The project includes perimeter planters and a bioswale in the northwest corner of the site to detain and treat stormwater runoff to ensure the project area maintains pre-development rates and volumes of stormwater runoff.

The new facility will upgrade and improve existing Yolo Branch Library services such as expanding the existing book and media collections, increasing the number of public use computer stations, creating study rooms and distinct user group areas for children/family, teens and adults, expanding staff workspace areas, offering a covered outdoor activity area, seating, picnic areas and activity lawn and providing a dedicated meeting room for joint use by library programs and the community.

Staff recommends that the Board approve the Yolo Branch Library's project design and authorize the Friends of the Yolo Branch Library of Yolo to accept reclaimed items from the old building, sell them, and donate the proceeds to enhance the new Yolo Branch Library's facilities and services. This action will allow the project to proceed to construction of the new Yolo Branch Library as soon as project funding is confirmed.

Collaborations (including Board advisory groups and external partner agencies)

The Yolo Branch Library construction project has been a coordinated effort by staff from the CAO's office, Library staff, and the Friends of the Yolo Branch Library of Yolo. Library staff and the lead architect from WMB Architects have participated in multiple meetings with the Friends and the Yolo Community Advisory Group to obtain input on the community's needs and priorities for the new Yolo Branch Library. The General Services Department has also been heavily involved with the Yolo Branch Library construction project.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	
Amount budgeted for expenditure	
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. New Yolo Branch Library Renderings
Att. B. Select Drawings
Att. C. Presentation

Form Review

Inbox	Reviewed By	Date
Mark Fink	Mark Fink	06/21/2020 01:48 PM
Mindi Nunes	Mindi Nunes	06/22/2020 09:23 AM
Patrick Blacklock	Patrick Blacklock	06/25/2020 07:47 AM
Mark Fink	Mark Fink	06/25/2020 11:28 AM
Phil Pogledich	Phil Pogledich	07/01/2020 01:40 PM
Elisa Sabatini	Elisa Sabatini	07/01/2020 02:43 PM
Mindi Nunes	Mindi Nunes	07/14/2020 09:07 AM
Form Started By: Constance Robledo		Started On: 06/11/2020 11:44 AM
Final Approval Date: 07/14/2020		

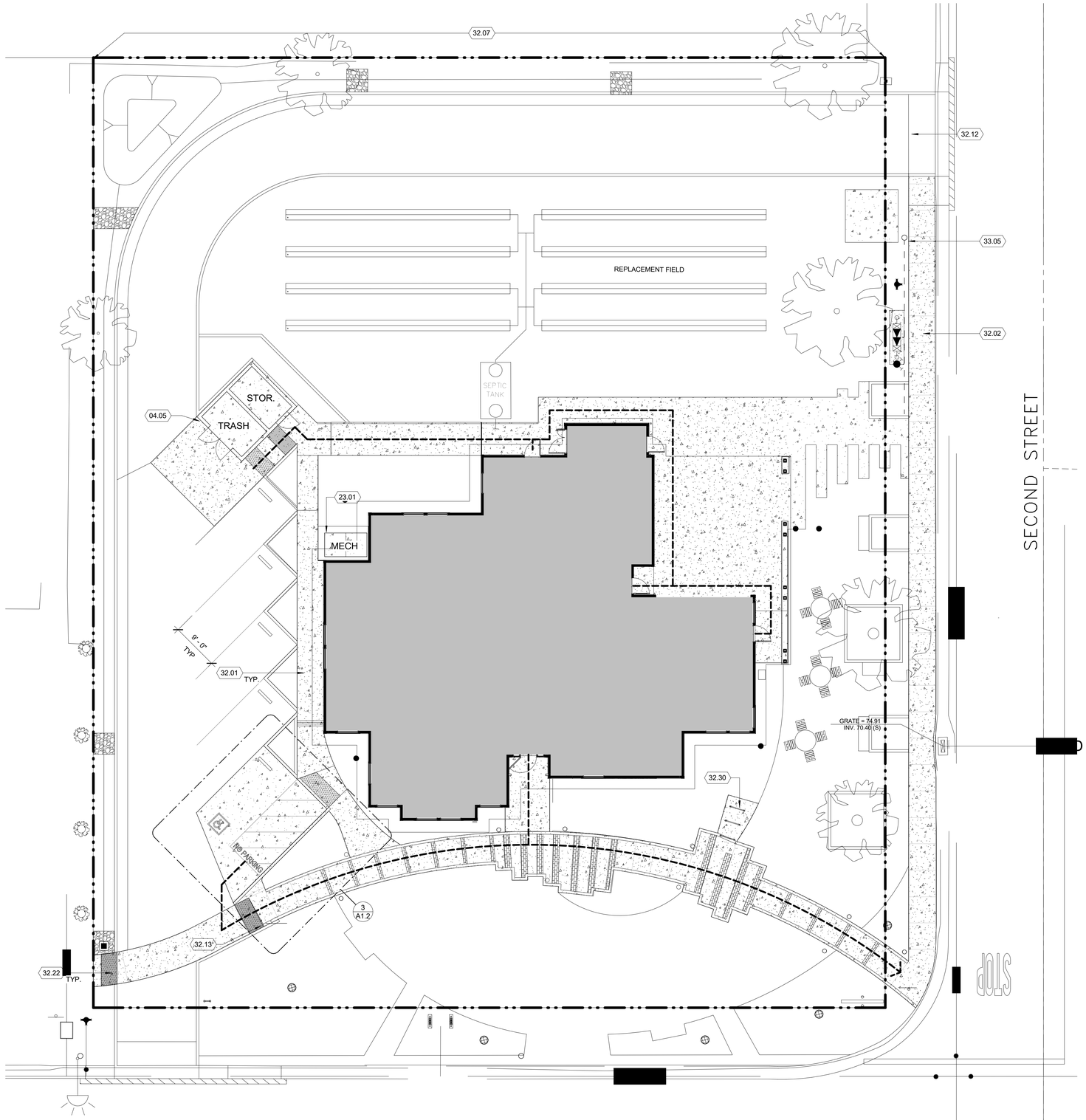
Updated Reading Room (WMB Architects)



Exterior Rendering (WMB Architects)



Att. B



SITE PLAN
SCALE: 1" = 10'-0"

KEYNOTES

04.05	CONCRETE MASONRY TRASH AND SITE STORAGE ENCLOSURE.
23.01	HVAC EQUIPMENT - REF. MECH. DWGS.
32.01	CONCRETE PAVING w/ CONTROL JTS. @ 5'-0" O.C. MAX, U.O.N. - REF. CIVIL DWGS.
32.02	FRONTAGE IMPROVEMENTS. REF. CIVIL DWGS.
32.07	NEW 6'-0" HGH WD FENCING.
32.12	DRIVEWAY. REF. CIVIL. DWGS.
32.13	CURB RAMP w/ DETECTABLE WARNINGS.
32.22	DETECTABLE WARNING SURFACE.
32.30	BIKE RACK - REF. LANDSCAPE DWGS.
33.05	(E) UTILITY POLE.

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YOLO BRANCH
LIBRARY

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SITE PLAN

LICENSED ARCHITECT
DOUGLAS K. DAVIS
NO. C-26324
REN. 2-28-21
STATE OF CALIFORNIA

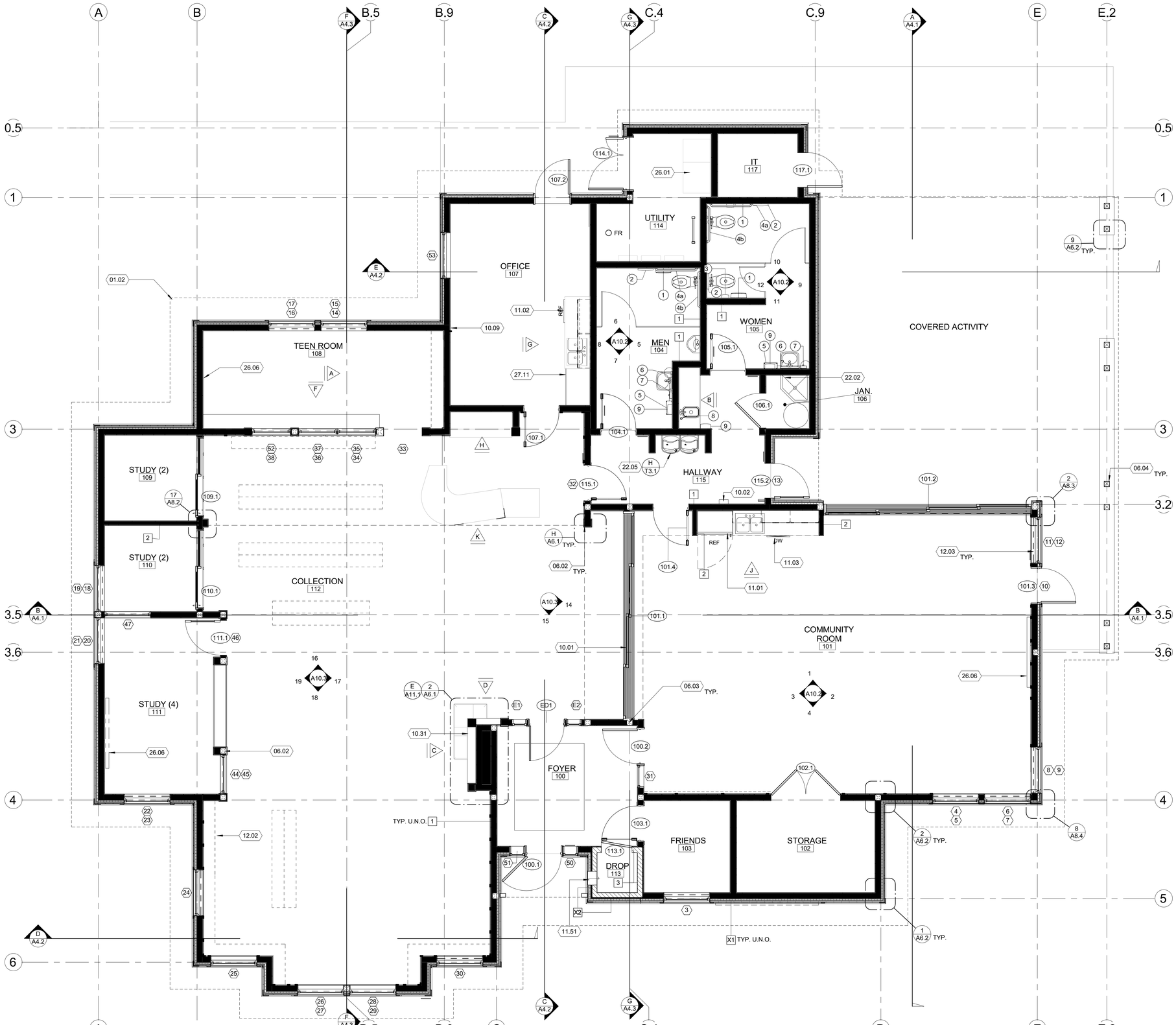
PUBLISH HISTORY:

No.	DATE	REVISION
1	04.20.20	PERMIT APPLICATION

WMB PROJECT:
15-016

A1.1

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NOTATION FLOOR PLAN

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

LEGEND

- 1 — INTERIOR WALL TYPE - REF. SCHEDULE
- X2 — EXTERIOR WALL TYPE - REF. SCHEDULE
- FIRE RATED WALL.- REF. SCHEDULE
- 101.1 — DOOR NUMBER - REF. A8.1
- 1 — WINDOW NUMBER - REF. A8.2
- 1 — TOILET ACCESSORY
- ALIGN ADJACENT FINISH SURFACES

KEYNOTES

01.02	TRACE OF EAVE ABOVE.
06.02	TYPICAL WOOD POST, CASED. REFER TO INTERIOR ELEVATIONS.
06.03	STRUCTURAL WOOD COLUMN. REFER TO STRUCT. DWGS.
06.04	CASED WOOD PORCH COLUMN. REF. STRUCT. DWGS.
10.01	18'L x 8'H GLAZED OPERABLE PARTITION. REFER TO SPECIFICATIONS.
10.02	PORTABLE FIRE EXTINGUISHER IN FULLY-RECESSED CABINET W/ IDENTIFIER SIGN - CONFIRM LOCATION w/ FIRE MARSHALL PRIOR TO INSTALLATION
10.09	WHITEBOARD BY OWNER.
10.31	DIRECT VENT, SEALED GAS CORNER FIREPLACE.
11.01	FULL SIZE REFRIGERATOR BY OWNER.
11.02	UNDER-COUNTER REFRIGERATOR BY OWNER.
11.03	DISHWASHER. ADA COMPLIANT.
11.51	THRU-WALL BOOK/ITEM RETURN DEPOSITORY.
12.02	TRACE OF LIBRARY SHELVING. BY OWNER.
12.03	ROLLER SHADES, TYPICAL AT EXTERIOR WINDOWS.
22.02	WATER HEATER - REF. PLUMBING DWGS.
22.05	DRINKING FOUNTAIN. REF. PLUMBING DWGS.
26.01	MAIN ELECT. SERVICE & METER - REF. ELECTRICAL DWGS.
26.06	T.V. LOCATION. PROVIDE POWER/DATA/BACKING.
27.11	DATA RACK.

EXTERIOR WALL SCHEDULE

NO.	CORE	CORE INSUL.	CONT. INSUL.	WEATHER BARRIER	FINISH INT.	FINISH EXT.	F.R.
X1	2"x6" D.F. STUDS @ 24" O.C.	R-19 F.G. BATT	1.5" RIGID FOAM.	SHEATHING W/ INTEGRAL AIR AND MOISTURE BARRIER, TAPED	5/8" GYP. BD.	FIBER CEMENT SIDING OV/ VENTED RAINSCREEN	NONE
X2	2"x6" D.F. STUDS @ 24" O.C.	R-19 F.G. BATT	1.5" RIGID FOAM.	SHEATHING W/ INTEGRAL AIR AND MOISTURE BARRIER, TAPED	5/8" TYPE 'X' GYP. BD.	FIBER CEMENT SIDING OV/ VENTED RAINSCREEN	1 HR

INTERIOR WALL-PARTITION SCHEDULE

NO.	CORE	EXTENT	DETAIL HEAD	DETAIL SILL PLATE	INSUL.	WALL BOARD	F.R.
1	2"x6" D.F. STUDS @ 16" O.C.	CORE & INSULATION TO JOIST ABOVE. WALL BOARD TO CEILING ABOVE	C/A6.1	C/A6.1	SOUND INSUL.	5/8" GYP. BD. BOTH SIDES	NONE
2	2"x4" D.F. STUDS @ 16" O.C.	CORE & INSULATION TO JOIST ABOVE. WALL BOARD TO CEILING ABOVE	C/A6.1	C/A6.1	SOUND INSUL.	5/8" GYP. BD. BOTH SIDES	NONE
3	2"x6" D.F. STUDS @ 16" O.C.	CORE & INSULATION TO JOIST ABOVE. WALL BOARD TO CEILING ABOVE	D/A6.1	D/A6.1	SOUND INSUL.	5/8" TYPE 'X' GYP. BD. BOTH SIDES	1 HR

ACCESSORY SCHEDULE

NO.	ITEM	TYPE	MANUFACTURER	MODEL
1	Toilet Tissue Dispenser	Surface Mounted	TORK	T56
2	Toilet Seat Cover	Surface Mounted	BOBRICK	B-4221
3	Sanitary Napkin Disposal	Surface Mounted	BOBRICK	B-270
4a	Grab Bar	Surface Mounted	BOBRICK	B-6806 x 42
4b	Grab Bar	Surface Mounted	BOBRICK	B-6806 x 36
5	Waste Receptacle	Surface Mounted	BOBRICK	B-279
6	Frame Mirror	Surface Mounted	BOBRICK	B-165 1830
7	Soap Dispenser	Surface Mounted	BOBRICK	B-4112
8	SOAP DISPENSER	COUNTER-MOUNTED	BOBRICK	B-82216
9	PAPER TOWEL DISPENSER	Surface Mounted	PRO LINK	77279

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YOLO BRANCH LIBRARY

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Yolo, CA 95697

NOTATION FLOOR PLAN

LICENSED ARCHITECT
DOUGLAS K. DAVIS
NO. C-26324
REN. 2-28-21
STATE OF CALIFORNIA

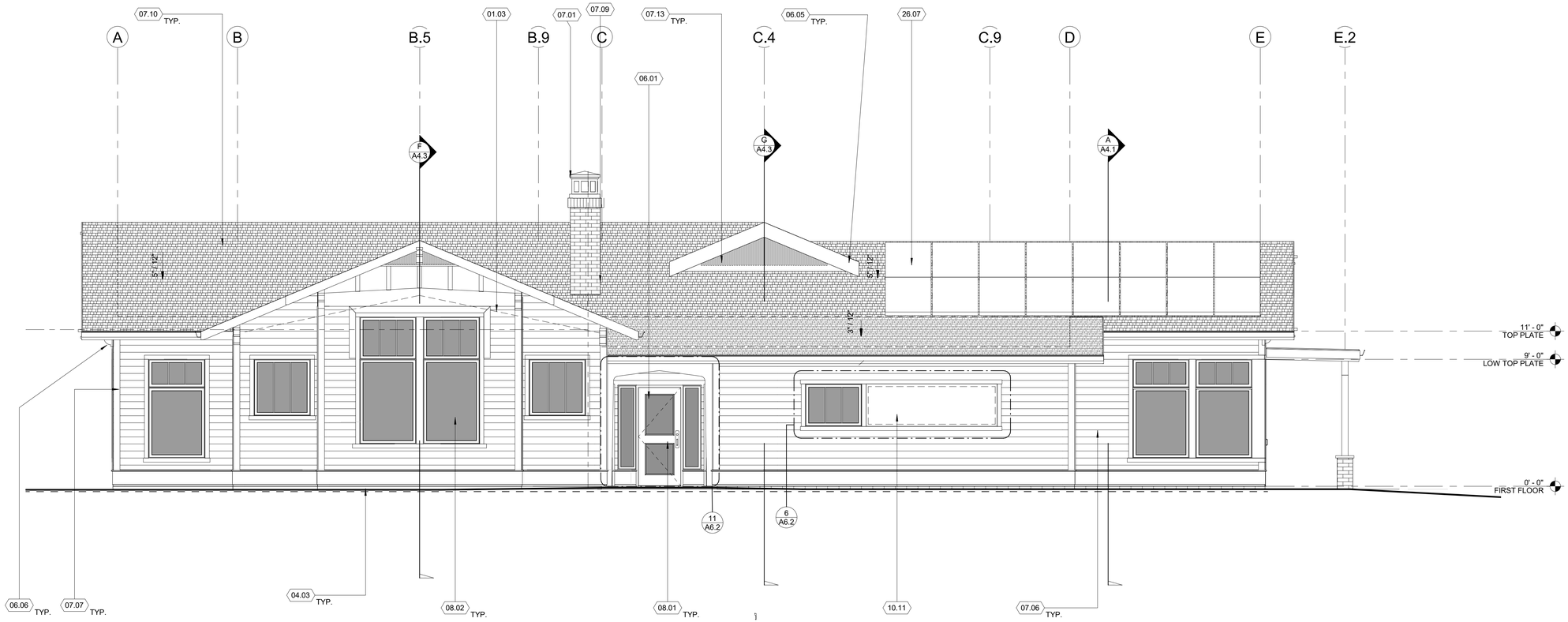
PUBLISH HISTORY:

No.	DATE	REVISION
	04.20.20	PERMIT APPLICATION

WMB PROJECT: 15-016

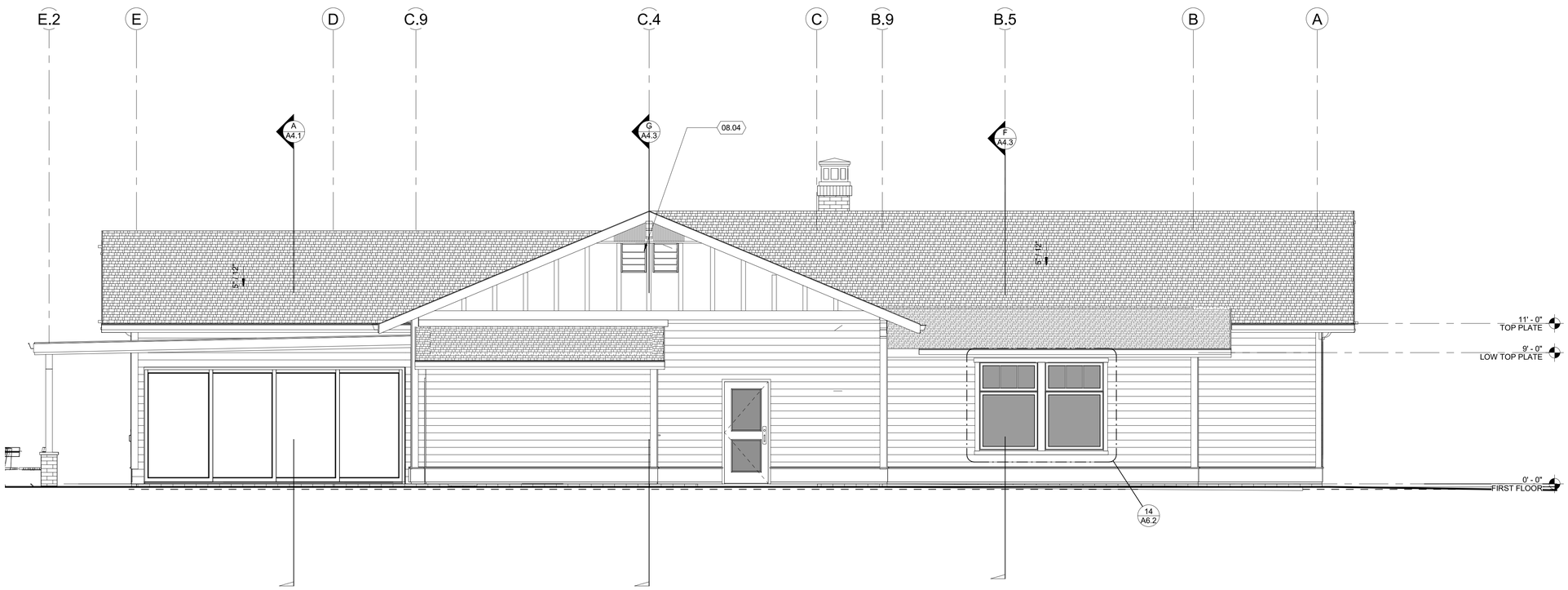
A2.2

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SOUTH

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



NORTH

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

GENERAL NOTES:

1) KEYNOTES ARE TYPICAL FOR ALL ELEVATIONS

KEYNOTES

01.03	TRACE OF VAULTED CEILING BEYOND.
04.03	THIN BRICK VENEER ADHERED ov/ SCRATCH & BROWN PLASTER SYSTEM
06.01	DECORATIVE WOOD PORTAL FRAME, REFER TO ELEVATIONS.
06.05	PRIMED AND PAINTED WOOD FASCIA BOARD.
06.06	SHAPED WOOD BRACKET. PRIMED AND PAINTED.
07.01	PREFORMED PREFINISHED CHIMNEY SHROUD.
07.06	FIBER CEMENT SIDING RAINSCREEN. REFER TO SPECIFICATIONS & DETAILS.
07.07	NOM. 1X6 FIBER CEMENT CORNER TRIM. PAINT.
07.09	NOM. 1X4 FIBER CEMENT BATTENS OV/ FIBER CEMENT PANEL. PAINT.
07.10	COMPOSITION SHINGLE ROOF. REFER TO SPECIFICATIONS.
07.13	FAUX LOUVER. 1X FIBER CEMENT OV/ FIBER CEMENT PANEL. PAINT.
08.01	DOOR PER PLAN & SCHEDULE
08.02	WINDOW PER PLAN & SCHEDULE
08.04	PREFINISHED LOUVER. REF. MECH. DWGS.
10.11	SIGN AREA. FIBER CEMENT PANEL W/ NOM. 1/4 FIBER CEMENT TRIM.
26.07	PHOTOVOLTAIC PANELS. REF ELECT. DWGS.

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EXTERIOR ELEVATIONS

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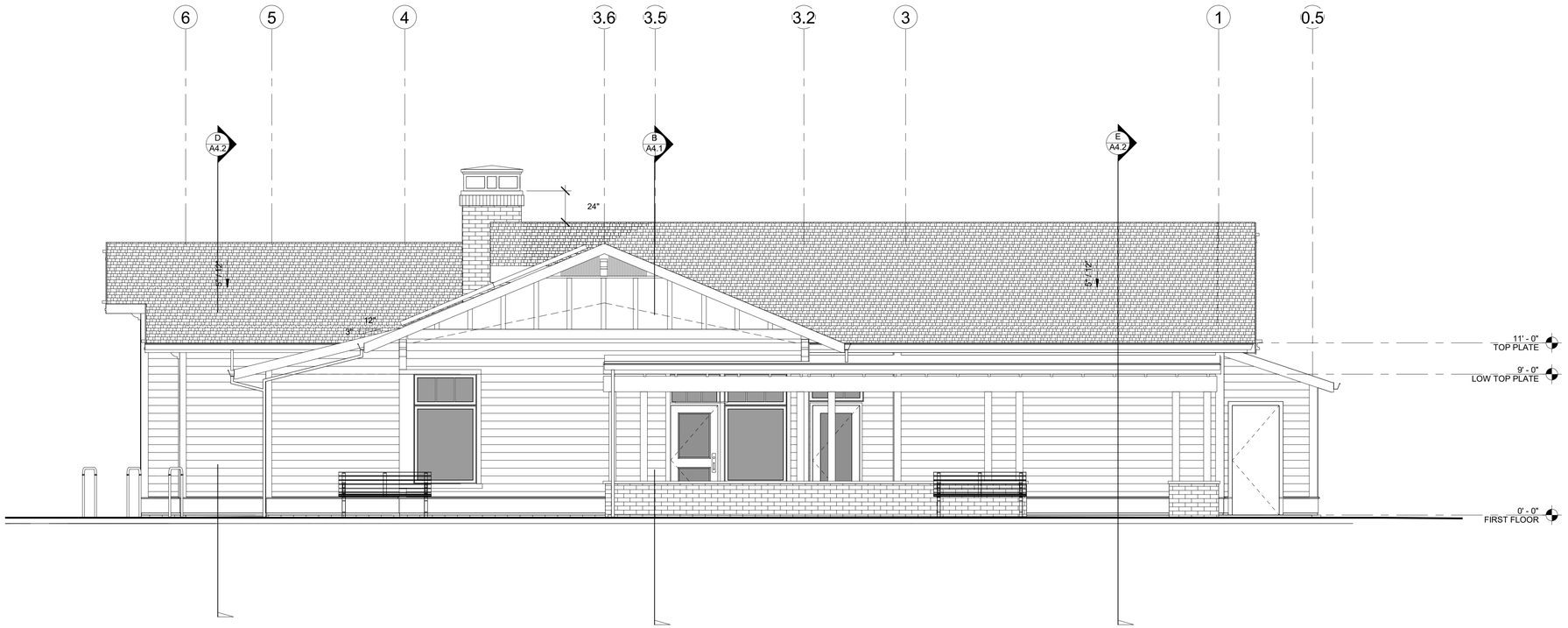
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WMB PROJECT:
15-016

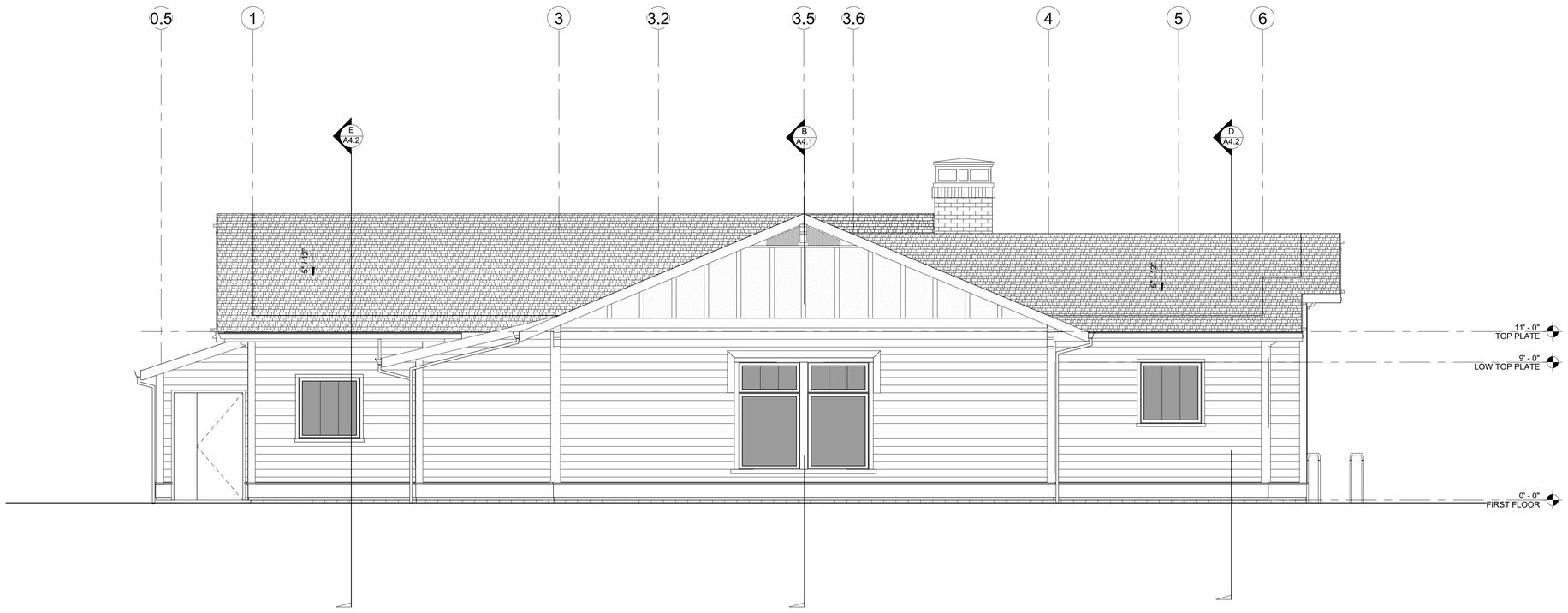
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EAST

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



WEST

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

GENERAL NOTES:

1) KEYNOTES ARE TYPICAL FOR ALL ELEVATIONS REFER TO A3.1

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EXTERIOR ELEVATIONS

LICENSED ARCHITECT
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NO. C 36324
REN. 2-28-21
STATE OF CALIFORNIA

PUBLISH HISTORY:

NO.	DATE	REVISION
	04.20.20	PERMIT APPLICATION

WMB PROJECT:
15-016

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Yolo Branch Library Project Update

YOLO COUNTY LIBRARY

EDUCATION · AGRICULTURE · INDUSTRY
County of Yolo
Founded 1850

JULY 2020

Project Summary

YOLO COUNTY LIBRARY

Current Library Services
Replace a 100-year old building that has major fire, safety, and environmental deficiencies, with a new library for the communities of Yolo, Dunnigan and Zamora.

New Facility
Provide 4,000 square feet of space with stable Wi-Fi, access to computers and technology resources, adult literacy tutoring, ESL programs, early childhood literacy programs, social activities for adults and seniors, as well as homework help for children and teens.

New Community Room
Will strengthen the library's role as a community gathering place and hub of civic engagement and education.

Space for library programs, meetings, classes and community services such as food distribution.

Project Objectives

YOLO COUNTY LIBRARY

The objectives for the new Yolo Branch Library:

- Incorporate the look, feel, character, and history of the existing Yolo Branch Library building and the Town of Yolo
- Provide programming flexibility
- Operate facility with a limited staff
- Upgrade and improve Yolo Branch Library services
- Expand the Yolo Branch Library's total book and media collections
- Provide a dedicated meeting room space for community use

Project Features

YOLO COUNTY LIBRARY

- Expanded book and media collections in English and Spanish
- Expanded public-use computer stations
- Efficient use of daylight, lighting, natural ventilation and heating, ventilation, and air conditioning systems
- A community meeting room for library programs, local meetings and gatherings
- Quiet spaces and study rooms
- Free Wi-Fi, public computers, copier and printer
- Easier access to library services in an ADA accessible building

Community Involvement

YOLO COUNTY LIBRARY

- County partnership with the Friends of the Yolo Branch Library
    - The Friends of the Yolo Branch Library support the Yolo Branch Library in its service to the communities of Dunnigan, Yolo, Zamora and the surrounding rural areas and work in concert with Yolo County Library staff to understand community needs, develop services to meet those needs, and build community engagement.
- Extensive community involvement from the beginning of this project
    - Surveyed our communities
    - Formed Community Advisory Group
    - Updated communities periodically
    - Held community forums at key decision points

Community Support

Goal - $150,000

Friends of the Yolo Branch Library - $40,000
Community - $110,000

Funds Raised – $121,850

Friends of the Yolo Branch Library - $31,000
Community - $90,850

Percentage Raised To Date – 81%



YOUR LIBRARY NEEDS YOU!
THE CAMPAIGN FOR A NEW YOLO BRANCH LIBRARY
A collaborative effort of the Friends of the Yolo Branch Library and the Yolo County Library

Project Design - Site

YOLO COUNTY LIBRARY



Project Design - Site



Project Features:

0.6 acre site

4000 s.f. new library building

Activity lawn

Picnic tables

Covered outdoor activity area

On-site accessible parking

New public sidewalk along 2nd St.

Project Design – Floor Plan



Project Features:
Flexible library space
Community Room (75)
Study rooms
Teen room
Fully accessible

Project Design - Exterior

YOLO COUNTY LIBRARY



Project Design - Interior

YOLO COUNTY LIBRARY



LIBRARY SPACE

Project Design - Interior

YOLO COUNTY LIBRARY



COMMUNITY ROOM

Project Design - Interior

YOLO COUNTY LIBRARY



SALVAGED ITEMS & INTERPRETIVE MATERIALS

YOLO COUNTY LIBRARY

Questions?

BOARD OF SUPERVISORS
Yolo County, California

To: Library ✓
Fin. Svcs. ✓

CONSENT CALENDAR
Excerpt of Minute Order No. 20-106 Item No. 15, of the Board of Supervisors' meeting of September 1, 2020.

MOTION: Saylor. SECOND: Provenza. AYES: Provenza, Chamberlain, Villegas, Saylor, Sandy.

15. Adopt budget resolution appropriating funds for the Yolo Branch Library construction project in the amount of $219,539. (No general fund impact) (Fink/Yarris)

Approved **Budget Resolution No. 20-61.07** on Consent.

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 15.

Board of Supervisors **Library**

Meeting Date: 09/01/2020

Brief Title: Approve Budget Revision

From: Mark Fink, County Librarian & Chief Archivist, Library

Staff Contact: Meredith Beales, Fiscal Administrative Officer, Library, x8085

Subject

Adopt budget resolution appropriating funds for the Yolo Branch Library construction project in the amount of $219,539. (No general fund impact) (Fink/Yarris)

Recommended Action

Adopt budget resolution appropriating funds for the Yolo Branch Library construction project in the amount of $219,539.

Strategic Plan Goal(s)

Thriving Residents

Reason for Recommended Action/Background

The existing Yolo Branch Library building, originally constructed in 1918, requires replacement for a number of reasons, including structural issues, code compliance, and ADA compliance. Library services were moved into a leased on-site portable building in January 2018, and will continue there until a new building is constructed. The new building will be approximately 3,900 square feet and will contain study rooms, a community room, and a covered outdoor area. The environmental impact report was certified in November 2018, and WMB Architects subsequently began work on the schematic design and construction documents. Due to delays in the project timeline, unspent appropriations from fiscal year 2019-2020 need to be appropriated for work occurring in fiscal year 2020-2021, including salvage, demolition, site monitoring, septic removal, permitting, design, and project management.

Collaborations (including Board advisory groups and external partner agencies)

The Yolo Branch Library construction project has been a coordinated effort by staff from the County Administrator's Office, Library staff, and the Friends of the Yolo Branch Library of Yolo. Library staff and the lead architect from WMB Architects have participated in multiple meetings with the Friends and the Yolo Community Advisory Group to obtain input on the community's needs and priorities for the new Yolo Branch Library. The General Services Department has also been heavily involved with the Yolo Branch Library construction project.

Competitive Bid Process

Not applicable.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$219,539
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$219,539
One-time commitment	Yes

Source of Funds for this Expenditure	
Yolo Library CPF	$219,539

Attachments

Att. A. Budget Resolution

Form Review

Inbox	Reviewed By	Date
Mark Fink	Mark Fink	08/17/2020 11:35 AM
Financial Services	Shelby Milliren	08/17/2020 01:03 PM
County Counsel	Hope Welton	08/20/2020 09:14 AM
Constance Robledo	Constance Robledo	08/24/2020 09:30 PM

Form Started By: Meredith Beales Started On: 08/10/2020 05:03 PM

Final Approval Date: 08/24/2020

FILED

SEP 04 2020

BY Lupita Ramirez
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 20-61.07

A Resolution Increasing the Fiscal Year 2020-2021 Yolo Library Capital Project Fund Budget by $219,539 for Delayed Project Work

WHEREAS, the County has been working on the replacement of the Yolo Branch Library for several years; and

WHEREAS, certain aspects of the project expected to occur in fiscal year 2019-2020 were delayed until fiscal year 2020-2021, including salvage, demolition, site monitoring, septic removal, project design, and project management costs; and

WHEREAS, funds were appropriated for the abovementioned tasks in fiscal year 2019-2020 and were unspent at the end of fiscal year 2019-2020; and

WHEREAS, said funds were not included in the appropriations of the Yolo Library Capital Project Fund Budget for fiscal year 2020-2021; and

WHEREAS, Section 29125 of the Government Code provides for the appropriation of these funds by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The foregoing recitals are true and correct.

2. The Chief Financial Officer is authorized and directed to amend the budget for fiscal year 2020-2021 as follows:

Level Group 3601-11-1354 YOLO LIBRARY CPF

Current Appropriations	$ 0
Increase: Services & Supplies	$100,000
Increase: Capital Assets	$119,539
Total Amended Appropriations	$219,539
Current Revenue and Use of Fund Balance	$ 0
Increase: Use of Fund Balance	$219,539
Total Amended Revenue and Use of Fund Balance	$219,539

PASSED AND ADOPTED by the Yolo County Board of Supervisors this 1st day of September 2020, by the following vote:

AYES: Provenza, Chamberlain, Villegas, Saylor, Sandy.
NOES: None.
ABSENT: None.
ABSTAIN: None.

Gary Sandy, Chair
Yolo County Board of Supervisors

Attest: Julie Dachtler, Deputy Clerk
Yolo County Board of Supervisors

By: Lupita Ramirez
Deputy (Seal)

Approved as to Form:

Philip J. Pogledich, County Counsel

BOARD OF SUPERVISORS
Yolo County, California

Date: December 15, 2020

To: CAO ✓
Library ✓
Fin. Svcs. ✓

51. Approve funding for Yolo Branch Library Replacement and adopt budget resolution appropriating $750,000 in additional funding for 2020-21; and authorize staff to proceed with bids for construction. (No general fund impact) (4/5 vote required) (Nunes/Fink)

Lupita and Sharon Hallberg addressed the Board of Supervisors on this item.

Minute Order No. 20-168: Approved recommended action by Budget **Resolution No. 20-107.15**.

MOVED BY: Chamberlain / SECONDED BY: Saylor
AYES: Provenza, Chamberlain, Villegas, Saylor, Sandy.
NOES: None.
ABSTAIN: None.
ABSENT: None.

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-General Government 51.

Board of Supervisors **County Administrator**

Meeting Date: 12/15/2020

Brief Title: Approve Funding for Yolo Library Replacement

From: Mindi Nunes, Assistant County Administrator, CAO/Mark Fink, County Librarian, Library

Staff Contact: Mindi Nunes, Assistant County Administrator, County Administrator's Office, x8426

Subject

Approve funding for Yolo Branch Library Replacement and adopt budget resolution appropriating $750,000 in additional funding for 2020-21; and authorize staff to proceed with bids for construction. (No general fund impact) (4/5 vote required) (Nunes/Fink)

Recommended Action

Approve funding for Yolo Branch Library Replacement and adopt budget resolution appropriating $750,000 in additional funding for fiscal year 2020-21; and authorize staff to proceed with soliciting bids for construction of the project.

Strategic Plan Goal(s)

Thriving Residents

Reason for Recommended Action/Background

The County has been working on the replacement of the Yolo Branch Library for several years. The architect drawings are complete as well as 95% construction documents and environmental impact work. The Board previously approved a preliminary budget of $4,900,000 in order to ensure project costs are in line with Board funding expectations.

The facility is in need of replacement and in order to fully fund a new building, the County and the Yolo Friends of the Library have been actively seeking a variety of funding sources including a Community Development Block Grant (CDBG), fundraising and participation from other County funds. The current building is 100 years old and can no longer adequately serve the community. A new library in Yolo will ensure the communities of Dunnigan, Yolo, and Zamora have access to library and information services as well as a community gathering space.

The current round of CDBG grant funding was issued on a first come, first served basis for shovel ready projects. The Department of Housing and Community Development (HCD) who administers the grant, received $73,810,399 in funding requests and funded $23,000,000 in the first round. HCD has indicated that they will use this existing list for the next round of funding expected in January. Unfortunately, Yolo is second to the last on the existing list. Therefore it is highly unlikely the project will receive a CDBG grant in the near future and thus staff recommends proceeding with the project absent grant funding.

The Department of Financial Services has identified available funding for continuing the project. The table below identifies the source of funds for $3,900,000 of project costs. This leaves a gap of the total $4,900,000 budget of $1,000,000 for which the County will continue to seek donations and/or grant funding.

Remaining Funding Source Components

Funding Source	Prev Funding	New Funding	Total Funding
Capital Improvement Reserve (General Fund)	$289,800	$ 123,655	$413,455
Accumulated Capital Outlay	$551,987	$ 884,558	$1,436,545
Library Operating Fund		$ 600,000	$600,000
Friends of the Library Fundraising		$ 150,000	$150,000
Development Impact Fee - Library	$300,000	$1,000,000	$1,300,000
Total Identified Funding	$1,141,787	**$ 2,758,213**	**$3,900,000**
Budget			**$4,900,000**
GAP to be funded through donations			**($1,000,000)**

If the donation funding target is not met, the County would provide gap funding from one or more of the following funds:

- CIP Reserve
- 2017 CIP Bond Issuance
- Accumulated Capital Outlay Fund
- Additional Development Impact Fee funds

We anticipate the remaining expenditures for this fiscal year will require an additional $750,000 appropriation through the attached budget resolution for project management, demolition, tribal site monitoring during demolition, permit fees and the start of construction. Once the construction bids are known, staff will firm up the project budget and provide an update when seeking approval of the construction contract.

Collaborations (including Board advisory groups and external partner agencies)

County Library/Archives, Friends of the Yolo Library

Competitive Bid Process

N/A

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action

Amount budgeted for expenditure $0

Additional expenditure authority needed	$750,000
One-time commitment	Yes

Source of Funds for this Expenditure

ACO	$750,000

Attachments

Att. A. Budget Resolution
Att. B. Presentation

Form Review

Inbox	Reviewed By	Date
Mark Fink	Mark Fink	11/30/2020 03:51 PM
Mindi Nunes (Originator)	Mindi Nunes	12/01/2020 08:20 AM
Patrick Blacklock	Patrick Blacklock	12/01/2020 10:11 AM
Financial Services	Mubeen Qader	12/04/2020 10:32 AM
County Counsel	Phil Pogledich	12/09/2020 04:19 PM
Elisa Sabatini	Elisa Sabatini	12/09/2020 04:27 PM
Form Started By: Mindi Nunes		Started On: 11/12/2020 11:17 AM
Final Approval Date: 12/09/2020		

FILED

DEC 16 2020

BY Rupita Ramirez
DEPUTY CLERK OF THE BOARD

RESOLUTION NO. 20-107.15

A Resolution Increasing Fiscal Year 2020-2021Yolo Library Capital Project Fund Budget by $750,000 for additional project work

WHEREAS, the County has been working on the replacement of the Yolo Branch Library for several years; and

WHEREAS, the remaining expenditures for 2020-2021 fiscal year will require an additional $750,000 appropriation for project management, salvage of portions of the existing library in adherence with the Environmental Impact Report requirements, tribal site monitoring during demolition and the removal of two trees, and the start of construction; and

WHEREAS, the abovementioned additional expenses are to be funded by the Accumulated Capital Outlay Fund; and

WHEREAS, said funds are not included in the estimated revenue and appropriations of the Yolo Library Capital Project Fund Budget for fiscal year 2020-2021: and

WHEREAS, Section 29125 of the Government Code provides for the appropriation of these funds by a four-fifths vote of the Board of Supervisors;

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The foregoing recitals are true and correct.

2. The Chief Financial Officer is authorized and directed to amend the budget for fiscal year 2020-2021 as follows:

Level Group 3601-11-1354 YOLO LIBRARY CPF	
Current Appropriations	$465,495
Increase: Services and Supplies	$750,000
Total Amended Appropriations	$1,215,495
Current Revenue and Use of Fund Balance	$465,495
Increase: Other Fin. Sources-Transfer In	$750,000
Total Amended Revenues	$1,215,495
Level Group 3101-10-1351 Accumulated Capital Outlay (ACO)	
Current Appropriations	$3,383,318
Decrease: Contribution to Fund Balance	-$750,000
Increase: Transfer Out	$750,000
Total Amended Appropriations	$3,383,318

[Signature blocks on following page]

PASSED AND ADOPTED by the Yolo County Board of Supervisors this 15th day of December 2020, by the following vote:

AYES: Provenza, Chamberlain, Villegas, Saylor, Sandy.
NOES: None.
ABSETN: None.
ABSTAIN: None.

Gary Sandy, Chairman
Yolo County Board of Supervisors

Attest: Julie Dachtler, Senior Deputy
Clerk of the Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:

By: _____
Philip J. Pogledich, County Counsel

New Yolo Branch Library

December 15, 2020


YOLO BRANCH
LIBRARY







Funding Source	Previous Funding	New Funding	Total Funding
Capital Improvement Reserve (General Fund)	$289,800	$123,655	$413,455
Accumulated Capital Outlay	$551,987	$884,558	$1,436,545
Library Operating Fund		$600,000	$600,000
Friends of the Yolo Branch Library		$150,000	$150,000
Development Impact Fees	$300,000	$1,000,000	$1,300,000
Total Identified Funding	$1,141,787	$2,758,213	$3,900,000
Budget Gap (to be funded with donations)			$1,000,000
Total Budget			$4,900,000

BOARD OF SUPERVISORS
Yolo County, California

To: GSD ✓
Fin. Svcs. ✓

CONSENT CALENDAR

Excerpt of Minute Order No. 21-103, Item No. 14, of the Board of Supervisors' meeting of July 27, 2021.

MOTION: Sandy. SECOND: Villegas. AYES: Barajas, Villegas, Saylor, Sandy, Provenza.

14. Authorize the Director of General Services to execute an agreement with Broward Builders, Inc. in the amount of $3,575,000 for the construction of the Yolo Branch Library and authorize the Director of General Services to amend the construction contract with Broward Builders, Inc. up to an additional $203,750 should amendments be required by the scope of the project. (General fund impact $413,455) (Yarris)

Approved **Agreement No. 21-170** on Consent.

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 14.

Board of Supervisors **General Services**

Meeting Date: 07/27/2021

Brief Title: Approve construction agreement for the Yolo Branch Library

From: Kevin Yarris, Director, General Services Department

Staff Contact: Mike Martinez, Manager, General Services Department, x5015

Subject

Authorize the Director of General Services to execute an agreement with Broward Builders, Inc. in the amount of $3,575,000 for the construction of the Yolo Branch Library and authorize the Director of General Services to amend the construction contract with Broward Builders, Inc. up to an additional $203,750 should amendments be required by the scope of the project. (General fund impact $413,455) (Yarris)

Recommended Action

A. Award Contract to Broward Builders Inc. in the amount of $3,575,000 for the construction of the Yolo Branch Library;

B. Approve delegation of authority to the Director of General Services to negotiate and execute a contract with Broward Builders, Inc.; and

C. Authorize the Director of General Services to issue Change Orders, as necessary, up to $203,750 consistent with Public Contract Code section 20142.

Strategic Plan Goal(s)

Thriving Residents

Reason for Recommended Action/Background

On December 15, 2020, the Board approved the Yolo Branch Library Project budget and design.

The project will construct a new library now that the old library has been demolished. The new facility will upgrade and improve existing Yolo Branch Library services such as expanding the existing book and media collections in both English and Spanish languages, expanding public use computer stations, creating study rooms and distinct user group areas for children/family, teens and adults, expanding staff workspace areas, offering a covered outdoor activity area, possible outdoor gardens, seating, picnic areas and activity lawn and providing a dedicated meeting room for joint use by library programs and the community.

The project has been split into two separate phases with phase one beginning and ending before phase two begins. Phase one included salvage and demolishing the existing condemned Yolo Branch Library in

the first quarter of 2021. Phase two will construct a new 3,800 square foot Library Building.

The overall project budget summary is below.

Remaining Funding Source Components			
Funding Source	Previous Funding	New Funding	Total Funding
Capital Improvement Reserve (General Fund)	$ 289,800	$ 123,655	$ 413,455
Accumulated Capital Outlay	$ 551,987	$ 884,558	$ 1,436,545
Library Operating Fund		$ 600,000	$ 600,000
Friends of the Library Fundraising		$ 150,000	$ 150,000
Development Impact Fee - Library	$ 300,000	$ 1,000,000	$ 1,300,000
Total Identified Funding	$ 1,141,787	$ 2,758,213	$ 3,900,000
Budget			$ 4,900,000
GAP to be funded through donations			($1,000,000)

If the donation funding target is not met, the County would provide gap funding from one or more of the following funds:

- CIP Reserve
- 2017 CIP Bond Issuance
- Accumulated Capital Outlay Fund
- Additional Development Impact Fee funds

Staff will bring back information later in the fiscal year on the strategy to close the funding gap once additional information is known.

Collaborations (including Board advisory groups and external partner agencies)

The County Administrator's Office collaborated with the Yolo County Library, Friends of the Library, County Counsel, General Services, County Department of Finance.

Competitive Bid Process

On May 12, 2021, the County issued an Invitation for Bids. The County received three bids by the closing date of June 29, 2021. The table below lists the bids received and the County's Engineer's estimate:

Bidder	**Bid Amount**
Engineer's Estimate	$3,400,000.00
Broward Builders, Inc.	$3,575,000.00
Roebbelen Contracting, Inc.	$3,895,000.00
Arntz Builders, Inc.	$4,193,000.00

The County determined that Broward Builders, Inc., to be the lowest responsive and responsible bidder based on the bids received and should therefore be awarded the contract.

Attachments

Att. A. Yolo Branch Library Contract

Form Review

Inbox	**Reviewed By**	**Date**

Kevin Yarris	Tonia Murphy	02/23/2021 03:49 PM
Kevin Yarris	Tonia Murphy	03/23/2021 09:54 AM
Kevin Yarris	Kevin Yarris	07/15/2021 01:58 PM
Kevin Yarris	Kevin Yarris	07/19/2021 04:20 PM
Financial Services	Chad Rinde	07/20/2021 04:25 PM
County Counsel	Phil Pogledich	07/21/2021 08:21 AM
Alexander Tengolics	Alexander Tengolics	07/21/2021 11:55 AM

Form Started By: Tonia Murphy Started On: 01/26/2021 03:29 PM

Final Approval Date: 07/21/2021

FILED
AUG 17 2021
BY
DEPUTY CLERK OF THE BOARD

SECTION 00 52 00

COUNTY OF YOLO, CALIFORNIA

CONSTRUCTION AGREEMENT FOR THE YOLO BRANCH LIBRARY
37750 Sacramento Street, Yolo, California
CONTRACT NO. 21-170

This Agreement for Construction ("Agreement") is entered into as of the Effective Date 8/5/2021, as defined herein, between Broward Builders, Inc., a California Corporation ("Contractor"), and the County of Yolo ("County"), a political subdivision of the State of California.

1. SCOPE OF WORK. Contractor shall furnish all labor, services, transportation, materials, equipment, parts, and supplies necessary for **The Yolo Branch Library, 37750 Sacramento Street, Yolo, California,** in accordance with the plans and specifications included within the Contract Documents, as defined in Section 2, below. Contractor shall complete Yolo County Library Project per bid amount not to exceed $3,575,0000.

2. CONTRACT DOCUMENTS. The documents defined as the "Contract Documents" in Section 1.12 of the General Conditions, are incorporated as if fully set forth herein by this reference and comprise the entire Agreement between the County and Contractor concerning the above-referenced project. The documents that describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the event of any conflict between any of the provisions of the Contract Documents, the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail. The Contract Documents include:

Exhibit A ~ Proposal Response, including all required forms
Exhibit B ~ Subcontractor List
Exhibit C ~ Technical Specifications and Drawings
Exhibit D ~ Performance Bond and Payment Bond
Exhibit E ~ General Provisions, General Conditions, General Requirements and Notice
Exhibit F ~ Project Plans
Exhibit F ~ Addendas
Exhibit G – Change Order Form

3. CONDUCT OF WORK; CONTRACT ADMINISTRATOR. Contractor shall perform the services described in the Contract Documents in a manner that causes the least possible inconvenience to County and the public and safeguards persons and property from any dangerous activities or conditions conducted or created by Contractor. County's Manager of Facilities, Services and Capital Programs shall administer this Agreement for County. County's Board of Supervisors may designate a different person to serve as Contract Administrator by giving advance written notice to Contractor.

(a) Work Schedule. Unless otherwise agreed pursuant to Section 3.01 of the General Conditions, Contractor shall begin work within ten (10) days after receiving the Contract Administrator's Notice to Proceed and shall complete the work within **360 calendar days** after receiving that notice. This work must be complete, operational, have a Temporary Occupancy

Permit and be turned over to the County for its intended use for this milestone to be deemed complete. County understands the nature of delays and will allow for delays to the project, if applicable, pursuant to Section _3.08_ of the General Conditions.

(b) **Liquidated Damages.** Contractor shall pay County **$2,500.00** a day liquidated damages for each day's delay (excluding Saturdays, Sundays, and County observed holidays) in completing the work beyond the time specified for completion of work. All other aspects of the payment of such damages shall be governed by Section 3.12 of the General Conditions and other relevant provisions thereof.

4. INDEMNIFICATION. Contractor's indemnity, defense, and related obligations shall be as specified in Section 00 62 10 of the Project Manual.

5. COMPENSATION. All matters of compensation shall be governed by the General Conditions, including but not limited to Article 25 thereof.

6. INSURANCE. Contractor shall maintain the following insurance while performing the services covered by this Agreement. The comprehensive general liability insurance shall include broad form property damage insurance.

(a) Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. **Commercial General Liability** Occurrence form Insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, including coverage for:

   a) Premises and Operations

   b) Products and completed Operations

   c) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage

   d) Broad Form Property Damage (including Completed Operations)

   e) Explosion, Collapse, and Underground Hazards

   f) Personal Injury Liability

   Limits of liability shall be not less than:

   $5,000,000 each occurrence (combined single limit for bodily injury and property damage)

   $5,000,000 for Personal Injury Liability

   $5,000,000 for Products Completed Operations

   $10,000,000 General Aggregate

   If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be $10,000,000.

2. **Automobile Liability** – Insurance policy (ISO CA 00 01) covering Bodily Injury, Property Damage and contractual Liability coverage for "Any Auto" which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with limits no less than $1,000,000 occurrence (per accident for bodily injury and property damage) and $2,000,000 policy aggregate.

3. **Workers' Compensation** – Statutory Limits/**Employers' Liability** – No less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** – (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Contractor's Pollution Legal Liability Insurance** – Limits of no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

(b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

2. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy 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 Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

(c) Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

(d) During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to

obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

(e) Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

(f) Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

7. COMPLIANCE WITH LAWS. Contractor shall comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in effect when performing the services required by this Agreement, all as set forth in the General Conditions (including but not limited to Article 20 thereof).

(a) Special Terms and Conditions for Federal Funded Contracts

1. Equal Employment Opportunity

a) 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:

i. 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.

b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

c) 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.

d) 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.

e) 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.

f) 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.

g) 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.

h) The contractor will include the portion of the sentence immediately preceding paragraph (a) and the provisions of paragraphs (a) through (h) 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, 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.

2. Compliance with the Davis-Bacon Act

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

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

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

3. Compliance with the Copeland Anti-Kickback Act

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

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

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

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

a) 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.

b) 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 the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (b)(1) of this section, in the sum of $27 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.

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

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

5. Clean Air Act:

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.

b) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the

United States Department of the Treasury, and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by United States Department of the Treasury.

6. Federal Water Pollution Control Act:

a) The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 USC §1251 et. Seq.

b) The Contractor agrees to report each violation to the County and understands and agrees that the County will, in turn, report each violation as required to assure notification to the United States Department of the Treasury and the appropriate Environmental Protection Agency Regional Office.

c) The Contractor agrees to include these requirements in each subcontract exceeding $150,000 financed in whole or in part with Federal assistance provided by United States Department of the Treasury.

7. Procurement of Recovered Materials:

a) In 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 –

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

b) Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program

8. Domestic Preference for Procurements

To the extent consistent with law, and to the greatest extent practicable, the County prefers the purchase, acquisition, or use of goods, products, or materials produced in the United States, including, but not limited to iron, aluminum, steel, cement, and other manufactured products.

"Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

"Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

9. No Obligation by the Federal Government:
The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.

10. Program Fraud and False or Fraudulent Statements or Related Acts:
The Contractor acknowledges that 31 USC Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor's actions pertaining to this contract.

8. INDEPENDENT CONTRACTOR. While performing the services required by this Agreement for Construction, Contractor shall act as an independent contractor, not as an employee of County, and thus shall be subject to the direction and control of County only for the final result. Contractor shall be solely responsible for paying all required employment taxes and for meeting all employment obligations related to its performance of the services, including but not limited to payment of worker's compensation, liability insurance, social security taxes (i.e., FICA), and tax withholding. Moreover, Contractor shall indemnify, defend (upon County's written request), and protect County from any liability County may incur to federal or state governments for such taxes and obligations. This Agreement does not entitle Contractor or its officers, employees, subcontractors, or agents to vacation pay, sick leave, retirement benefits, disability or unemployment insurance, or employee benefits of any kind from County.

9. INSPECTIONS. All inspections and any remedial action required in response thereto shall be governed by the General Conditions, including but not limited to Article 18 thereof.

10. PERFORMANCE BONDS. Within the time set forth in the Proposal and before performing any services pursuant to this Agreement, Contractor shall provide to County the bonds required by the General Conditions, including but not limited to Article 2 thereof. All other matters relating to bonds shall be governed by the General Conditions.

11. TERM OF AGREEMENT; EARLY TERMINATION. The term and termination of this Agreement shall be governed by the General Conditions, including but not limited to Article 27 thereof.

12. GUARANTY. Guarantees and warranties shall be governed by the General Conditions, including but not limited to Article 26 thereof.

13. AUDIT PROVISIONS. Contractor's records which shall include but not limited to accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this contact (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examination, and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until six years after the date of final payment by County to Contractor pursuant to this Agreement.

14. MISCELLANEOUS.

(a) Notice. Except as provided in Section 6, all correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone number:

County:
Kevin Yarris
Director, General Services
120 West Main Street Suite D
Woodland, CA 95695
Telephone: (530) 406-5005

Contractor:
Broward Builders, Inc.
Randy Cantrell, Vice President
1200 E Kentucky Avenue
Woodland CA 95776
Telephone: (530) 666-5635

If written, correspondence shall be sent by personal delivery (including overnight delivery service); by U.S. Mail, postage prepaid; or by fax during business hours. Notices must be actually received to be effective.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Interpretation and Jurisdiction. This Agreement shall be interpreted and applied in accordance with California law. The plans and specifications attached as Exhibit A are part of this Agreement. If any conflict arises between Exhibit A and the terms and conditions set forth in Sections 1 through 14 of this Agreement, then Sections 1 through 14 shall govern.

(d) Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.

(e) Assignments and subcontracts. Contractor shall not assign this Agreement. Contractor may subcontract any of the services described in Section 1 (Scope of Work) with County's prior written consent. Contractor shall require each subcontractor to agree in writing to be bound by Section 4 (Indemnification) and Section 6 (Insurance) of this Agreement. County shall consider all subcontractors to be Contractor’s employees, and Contractor shall be responsible for their work.

(f) Dispute Resolution. Unless the General Conditions provide otherwise, if the Contract

Administrator notifies Contractor that the work or any portion of it is unacceptable, then the Contract Administrator and Contractor shall meet at the Yolo County Office of County Administrator, 625 Court Street #202, Woodland, California, within five (5) days after Contractor receives the notice (excluding Saturdays, Sundays, and County observed holidays) and shall attempt in good faith to resolve their differences. Payment shall not constitute approval or acceptance of any defective work.

(g) Integration. This Agreement sets forth the parties' entire understanding regarding the matters set forth in Sections 1 through 14. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written Agreement approved by County's Board of Supervisors and signed by County and Contractor.

(h) Effective date. This Agreement shall be effective on the last date shown below.

COUNTY OF YOLO:

By: _____

Kevin Yarris Director, General Services

CONTRACTOR:

Broward Builders, Inc.
Randy Cantrell, Vice President

_____

By: Randy Cantrell
(Signature)

Randy Cantrell, V.P
(Print Name & Title)

8-4-2021
(Date)

APPROVED AS TO FORM

By _____
Philip J. Pogledich, Yolo County Counsel

RECEIVED
2022 JUN 29 PM1:56:42
YOLO CO PROCUREMENT

BROWARD

1200 E. Kentucky Ave.
Woodland, CA 95776

To:

Bid for:

Yolo Branch Library

Exhibit A - Bid Summittal

(Bidder to attach additional sheets as necessary)

SECTION 00 45 00

BIDDER INFORMATION SHEET

Bidder must check one of the following classifications which fit its type of business organization and furnish all information required under that classification.

Please type or print your answers.
Attach a copy of license(s) upon which you intend to rely.

(X) BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

Broward Builders, Inc.

Corporation is incorporated in the State of:

California

( ) BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

( ) BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

The full names of all partners as they appear on State Contractor's License are:

County in which any Certificate of Doing Business Under a Fictitious Name is filed – (If none, so state):

Accompanying this proposal is Bidder's Bond

_____(NOTICE: INSERT THE WORDS "CASH ($

_____)", "CASHIER'S CHECK", "CERTIFIED CHECK", OR "BIDDER'S

BOND", AS THE CASE MAY BE) in amount equal to at least ten (10) percent of the total of the Bid. The names of all persons interested in the forgoing proposal as principals are as follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

Broward Builders, Inc.

Dennis Broward, President Randy Cantrell, Vice President Henry Powell Jr., General Superintendent

Licensed in accordance with an act providing for the registration of contractors,

License No. 602146 Classifications(s) A, B, C-8, C-9

DIR Registration No.: 1000000001

(A copy of the afore-referenced license must be supplied at Notice of Award.)

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number(s)

1, 2, 3

(Fill in addenda numbers if addenda have been received and insert, in this proposal, any Engineer's Estimate sheets that were received as part of the addenda)

CERTIFICATION OF BIDDER FOR PROPOSAL:

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code are true and correct. By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Affidavit required by Public Contract Code Section 7106 and Part 24 Debarment and

Suspension Certification are true and correct.

The person or persons executing this proposal on behalf of a corporation or a member of partnership, shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of Yolo.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms, otherwise the Bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are of this Proposal.

Executed this 29th day of June, 2021 at Woodland, California.



Sign Here: Randy Cantrell

by

Randy Cantrell, Vice President
Name and Title of Bidder

Broward Builders, Inc.
Name of Firm

SECTION 00 41 00

BID FORM
Project: Yolo Branch Library, 37750 Sacramento Street, Yolo, California

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Yolo ("The County") in the form included in the Contract Documents, Document 00 52 00 Contract, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents and the Notice to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00 20 00 Instructions to Bidders, within ten (10) calendar days after receipt of the County's Notice of Award.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Addendum #	Issue Date	Bidder's Acknowledgement (initials)
Addendum #1	June 16, 2021	
Addendum #2	June 22, 2021	
Addendum #3	June 24, 2021	

   (b) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

   (c) Bidder has examined thoroughly and understood all reports, drawings and/or reports, available for Bidding purposes and accepts the determination set forth in these documents and Document 00700 General Conditions of the limited extent

of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings.

(d) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 3(c) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

(e) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;

(f) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

Base Bid Total Price for the Yolo Branch Library Project

$3,575,000.00

(written) three million five hundred seventy five thousand **Dollars**

Enclosed find (Bidder's Bond) certified check or cashier's check No._____ of the

Travelers Casualty & Surety Co. (Company/Bank), for $_____.

Dated this 29th day of June, 2021

Unit Pricing

Off-haul and disposal of unsuitable soil (no haz mat), per cubic yard: $ 23.00

Import of engineered fill, per cubic yard: $ 31.00

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.

6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening (to accommodate State financing process).

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.

8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.

10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Contract).

11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Agreement).

12. The undersigned herewith encloses the completed Non-Collusion Affidavit – 00 45 10.

13. The undersigned herewith encloses the completed DAS Form 7 – 00 45 26.

14. The undersigned herewith encloses the completed Bidder Information Sheet – 00 45 00.

15. The names of all persons interested in the foregoing Bid as principals are:

Broward Builders, Inc.

Dennis Broward, President

Randy Cantrell, Vice President

Henry Powell Jr., General Superintendent

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

Name of Bidder:	Broward Builders, Inc. Legal Name of Corporation or Firm
CA Contractor's License No.	602146
DIR Registration No.	1000000001
Business Address	1200 E. Kentucky Avenue Woodland, CA 95776
Email Address	randy@browardbuilders.com
Telephone Number	(530) 666-5635
Date of Bid	June 29, 2021

Randy Cantrell
Signature of Bidder (Authorized to sign contracts on behalf of the Corporation or Firm)

Randy Cantrell
Printed Name

Vice President
Title

SECTION 00 45 10

NON-COLLUSION AFFIDAVIT

**Non-Collusion Affidavit To Be Executed
By Bidder and Submitted with Bid**

State of California)
) ss.
County of Yolo)

Randy Cantrell, being first duly sworn, deposes and says that he or she is

Vice President of Broward Builders, Inc. the party making the foregoing bid that the bid is not made in the interest of, or in behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Broward Builders, Inc.	COMPANY NAME
1200 E. Kentucky Avenue, Woodland, CA 95776	COMPANY ADDRESS
Randy Cantrell	SIGNATURE OF OFFICER
Randy Cantrell, Vice President	TITLE

SECTION 00 45 26

AGREEMENT TO TRAIN APPRENTICES

DAS Form 7

Joint Apprenticeship Committee Participation Requirement

The County adopted a policy that one of requirements to be deemed a responsive bidder is that the bidder must be participating in a joint apprenticeship committee. The California Department of Industrial Relations defines a joint apprenticeship committee as a committee made up of equal number of members from labor and management. **Bidders must complete and submit the attached California Department of Industrial Relations' DAS-7 form that documents the bidder's participation in a joint apprenticeship committee.** The County will verify participation prior to the award.

4/10

RECEIVED
DIR/DAS
SACRAMENTO
17 MAR 30 PM 3:57

AGREEMENT TO TRAIN APPRENTICES

District No: 08
DAS File No. 10060
Employer ID 1000000034

1000027126

NAME OF EMPLOYER
Broward Builders, Inc.

MAILING ADDRESS (STREET AND NUMBER) | CITY | STATE | ZIP CODE | TELEPHONE NUMBER
1200 E. Kentucky Ave., | Woodland, | CA | 95776 | (530)666-5635

ADDRESS OF TRAINING LOCATION (IF DIFFERENT)

OCCUPATION(S) | O*Net Code
Construction Craft Laborer | 47-2061.00

NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS
Associated Builders & Contractors Northern California Chapter Construction Craft Laborer J. A. C.

AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT
Alameda, Contra Costa, El Dorado, Fresno, Marin, Napa, Placer, Sacramento, San Francisco, San Joaquin,

San Mateo, Santa Clara, Santa Cruz, Solano, Sonoma, Stanislaus, Tuolumne, Yolo (18 Northern California Counties)

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] By _____

Printed name Dennis Broward

Title President Date 2/17/17

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By _____

Printed name Sagit Woodbury

Title Apprenticeship Director Date 3/28/17

Effective until:

- [X] Revoked
- [ ] End of Project. (Enter project name and address in Area Covered above)
- [ ] Date _____ Date
- [ ] Other _____ Specify

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE
2-17-17

[SIGNED] By _____ Date 4/10/17
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 08/14)

AGREEMENT TO TRAIN APPRENTICES

District No. 05

DAS File No. 00076

Employer ID

NAME OF EMPLOYER
Broward Builders, Inc.

MAILING ADDRESS (STREET AND NUMBER) CITY STATE ZIP CODE TELEPHONE NUMBER
1200 E. Kentucky Ave., Woodland, CA 95776 (530)666-5635

ADDRESS OF TRAINING LOCATION (IF DIFFERENT)

OCCUPATION(S) O*Net Code
Drywall Finisher (Taper)

NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS
DC 16 Drywall Finishers JATC

AREA COVERED BY APPRENTICESHIP STANDARDS or COUNTIES ADDRESS OF PROJECT
2020 Williams St, STE A, San Leandro, CA 94577

THE OFFICIAL, whose signature follows, agrees on behalf of the above-named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof. TELEPHONE NUMBER
(530)666-5635

[SIGNED] By Randy Cantrell

Printed name Randy Cantrell

Title Vice President Date 4/1/19

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] By Alex Beltran Ala Beltra

Printed name

Title DOT Date 4/1/19

Effective until:
- [X] Revoked
- [ ] End of Project (Enter project name and address in Area Covered above)
- [ ] Date Date
- [ ] Other Specify

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

EFFECTIVE DATE
4/1/19

[SIGNED] By Apprenticeship Consultant Date 5/24/2021

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

DAS 7 (REV 01/14)

C A R P E N T E R S
46 Northern California Counties Conference Board

CHRIS PEDROZA
Executive Director

June 17, 2021

To Whom It May Concern:

As of this date, **Broward Brothers, Inc. (044293-053006)** is currently bound and signatory to the 2018-2023 Carpenters Master Agreement for Northern California.

Should you have any questions, please do not hesitate to contact this office.

Sincerely,

Chris Pedroza
Executive Director

CP: jm

OPERATING ENGINEERS JOURNEYMEN APPRENTICE TRAINING CENTER
FOR NORTHERN CALIFORNIA
14738 Cantova Way - Sloughhouse, CA 95683 - (916) 354-2029 - FAX (916) 354-1126

June 16, 2021

Re: Signatory Status

To Whom It May Concern,

The apprenticeship standards submitted by the Operating Engineers JATC were approved by the Federal Department of Labor in 2007 and the California Department of Industrial Relations, Division of Apprenticeship Standards in 1962. The apprenticeship program has operated continuously since its inception in 1962 and serves the 46 Counties of Northern California.

This letter is to advise you that Broward Builders, Inc. is approved to train apprentices by virtue of their signatory status with Operating Engineers Local #3 Union in Northern California.

All apprentices employed by Broward Builders, Inc. that perform operating engineer work are registered with both the State of California Division of Apprenticeship Standards and the Federal Department of Labor. The apprentices are active participants in the apprenticeship programs sponsored by Operating Engineers Local #3 – JATC Training Committee for Northern California. Furthermore, be advised that Operating Engineers Local #3 – JATC Training Committee for Northern California does maintain a graduation rate of at least 55%.

Operating Engineers JAC

Greg Gasaway

Director of Apprenticeship

NORTHERN CALIFORNIA CEMENT MASONS

JOINT APPRENTICESHIP
AND
TRAINING COMMITTEE

2600 Kitty Hawk Road
Suite 115
Livermore, CA 94551
TEL (925) 484-2271
FAX (925) 484-2312

Sent Via Email

June 17, 2021

RE: BROWARD BUILDERS, INC.

To Whom It May Concern:

Please be advised that Broward Builders, Inc. is a signatory employer under the Cement Masons Master Labor Agreement between the Associated General Contractors of California, Inc. and District Council of Plasterers and Cement Masons of Northern California.

Pursuant to the terms of said agreement, Broward Builders, Inc. is approved to employ and train Cement Mason apprentices under the Apprenticeship Standards of the Northern California Cement Masons Joint Apprenticeship and Training Committee and as certified by the State of California, Department of Industrials Relations, Division of Apprenticeship Standards, and the U.S. Department of Labor, Office of Apprenticeship.

If you have any questions or need further information, please do not hesitate to call.

Sincerely,

Veronica Godinez
Director

VG/msm
opeiu:29 afl-cio

SECTION 00 43 00

SUBCONTRACTOR LIST
Yolo Branch Library

The General Contractor shall list below all subcontractors who will be performing categories of work in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid price. All work not covered w i t h in the following list will be performed directly by the General Contractor. (Note: All column and row spaces for each listed subcontractor shall be filled in with; Work to be Performed, Name of Subcontractor, Bid Price, DIR and CA License type(s) and Number(s), Mailing Address and Phone Number). Use additional lists as necessary. The awarded contractor will be required to fully fill in all rows and columns of this list.

WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER
Concrete Reinforcement	Camblin Steel Service		1000003852 218839	Roseville, CA
Thin Brick	Black Marble & Granite		1000585208 853339	Esparto, CA
CMU	Black Marble & Granite		1000585208 853339	Esparto, CA
Metals	J McDowell Welding		1000057486 1005760	Winters, CA
Casework	Elite Wood Design		1000042152 931560	Rancho Cordova, CA
Insulation	Alcal Specialty Contracting		100000315 815286	Sacramento, CA
Roof Shingles	George Roofing		1000005383 452266	Oroville, CA
Single-Ply Roofing	California Single Ply		1000007318 662255	Rocklin, CA

SECTION 00 43 00

SUBCONTRACTOR LIST
Yolo Branch Library

The General Contractor shall list below all subcontractors who will be performing categories of work in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid price. All work not covered w i t h in the following list will be performed directly by the General Contractor. (Note: All column and row spaces for each listed subcontractor shall be filled in with; Work to be Performed, Name of Subcontractor, Bid Price, DIR and CA License type(s) and Number(s), Mailing Address and Phone Number). Use additional lists as necessary. The awarded contractor will be required to fully fill in all rows and columns of this list.

WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER
~~Earthwork~~				
~~AC Paving~~				
~~Brick Pavers~~				
Landscaping	Aerco Pacific		1000004143 166242	Rancho Cordova, CA
~~Site Utilities~~				

SECTION 00 43 00

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WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER
~~Sheet Metal~~				
~~Joint Sealants~~				
~~Multi Slide Doors~~				
~~Windows~~				
~~Auto Door Operators~~				
Ceramic Tile	B.N.T. Tile		1000046452 1022374	Wheatland, CA
Acoustic/Linear Wood Ceilings	Performance Contracting		1000004922 474795	North Highlands, CA
Resilient Flooring	DFS Flooring		1000006695 999046	Sacramento, CA

SECTION 00 43 00

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WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER
Carpet	DFS Flooring		1000006695 999046	Sacramento, CA
Painting	Cut In Edge Painting		1000058802 1041100	Cottonwood, CA
Signage				
Fireplace	CAPO Fireside		1000047199 557555	Sacramento, CA
Fire Sprinklers	Marquee Fire Protection		1000000041 570970	Sacramento, CA
Plumbing	AP Plumbing & Fire		1000019409 656592	Woodland, CA
Hvac	Planet Mechanical		1000048897 829096	Folsom, CA
Electrical	Lecair Electric		1000053184 994305	Citrus Heights, CA

SECTION 00 42 00

COUNTY OF YOLO BIDDER'S BOND

We, Broward Builders, Inc. as Principal, and Travelers Casualty and Surety Company of America as Surety, are bound unto THE COUNTY OF YOLO as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **Yolo Branch Library** for which bids are to be opened in public in the Erwin Meier Administration Building, 625 Court Street, Woodland, CA 95695.

NOW THEREFORE, if Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract 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 remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorney's fees to be fixed by the Court.

Dated: June 11, 2021

Randy Cantrell
Randy Cantrell, V.P.
Broward Builders, Inc.
Principal

Travelers Casualty and Surety Company of America
Surety

By: _____
Edward D. Johnson Attorney-in-Fact

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

Travelers Casualty and Surety Company of America

11070 White Rock Rd., Ste. 130

Rancho Cordova, CA 95670

NOTE: Signature of those executing for the Surety shall be properly acknowledged and accompanied by a Certificate of Acknowledgement

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 Placer)

On June 11th , 2021 before me, Alexis Estrada, Notary Public
(insert name and title of the officer)

personally appeared Edward D. Johnson,
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.

ALEXIS ESTRADA
Notary Public - California
Placer County
Commission # 2335353
My Comm. Expires Oct 13, 2024

Signature _____ **(Seal)**

TRAVELERS

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

POWER OF ATTORNEY

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

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **17th** day of **January, 2019.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **17th** day of **January, 2019**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

_____
Anna P. Nowik, Notary Public

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

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

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

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

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

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

Dated this 11th day of June , **2021** .

_____
Kevin E. Hughes, Assistant Secretary

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

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

602146 CORP

BROWARD BUILDERS INC

B A C-9 C-8 ASB

09/30/2022 www.cslb.ca.gov

SECTION 00 43 00

SUBCONTRACTOR LIST
Yolo Branch Library

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WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER
Concrete Reinforcement	Camblin Steel Service	$30,460	1000003852 218839 C50	548 Gibson Dr. Roseville, CA (916) 644-13(
Thin Brick	Black Marble & Granite	$38,158	1000585208 853339 C29	24491 County Road 23A Esparto, CA (530) 681-5547
CMU	Black Marble & Granite	Included in Thin Brick	1000585208 853339 C29	24491 County Road 23A Esparto, CA (530) 681-55
Metals	J McDowell Welding	$35,820	1000057486 1005760 C60	PO Box 1210 Winters, CA (530) 661-6006
Casework	Elite Wood Design	$235,971	1000042152 931560 B, C6	2616 Mercantile Drive Rancho Cordova, CA (916) 856-77
Insulation	Alcal Specialty Contracting	$18,235	100000315 815286 B, C2	4201 Sierra Point Dr, Suite 1 Sacramento, CA (916) 929-310
Roof Shingles	George Roofing	$28,468	1000005383 452266 B, C39, C43	6810 Lincoln Blvd. Oroville, CA (530) 533-6393
Single-Ply Roofing	California Single Ply	$17,850	1000007318 662255 C39, B, C34	PO Box 2799 Rocklin, CA (916) 408-680(

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WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER
~~Sheet Metal~~				
~~Joint Sealants~~				
~~Multi Slide Doors~~				
~~Windows~~				
~~Auto Door Operators~~				
Ceramic Tile	B.N.T. Tile	$30,626	1000046452 1022374 C54, C15	502 Main Street Wheatland, CA (530) 788-26
Acoustic/Linear Wood Ceilings	Performance Contracting	$107,245	1000004922 474795 B, C2	3030 Orange Grove Ave. North Highlands, CA (916) 576-39
Resilient Flooring	DFS Flooring	$28,392	1000006695 999046 C15, C54,C61	10461 Old Placerville Rd. Sacramento, CA (916) 330-230

SECTION 00 43 00

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WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER
Carpet	DFS Flooring	Included in Resilient Flooring	1000006695 999046 C15, C54,C61	10461 Old Placerville Rd. Sacramento, CA (916) 330-230
Painting	Cut In Edge Painting	$48,355	1000058802 1041100 C33, C61	24499 Cloud Creek Place Cottonwood, CA (916) 803-504
Signage				
Fireplace	CAPO Fireside	$25,300	1000047199 557555 C61	1560 Santa Ana Ave. Sacramento, CA (916) 970-274
Fire Sprinklers	Marquee Fire Protection	$39,750	1000000041 570970 C16	710 W. Stadium Lane Sacramento, CA (916) 641-799
Plumbing	AP Plumbing & Fire	$45,736	1000019409 656592 C36, C16	21 Harter Avenue Woodland, CA (530) 666-26
Hvac	Planet Mechanical	$108,000	1000048897 829096 C20	105 Arrowsmith Drive Folsom, CA (916) 743-3871
Electrical	Lecair Electric	$286,200	1000053184 994305 C10	6830 Antelope Road, Suite D Citrus Heights, CA (916) 735-3

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WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER
~~Earthwork~~				
~~AC Paving~~				
~~Brick Pavers~~				
Landscaping	Aerco Pacific	$103,000	1000004143 166242 C27	11370-J Amalgam Way Rancho Cordova, CA (916) 635-56
~~Site Utilities~~				

Exhibit C



PROJECT MANUAL

Volume 2: Project Specifications

May 7, 2021

Yolo Branch Library

37750 Sacramento Street, Yolo, California

County of Yolo

YOLO COUNTY LIBRARY

DIVISION 1 - GENERAL REQUIREMENTS		
	01 00 00	General Requirements
	01 10 00	Summary
	01 20 00	Application for Payment
	01 23 13	Phasing
	01 25 00	Product Options and Substitutions
	01 26 00	Contract Modification Procedures
	01 26 15	Requests for Interpretation (RFI)
	01 29 73	Schedule of Values
	01 31 19	Project Meetings
	01 32 16	Construction Schedules
	01 32 33	Photographic Documentation
	01 33 23.21	Electronic Submittal Procedures
	01 42 00	References
	01 45 23	Testing Laboratory Procedures
	01 50 00	Temporary Facilities and Controls
	01 56 39	Temporary Tree and Plant Protection
	01 66 00	Product Storage and Handling Requirements
	01 70 00	Record Documents
	01 74 00	Cleaning and Waste Management
	01 74 19	Construction Waste Management and Disposal
	01 78 00	Contract Closeout
	01 78 37	Warranties
DIVISION 2 – EXISTING CONDITIONS		
	02 32 13	Subsurface Conditions
	02 41 19	Selective Demolition
DIVISION 3 - CONCRETE		
		Cast-in-Place Concrete - refer to Structural Drawings
DIVISION 4 - MASONRY		
	04 21 13	Thin Brick Veneer
	04 22 23	Concrete Unit Masonry
DIVISION 5 - METALS		
	05 50 00	Metal Fabrications
	05 51 33	Metal Ladders
	05 52 13	Pipe and Tube Railings
DIVISION 6 – WOOD, PLASTICS, AND COMPOSITES		
		Rough Carpentry and Glu-Laminated Wood Members - refer to Structural Drawings
	06 16 43	Insulating Sheathing
	06 20 00	Finish Carpentry
	06 41 00	Architectural Wood Casework
	06 60 00	PVC Moulding and Trim

DIVISION 7 – THERMAL AND MOISTURE PROTECTION		
	07 21 00	Thermal Insulation
	07 31 13	Composition Shingles
	07 46 46	Mineral Fiber Cement Siding
	07 54 19	Single Ply Membrane Roofing
	07 62 00	Sheet Metal Flashings and Trim
	07 71 00	Roof Specialties
	07 84 13	Penetration Firestopping
	07 92 00	Joint Sealants
DIVISION 8 – OPENINGS		
	08 11 13	Hollow Metal Doors and Frames
	08 13 73	Aluminum-Wood Multi-Slide Doors
	08 14 33	Stile and Rail Wood Doors
	08 34 00	Special Function Doors
	08 52 13	Aluminum Clad Wood Windows
	08 71 00	Door Hardware
	08 71 13	Automatic Door Operators
	08 80 00	Glazing
		Louvers and Vents - refer to Mechanical Drawings
DIVISION 9 - FINISHES		
	09 29 00	Gypsum Board
	09 30 00	Tiling
	09 51 13	Suspended Acoustical Ceilings
	09 54 26	Linear Wood Ceiling System
	09 65 19	Resilient Tile Flooring
	09 68 13	Tile Carpeting
	09 77 20	Fiberglass Reinforced Panels
	09 91 00	Painting and Coating
DIVISION 10 - SPECIALTIES		
	10 11 46	Linoleum Bulletin Board
	10 14 00	Signage
	10 21 13	Toilet Compartments
	10 28 00	Toilet Accessories
	10 31 00	Manufactured Fireplaces
	10 44 13	Fire Extinguishers and Cabinets
DIVISION 11 - EQUIPMENT		
	11 31 00	Kitchen Appliances
	11 51 00	Library Equipment
DIVISION 12 – FURNISHINGS		
	12 24 13	Roller Window Shades
	12 92 00	Site Furnishings
DIVISION 21 – FIRE SUPPRESSION		
		Water-Based Fire Suppression Systems – by Contractor

DIVISION 22 – PLUMBING		
	22 05 00	Basic Mechanical Materials and Methods
	22 05 29	Hangers and Supports for Plumbing Piping and Equipment
	22 07 19	Plumbing Piping Insulation
	22 11 16	Domestic Water Piping
	22 13 16	Sanitary Waste and Vent Piping
	22 13 19	Sanitary Waste Piping Specialties
	22 40 00	Plumbing
DIVISION 23 – HEATING, VENTILATION AND AIR CONDITIONING		
	23 07 13	Duct Insulation
	23 08 00	HVAC
	23 31 13	Metal Ducts
DIVISION 26 - ELECTRICAL		
	26 05 00	Common Work Results for Electrical
	26 05 19	Low-Voltage Electrical Power Conductors and Cables
	26 05 26	Grounding
	26 05 33	Raceways and Boxes for Electrical Systems
	26 24 16	Panelboards
	26 27 26	Wiring Devices
	26 28 00	Low-Voltage Circuit Protective Devices
	26 50 00	Exterior Lighting
	26 51 00	Interior Lighting
	26 52 00	Emergency Lighting
	26 53 00	Exit Signs
DIVISION 27 - COMMUNICATIONS		
	27 10 00	Structured Cabling System
DIVISION 28 – ELECTRONIC SAFETY AND SECURITY		
		Fire Detection and Alarm - refer to Electrical Drawings
DIVISION 31 – EARTHWORK		
		refer to Civil Drawings
DIVISION 32 EXTERIOR IMPROVEMENTS		
		Concrete and Asphalt Paving – refer to Civil Drawings
	32 14 16	Sand Set Brick Pavers
	32 15 40	Decomposed Granite
	32 84 00	Irrigation System
	32 92 10	Landscape Turf Grass
	32 93 00	Landscape Installation
	32 98 00	Landscape Maintenance
DIVISION 33 - UTILITIES		
		refer to Civil Drawings

END TABLE OF CONTENTS for VOLUME 2

GENERAL

1.1 SUMMARY

A. This Section describes general requirements that pertain to each Section of these Specifications.

1.2 COORDINATION OF DOCUMENTS

A. Documents affecting all Work in this contract and each Section of these Specifications include, but are not limited to, Sections in Division One of these Specifications, the General Conditions of the Contract and the Supplementary Conditions. These documents must be read with the other Contract Documents and Sections of this Specification as a whole to complete the intent of the contract.

B. Sections in Division One of these Specifications contain obligations for Work of remaining Sections and must be read with all Sections to identify all the requirements of each Section.

C. The layout of materials, equipment and systems is generally diagrammatic, unless specific dimensions are indicated. Some work may be shown offset for clarity. The actual location of all materials and systems above and below the ceiling, including but not limited to, piping, ductwork, fixtures, equipment, supports, conduit, suspension wires, ceiling grids and panels, etc., shall be carefully planned and coordinated by the General Contractor prior to installation of any work. The General Contractor shall be responsible for coordinating the architectural, structural, plumbing, mechanical, electrical, and/or other elements of the work.

1.3 RELATED WORK BETWEEN SECTIONS

A. This Contract may require several trades to complete the finished intent of the Work. Coordinate the various trades and pertinent sections of these Specifications with the Drawings to ensure proper and timely completion of the Work.

1.4 QUALITY ASSURANCE

A. For all Sections of Work in these Specifications and for all tasks and obligations of the Contract, provide skilled work persons thoroughly trained and experienced in the types of construction methods and techniques in each trade required to complete the Work, and who shall be present at all times during the progress of the Work of each trade.

B. No exception will be made to Contractor nor acceptance given to unacceptable work caused by lack of skill, inappropriate methods or lack of due care in craftsmanship. The level of performance shall, at a minimum, meet or exceed the level of performance set by a regionally or nationally recognized association that produces, publishes, and enforces industry standards for that trade or craft, unless a higher level of performance is specified herein. All such unacceptable work shall be replaced by the Contractor in a good craftsman-like manner at no additional expense to the Owner.

1.5 CODES AND STANDARDS

A. All Work of this contract shall conform to the latest edition of all pertinent codes and regulations governing the completion of the Work.

B. Trade association publications and industry standards as published by recognized bodies within each trade shall be references for conducting Work and in inspection of the quality of Work in each Section of these Specifications. See Section 014200 – References.

1.6 CUTTING AND PATCHING

A. Provide required protection including, but not necessarily limited to, shoring, bracing, and support to maintain structural integrity of the Work.

B. Perform cutting and demolition by methods which will prevent damage to other portions of the Work and provide proper surfaces to receive installation of repair and new work

C. Perform fitting and adjusting of products to provide finished installation complying with the specified tolerances and finishes.

1.7 SURFACE CONDITIONS

A. Prior to commencement of Work in any trade, carefully inspect the installed Work of all other trades and verify that all such Work is complete to the point where subsequent Work may properly commence.

B. Verify the Work to be performed may be installed in strict accordance with all pertinent codes and regulations, the original design, addendum and change orders, approved shop drawings and manufacturers' literature.

1.8 DISCREPANCIES

A. In the event of discrepancies in any area of Work, immediately notify the Architect. Do not proceed with installation until all such discrepancies have been fully resolved.

1.9 SITE DUST CONTROL

A. Use all means necessary to prevent spread of dust during performance of the Work. Thoroughly moisten all surfaces as required to prevent dust being a nuisance to the public and concurrent performance of other Work on the site.

1.10 PERMITS

A. Building Permit: The Contractor shall pull the Building Permit from the County (Jurisdiction Having Authority). The Owner will pay related permit and impact fees.

B. Other Permits: The Contractor shall secure Right-of-Way Encroachment permits and all deferred Fire Protection (fire sprinkler, fire underground service, and fire alarm) permits. Fees for these permits shall be included in the Contract and paid by the Contractor.

1.11 CONTRACT DOCUMENTS

A. The Owner will provide the Contractor with one electronic set of plans and specifications in PDF format for the construction of the project. The plans and specifications provided by the Owner will match the documents approved by the County under the building permit. All printed sets, in whole or in part, required by the Contractor to perform the work shall be at the Contractor’s expense.

1.12 FIELD CONDITION VERIFICATION

A. The Contractor shall field verify existing field conditions and accept them as conditions of this scope of work.

1.13 SEPARATE CONTRACTORS

A. If any part of this Contractor's work depends upon the work of a separate Contractor, this Contractor shall inspect such other work and promptly report in writing to the Architect any defects in such other work that render it unsuitable to receive the work of this Contractor. Failure of this Contractor to so inspect and report shall constitute an acceptance of the other Contractor's work, except as to defects which may develop in other Contractor's work after execution of this Contractor's work.

1.14 CONSTRUCTION LIMITS

A. Contractor and Subcontractor work shall be confined within the areas designated as Construction Limits. The Construction Limits shall be set by the Construction Project Manager, and it shall be the responsibility of the General Contractor and Subcontractors to verify and follow these limits.

B. The Contractor shall meet with the Construction Project Manager prior to the beginning of the work to establish storage areas for materials and equipment, and access routes for delivery and removal of materials, supplies, equipment, etc. that are required for this work.

1.15 COMPLETENESS OF WORK

A. It is the intent of the contract documents that the Contractor shall turn over to the Owner a complete project. Any work not specifically called for or specified but required to comply with the intent of quality and completeness, shall be performed as part of the contract.

1.16 PENETRATIONS AT FIRE-RATED WALLS

A. All penetrations/openings through rated walls, ceilings, floors, etc. shall be sealed with an approved fire stopping material of equal to or greater rating (i.e., 1-hr., 2-hr., 3-hr., etc.). Fire stopping material used must be approved for use by the California State Fire Marshal. Contractor must provide the Architect with written verification and installation details prior to installation which indicates proper fire rating for the given condition and proof of California State Fire Marshall approval. Reference Section 07 84 13 Penetration Firestopping in this specification.

1.17 ENCLOSING OF WORK

A. Do not allow or cause any of the work performed or installed to be covered up or enclosed by work of this Section prior to all required inspections, tests and approvals.

B. Should any of the work be so enclosed or covered up before it has been approved, uncover all such work at no additional cost to the Owner.

C. After the work has been completely inspected, tested and approved, make all repairs and replacements necessary to restore the work to the condition in which it was found at the time of uncovering, all at no additional cost to the Owner.

END OF SECTION 01 00 00

GENERAL

1.1 SUMMARY OF WORK

A. Project: Yolo Branch Library

B. Owner: Yolo County Library, County of Yolo

C. Architect: WMB Architects

D. Construction Manager: Kitchell

E. The Work consists of the construction of 4,000 square foot (approximate) single story Type VB library building and associated site improvements as set forth on the Drawings and described in these Specifications.

F. Owner-Furnished Items: The following products will be furnished by Owner and shall be installed by Contractor as part of the Work:

1. Items salvaged from original library building identified on the Drawings for integration into new construction.

1.2 WORK RESTRICTIONS

A. COMMON AREAS:

1. All "common" areas impacted by this scope of work shall be left in the same condition as prior to work commencing. This shall include but not be limited to cleaning and repairing finishes damaged or soiled in executing this Contract.

B. COORDINATION WITH OWNER:

1. All work is to be scheduled with the Construction Manager including construction access and storage. The Construction Schedule procedure shall be approved by the Construction Manager prior to Start of Construction. No work shall commence at project site prior to the issuance and posting of a building permit.

C. FACILITY UTILITIES:

1. The Contractor shall make every effort to keep the existing facility utilities in operation. The Contractor shall notify the Owner a minimum of 48 hours in advance for allowance of disruption in services. Disruption in services shall only be at the Owner's discretion.

D. FACILITY DAMAGE:

1. It shall be the Contractor's responsibility to repair or replace any existing items or surfaces that are damaged during the construction. They shall be restored to original condition or finished to match adjacent surfaces at no additional cost to the Owner.

E. BUILDING AND SITE SECURITY

1. The Contractor shall be responsible for maintaining the building and the site in a secured condition in the area that is involved in this work at all times during the construction.

1.3 COVID-19 SPECIAL REQUIREMENTS

A. Some or all of the work will be performed during a state of emergency due to the COVID-19 pandemic. Minimizing the risk of transmission among workers is essential. Contractor shall take reasonable efforts to follow these guidelines to increase hygiene on the jobsite and include within their bid the expense to accommodate:

1. Add sanitary facilities (toilet and hand washing stations with soap and hand sanitizer provided). Workers should both wash their hands with soap for twenty seconds and use hand sanitizer often.
2. Provide prescreening and temperature checks of all workers prior to entering site work area. Any worker suspected of being ill shall not be allowed to enter site without evidence of negative test results of Covid-19. Any positive testing of workers shall result in notification of County Health and most current tracing requirements established at the time.
3. Perform deep cleaning on jobsites including disinfecting handrails, doorknobs, equipment handles and tools on an accelerated basis.
4. Instead of having group safety meetings, and to keep the suggested social distance, hold smaller individual safety meetings at the jobsite maintaining social distancing guidelines.
5. Keep separation of at least 6 feet as feasible while on the job and always during rest and break periods and lunches; there should not be any group gatherings.
6. Ask workers to consider bringing a lunch made at home and stay away from congested lunch trucks and coffee shops. Ask workers to try and go directly from work to home and vice versa with as little contact with the general public as possible.
7. Ensure workers wear and utilize all safety equipment available on the jobsite. Contractors should provide all protective equipment as available.
8. Instruct sick workers to stay at home.
9. Remind workers not shake hands when greeting others.
10. Remind workers not to touch their eyes, notes, or mouth with unwashed hands.

END OF SECTION 01 10 00

GENERAL

1.1 SUMMARY

A. Comply with procedures described in this Section when applying for progress payment and final payment under the Contract.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 PROCEDURES

A. Prior to start of construction, secure the Construction Manager’s approval of the schedule of values as provided in Section 01 29 73.

B. INFORMAL SUBMITTAL (unless otherwise directed by the Construction Manager):

1. Make an informal submittal of request for payment by filling in, with erasable pencil, pertinent portions of AIA Document G702, "Application and Certificate for Payment," plus continuation sheet or sheets. Provide back-up data as required to verify all stockpiled materials.

C. FORMAL SUBMITTAL (unless otherwise directed by the Construction Manager):

1. After review of the informal request by the Construction Manager, make formal submittal of request for payment by filling in the data as agreed to in 1.3 B. Sign the Application and Certificate for Payment. Submit the original of the Application, Certificate for Payment, and the continuation sheets, to the Construction Manager.

1.4 RETENTION:

A. Five percent (5%) of the certified amount be retained from each application to completion of the project.

B. Upon completion of project closeout requirements and submission of final Certificate for Payment, retention will be released to the Contractor along with the balance of payment on the Contract.

END OF SECTION 01 20 00

GENERAL

1.1 SUMMARY

A. The project is to be planned and constructed in such a way as to allow the existing modular library building to remain on site and operational (open to the public) during construction activities for the longest period of time possible.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 DESCRIPTION

A. PLANNING AND TEMPORARY CONTROLS

1. The Contractor shall develop a Construction Schedule and Temporary Controls Plan that accommodate the operation of the existing library facility to the extent described on the Drawings.

a. The Construction Schedule shall identify the timeframe within which the existing modular building must be removed from the site in order to achieve project completion within the Contract Time.

b. The Temporary Controls Plan shall describe how the construction site will be secured and public protected while allowing access to the modular library building.

B. REMOVAL OF MODULAR BUILDING

1. The County shall be responsible for decommissioning and removing the modular building from the site.

2. The Contractor shall be responsible for modifying the construction fence and other temporary controls after the removal of the modular building in order to facilitate remaining construction work.

3. The Contractor shall be responsible for demolishing existing concrete pad under modular building and remaining site paving after the removal of the modular building as required to complete the construction work.

END OF SECTION 01 23 13

GENERAL

1.1 SUMMARY

A. Procedures for securing approval of proposed substitutions.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 PRODUCT OPTIONS

A. The Contract is based upon standards of quality established in the Contract Documents.

1. In agreeing to the terms and conditions of the Contract, the Contractor has accepted a responsibility to verify that the specified products will be available and to place orders for all required materials in such a timely manner as is needed to meet his agreed construction schedule.

2. Neither the Owner nor the Architect has agreed to the substitution of materials or methods called for in the Contract Documents, except as they may specifically be approved in this Section.

B. Where the phrase "or equal" occurs in the Contract Documents, equivalent materials and/or methods may be proposed for substitution to those specified.

C. The material and/or methods specified by name establish the standard of quality. All proposed substitutions to be used in lieu of specified materials and/or methods shall in all ways be equal to or exceed the qualities of that specification.

D. Where proprietary products and/or systems are specified without the phrase “or equal”, the Owner may require the use of the specified product/system in order to maintain property standards for parts and maintenance, and/or performance. It is the Contractor’s responsibility to verify acceptance of substitutions prior to bid.

E. Substitutions will not be considered for products/ systems when specification language clearly prohibits substitutions.

1.4 SUBMITTAL OF PROPOSED SUBSTITUTIONS

A. Proposed substitutions of specified products, materials or methods, or those designated as "or equal" in the Drawings or Specifications, shall be submitted to the Architect for review a minimum of seven (7) working days in advance of the General Contract bid date.

B. Proposed substitutions will be considered only when such proposals are accompanied by a completed ‘Substitution Request’ form (template follows), full and complete technical data, and all other information required by the Architect to evaluate the proposed substitution.

C. Proposed substitutions submitted after a minimum of seven (7) working days in advance of the bid date will not be reviewed.

D. The decision of the Architect will be final.

1.5 DELAYS

A. Delays in construction arising by the non-availability of a specified material and/or method will not be considered by the Architect as justifying an extension of the agreed Time of Completion. Propose substitution for non-available items as in 1.4 above.

SUBSTITUTION REQUEST

Project: _____

To: _____ **A/E Project Number**: _____

From: _____ **Date**: _____

Contract For: _____ **Description** _____

Specification Title: _____ **Description**: _____

Section: _____ **Page** _____ **Article/Paragraph**: _____

Proposed Substitution: _____

Manufacturer: _____ **Address**: _____ **Phone**: _____

Trade Name: _____ **Model**: _____

Installer: _____ **Address**: _____ **Phone**: _____

History: ☐ New Product ☐ 2-5 Years Old ☐ 5-10 Years Old ☐ More than 10 Years Old

☐ **Point-by-Point comparative data attached – REQUIRED BY A/E**

Support Data Attached: ☐ Drawings ☐ Product Data ☐ Samples ☐ Tests ☐ Reports ☐ Other

Reason for not providing specified item: _____

Similar Local Installation:

Project: _____ Architect: _____

Address: _____ Owner _____

Date Installed: _____

Similar Local Installation:

Project: _____ Architect: _____

Address: _____ Owner _____

Date Installed: _____

Similar Local Installation:

Project: _____ Architect: _____

Address: _____ Owner _____

Date Installed: _____

Proposed substitution affects other parts of Work: ☐ No ☐ Yes

Explain _____

Savings to Owner for accepting Substitution: $ _____

Proposed Substitution Changes Contract Time: ☐ No ☐ Yes ☐ Add ☐ Deduct _____ Days

SUBSTITUTION REQUEST continued

The Undersigned certifies:

- Proposed substitution has been fully investigated and determined to be equal or superior in all respects to specified product.
- Same warranty will be furnished for proposed substitution as for specified product.
- Same maintenance service and source of replacement parts, as applicable, is available.
- Proposed substitution will have no adverse effect on other trades and will not affect or delay progress schedule.
- Cost data as stated above is complete. Claims for additional costs related to accepted substitution which may subsequently become apparent are to be waived.
- Proposed substitution does not affect dimensions and functional clearances.
- Payment will be made for changes to building design, including A/E design, detailing and construction costs caused by the substitution.
- Coordination, installation, and changes in the Work as necessary for accepted substitution will be complete in all respects.

Submitted by:

Signed by: _____

Firm: _____

Address: _____

Telephone: _____

Attachments: _____

ARCHITECTS REVIEW AND ACTION

☐ Substitution approved – Make submittals in accordance with Specification Section 013323
☐ Substitution approved as noted – Make submittals in accordance with Specification Section 013323
☐ Substitution rejected – Use specified materials
☐ Substitution Request received too late – Use specified materials
☐ Additional information required for evaluation.

Signed By: _____ Date: _____

Additional Comments ☐ Contractor ☐ Subcontractor ☐ Supplier ☐ Manufacturer ☐ Architect

_____

END OF SECTION 01 25 00

GENERAL

1.1 SUMMARY

A. Make such changes in the Work, in the Contract Sum, in the Contract Time of Completion, or any combination thereof, as are described in written Change Orders signed by the Owner and the Architect and issued after execution of the Contract, in accordance with the provisions of this Section.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 CHANGE ORDER PROCEDURES

A. From time to time during the course of the Work, the Architect may issue an order for a minor change in the Work without change in the contract sum or contract time.

B. Should the Contractor consider that a change in the contract sum or contract time is required, he will notify the Construction Manager before proceeding with the Work.

C. The Owner may solicit proposals from the Contractor for possible changes to the contract by issuing a request for a Cost Change Proposal through the Construction Manager for the desired change.

D. The Contractor will, upon receiving the request for a Cost Change Proposal, promptly complete the proposal for the described work. Provide an itemized proposal showing materials, labor, profit and overhead, and the effect on the critical path of the Construction Schedule. Include full back-up data such as subcontractors itemized letter of proposal, product data, invoices, and other pertinent data to substantiate the proposal. Return the completed proposal to the Architect on a copy of the Cost Change Proposal form at the end of this section. The Contractor may utilize his own form upon prior approval by the Owner.

E. When cost or credit has been agreed upon by the Owner and Contractor, the Contractor shall submit a Potential Change Order to the Construction Manager for signature by the Architect and Owner.

F. Approved Potential Change Orders will be collectively assembled into a Contract Change Order at certain intervals during the course of construction. Contract Change Orders shall be signed by all parties. The contract sum and contract time will be adjusted consecutively by each Contract Change Order as they are executed.

G. In the event the Contractor is not in agreement with the Owner and Architect as to change in Contract Sum and/or Time of a proposed change to the Contract Documents, the Architect may issue a Construction Change Directive through the Construction Manager as provided in the General Conditions to the Contract.

END OF SECTION 01 26 00

GENERAL

1.1 SUMMARY

A. This section contains the procedures to be followed by the General Contractor upon discovery of any apparent conflicts, omissions, or errors in the Contract Documents or upon having any questions concerning interpretation.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 DEFINITIONS

A. Requests for Interpretation: A request from the General Contractor seeking an interpretation or a clarification of some requirement of the Contract Documents. The General Contractor shall clearly and concisely set forth the issue requiring clarification or interpretation and why a response is needed. Include in the request interpretation or understanding of the contract's requirements along with documentation for the interpretation or understanding. Responses from the Architect will not change any requirements of the Contract Documents.

B. Drawing/Plan Clarification: An answer from the Architect in response to an inquiry from the General Contractor intended to make some requirement(s) of the drawings clearly understood. Drawing/plan clarifications maybe be sketches, drawings, or in narrative form and will not change any requirements of the drawings.

C. Non-Conformance Notice: A notice issued by the Architect documenting that the work or some portion thereof has not been performed in accordance with the requirements of the Contract Documents. Payment will not be made on any portion of the work which a Non-Conformance Notice has been issued and the work not corrected to the Satisfaction of the Architect. Upon receipt of a Non-Conformance Notice, the General Contractor shall provide written response within 5 working days after receipt, noting why they believe the work was performed in accordance with the Contract Documents or what corrective action they intend to take to correct the non-conforming work. Written responses from the General Contractor are not considered to be RFI's.

D. Project Communications: Routine written communications between the Architect and General Contractor shall be in writing, field memo, or e-mail. Such communications shall not be identified as RFI's.

1.4 PROCEDURES

A. Notification by General Contractor:

1. Submit all requests for clarification of additional information in PDF format to the Construction Manager using form approved by the Construction Manager and Architect.

2. Number RFI sequentially. Follow RFI number with sequential alphabetical suffix as necessary for each resubmission. For example, the first RFI would be "1"; the second would be "2". The first resubmittal of RFI "2" would be "2a", etc.

3. Limit each RFI to one subject.

4. Submit an RFI if one of the following conditions occurs:

a. The General Contractor discovers an unforeseen condition or circumstance that is not described in the Contract Documents.

b. The General Contractor discovers an apparent conflict or discrepancy between portions of the Contract Documents that appears to be inconsistent or cannot be reasonably inferred from the intent of the Contract Documents.

c. The General Contractor discovers what appears to be omission from the Contract Documents that cannot be reasonably inferred from the intent of the Contract Documents.

5. RFI's will not be recognized or accepted if, in the opinion of Architect, one of the following conditions exists:

a. The General Contractor submits the RFI under pretense of a Contract Documents discrepancy or omission without thorough review of the Contract Documents.

b. The General Contractor submits the RFI in a manner that suggests that specific portions of the Contract Documents are assumed to be excluded or by taking an isolated portion of the Contract Documents in part rather than whole.

c. The General Contractor submits an RFI in an untimely manner without proper coordination and scheduling of Work of related trades.

6. Ask for any clarification or request for interpretation immediately upon discovery. Submit RFIs in a reasonable time frame so as not to affect the Contract Schedule while allowing the full response time specified below.

1.5 RESPONSE TIME

A. The Architect, whose decision will be final and conclusive, will resolve such questions and issue instructions to the General Contractor through the Construction Manager within a reasonable time frame. In most cases, RFIs will receive a response within 10 working days. In some cases, this time may need to be lengthened for complex issues, or shortened for emergency situations, as mutually agreed in writing.

B. Should the General Contractor proceed with the work affected before receipt of a response from the Architect within the response time specified above, any portion of the work that is not done in accordance with the Architect's clarifications, instructions, or decisions is subject to removal or replacement and the General Contractor shall be responsible for all resultant losses.

END OF SECTION 01 26 15

GENERAL

1.1 SUMMARY

A. Provide a schedule of values for the Work.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SCHEDULE

A. Prepare a schedule which details the amounts allocated to each Section of the Work. The schedule shall total to the agreed Contract sum.

B. The Schedule of Values shall be consistent with the Construction Schedule.

1.4 SUBMITTALS

A. Prior to first application for payment, submit a proposed schedule of values to the Architect.

B. Meet with the Construction Manager and determine additional data, if any, required to be submitted. Secure the Construction Manager's approval of the schedule of values prior to submitting first application for payment.

END OF SECTION 01 29 73

GENERAL

1.1 SUMMARY

A. The Construction Manager will conduct project meetings throughout the construction period.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

B. The Contractor's relations with his subcontractors and materials suppliers, and discussions relative thereto, are the Contractor's responsibility and are not part of project meetings content.

EXECUTION

3.1 PRECONSTRUCTION MEETING

A. Preconstruction Meeting will be scheduled to be held within 15 working days after the Owner has issued the Notice to Proceed.

B. Provide attendance by authorized representatives of the Contractor and major subcontractors. The Construction Manager will advise other interested parties, including the Owner and the Architect, and request their attendance.

C. The Architect will coordinate with the Construction Manager, Contractor, and Owner to establish the agenda.

3.2 MEETING SCHEDULE AND LOCATION

A. Project meetings will be held every other week, unless otherwise determined by the parties. A mutually acceptable schedule for meetings will be determined at the pre-construction meeting.

B. Meetings will be held at the project site.

3.3 MEETING AGENDA ITEMS AND MINUTES

A. The Construction Manager shall develop agendas and compile minutes of each project meeting and distribute to Owner, Contractor, and Architect.

B. Advise the Construction Manager at least 24 hours in advance of project meetings of any changes to the agenda.

3.4 ATTENDANCE

A. Assign the project superintendent to represent the Contractor at project meetings throughout progress of the Work.

B. Subcontractors, materials suppliers, and others may be invited to attend those project meetings in which their aspect of the Work is involved.

3.5 REVISIONS TO MINUTES

A. Unless published minutes are challenged in writing prior to the next regularly scheduled progress meeting, they will be accepted as properly stating the activities and decisions of the meeting.

B. Persons challenging published minutes shall reproduce and distribute copies of the challenge to all indicated recipients of the particular set of minutes.

C. Challenge to minutes shall be settled as priority portion of "old business" at the next regularly scheduled meeting.

END OF SECTION 01 31 19

GENERAL

1.1 SUMMARY

A. Prepare and maintain the schedules and reports described in this Section.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the Contract.

1.3 RELIANCE UPON THE APPROVED SCHEDULE

A. The construction schedule as approved by the Construction Manager will be an integral part of the Contract and will establish interim completion dates for the various activities under the Contract.

B. Should any activity not be completed within 15 days after the stated scheduled date, the Owner shall have the right to require the Contractor to expedite completion of the activity by whatever means the Owner deems appropriate and necessary, without additional compensation to the Contractor.

C. Should any activity be 30 days or more behind schedule, the Owner shall have the right to perform the activity or have the activity performed by whatever method the Owner deems appropriate.

D. Costs incurred by the Owner in connection with expediting construction activity under this article shall be reimbursed by the Contractor.

E. It is expressly understood and agreed that failure by the Owner to exercise the option either to order the Contractor to expedite an activity or to expedite the activity by other means shall not be considered to set a precedent for any other activities.

PRODUCTS

2.1 CONSTRUCTION ANALYSIS

A. Graphically show by Gantt-chart-type schedule the order and interdependence of all activities necessary to complete the Work, and the sequence in which each activity is to be accomplished. Clearly identify the critical path of the project. Individual activities shall be no longer than 15 calendar days.

B. Include, but not necessarily limit, indicated activities to:

1. Project mobilization.
2. Submittal and approval of Shop Drawings and Samples.
3. Procurement of equipment and critical materials.
4. Fabrication of special material and equipment and its installation and testing.
5. Starting date, duration and completion of each major section of the Work.
6. Final cleanup.
7. Final inspecting and testing.
8. All activities by the Architect that affect progress, required dates for completion, or both, for all and each part of the Work.

EXECUTION

3.1 CONSTRUCTION SCHEDULE

A. Within 10 days after receipt of Notice to Proceed, complete the construction analysis in preliminary form, meet with the Construction Manager, review contents of the proposed construction schedule, and make all revisions agreed upon. Submit to Construction Manager copies of the baseline construction schedule for approval.

B. The Construction Schedule shall use calendar days for Project Start and Project Completion milestones. Individual activities may use a “working days” calendar.

3.2 PERIODIC REPORTS

A. Update the approved construction schedule and submit with the Application for Payment each month. Indicate "actual" progress in percent completion of each activity. Updates shall be shown against the approved baseline schedule. No logic changes shall be made without prior approval from the Construction Manager.

B. Provide a written summary of changes in the critical path, reasons causing any delays in the schedule, and an explanation of corrective actions taken or proposed.

C. Make only those revisions to approved construction schedule as are approved in advance by the Construction Manager.

END OF SECTION 01 32 16

GENERAL

1.1 DESCRIPTION

A. This Section describes the requirements for furnishing photographs depicting work progress.

B. Furnish photographs of the site construction throughout the progress of the work.

C. Take photographs on cutoff date for each Application for Payment.

D. In addition, take photographs at the beginning and completion of the following elements:

1. Excavation
2. Foundations
3. Structural framing
4. Enclosure of building
5. Final completion

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Digital photographs on CD/DVD disk; provide in JPEG format.

B. Identify each print. List name of Project, phase, orientation of view, date and time of view, name and of photographer, and photographer's numbered identification of exposure.

1.4 TECHNIQUE

A. Factual presentation with correct exposure and focus, high resolution and sharpness, maximum depth of field, and minimum distortion.

1.5 VIEWS

A. Take sufficient photographs at each specified time, until Date of Completion.

1.6 POSTING/ DELIVERY OF PHOTOGRAPHS

A. Post all photographs to project-specific construction management website and provide access for Architect and Construction Manager.

PRODUCTS

Not used

EXECUTION

Not used

END OF SECTION 01 32 33

GENERAL

1.1 SUMMARY

A. Shop drawing and product data submittals shall be transmitted to Architect in electronic (PDF) format using a website service designed specifically for transmitting submittals between construction team members.

B. The intent of electronic submittals is to expedite the construction process by reducing paperwork, improving information flow, and decreasing turnaround time.

C. The electronic submittal process is not sufficient for color samples, color charts, or physical material samples.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

PRODUCTS

2.1 PRODUCTS

A. Basis of specification is e-Builder web-based construction management database provided by the Owner.

B. The Owner may permit the use of a web-based construction management database service provided by the Contractor upon determination that the proposed service meets the requirements of the Project. If approved, the cost of such service shall be paid by the Contractor.

C. Product Requirements.

1. Independently hosted, web-based system for automated tracking, storage, and distribution of contract submittals, Requests for Information, and other contract related documents. FTP sites, e-mail exchanges, and server-based systems hosted from inside a contractor’s office will not be considered and are not acceptable.

2. Utilize 256-bit SSL encryption and hosted at SAS70 Type II compliant data centers.

3. Minimum five years documented experience of use on comparable commercial construction projects. “Comparable commercial construction projects” shall be defined as documented use on a minimum of five hundred governmental, public-entity, or private sector projects each of $1 million construction value or greater.

4. Minimum five years documented 99.5% website uptime.

5. Unlimited individual user accounts and system access for all project subcontractors, general contractor, owner staff, construction manager, architect, design consultants, and sub-consultants, with no additional fees for those parties to access the system.

6. Separate locations for owner, architect, design consultant, and sub-consultant review comments with contractors restricted from viewing comments until final review or release by owner or primary design consultant.

7. Full version histories and dates of exchanges automatically tracked and available for viewing, searching, and reporting in a linear log format compatible with AIA G712.

8. Functionality to group submittals as required packages and apply forms and review comments to entire package simultaneously.
9. Functionality for integrated online PDF viewing and review, including graphical markups and stamps, for owner, architect, design consultants, sub-consultants, and general contractor without need for additional software purchase.
10. Automatic, configurable e-mail reminders of past due items.
11. Customized, automated PDF form generation for submittals, RFIs and other documents matching standard templates used by owner, design consultants, sub-consultants and general contractor. Documentation and demonstration of automatic form generation using each entity's templates must be submitted as part of any substitution request.
12. Prior to project start, Construction Manager or General Contractor shall create submittal log with all required items from project manual or submittal register. Owner or primary design consultant shall have full control over required items list and access to edit, add, or remove items during project.
13. System vendor shall provide minimum one-hour live web meeting training sessions to contractors, design consultants, sub-consultants, and owner staff prior to project start.
14. System vendor shall make available minimum thirty-minute live web meeting training sessions for subcontractors at least twice weekly for the entire duration of the project.
15. Allowance for scanning and printing services provided by local third-party reprographic vendor to assist with obtaining documents electronically and online print ordering.

EXECUTION

3.1 SUBMITTAL REQUIREMENTS

A. SHOP DRAWINGS

1. Scale and measurements: Make Shop Drawings accurately to a scale sufficiently large to show all pertinent aspects of the item and its method of connection to the Work.
2. Submit Shop Drawings in the form of PDF electronic files of each sheet.

B. PRODUCT DATA

1. Provide PDF electronic files of required product data submittals.
2. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

C. HAZARDOUS MATERIALS SAFETY DATA SHEETS

1. Provide PDF electronic copies of required hazardous materials safety data sheets for each specific material and type.
2. Where contents of submitted literature from manufacturers includes data not pertinent to the submittal, clearly show which portions of the contents are being submitted for review.

D. SAMPLES

1. Provide Sample or Samples identical to the precise article proposed to be provided.

2. Submit Samples in the quantity which is required to be returned to the Contractor, plus one which will be retained by the Architect.

3. By prearrangement in specific cases, a single Sample may be submitted for review and, when approved, be installed in the Work at a location agreed upon by the Architect.

E. MOCK-UPS

1. Provide mock-ups of material applications and fabrications as identified in various sections of this specification. Mock-up shall be provided in the actual material and finish designated for the application. Make modifications and adjustments as required by the Architect

F. COLORS AND PATTERNS

1. Unless the precise color and pattern is specifically called out in the Contract Documents, and whenever a choice of color or pattern is available in the specified products, submit accurate color and pattern charts to the Architect for selection.

3.2 PROCEDURES

A. The Construction Manager shall establish a project-specific interactive database within construction management website.

B. Contractor shall upload submittals to project-specific database within construction management website. Contractor shall be responsible for uploading submittals in a timely manner as required to accommodate adequate review and processing of submittals within timeframes required to maintain the construction schedule.

C. Contractor shall review and apply electronic stamp certifying that the submittal complies with the requirements of the Contract Documents including verification of manufacturer/ product, dimensions and coordination of information with other parts of the work.

D. Architect/Engineer review comments will be uploaded to the project-specific database on the construction management website. Contractor will receive e-mail notice of completed review.

E. Distribution of reviewed submittals to subcontractors and suppliers is the responsibility of the Contractor.

3.3 GROUPING OF SUBMITTALS

A. Make submittals in groups containing all associated items to assure that information is available for checking each item when it is received.

B. Partial submittals may be rejected as not complying with the provisions of the Contract. The Contractor may be held liable for delays so occasioned.

3.4 TIMING OF SUBMITTALS

A. Make submittals far enough in advance of scheduled dates for installation to provide time required for reviews, for securing necessary approvals, for possible revisions and resubmittals, and for placing orders and securing delivery.

B. In scheduling, allow at least ten working days for review by the Architect following the Architect's receipt of the submittal; fifteen working days if the submittal requires review by consultants to the architect (civil, structural, electrical, mechanical engineers, landscape architects, etc.)

3.5 REQUIRED SUBMITTALS

Spec Section		Product Data	Shop Drawings	Samples	Hazardous Materials Safety Sheet	Other
033000	Cast-in-Place Concrete	X	REBAR		ADMIX.	Mix Designs
042113.23	Thin Brick Veneer	X		X	X	
042223	Concrete Unit Masonry	X	REBAR			Certificates
055000	Metal Fabrications	X	X			Weld Cert.
055133	Metal Ladders	X	X			
055213	Pipe and Tube Railings	X	X			
061000	Rough Carpentry	X				
061643	Insulating Sheathing	X	X			
061800	Glu-Laminated Construction	X	X			Calculations
062000	Finish Carpentry	X	X	X		
064100	Architectural Wood Casework	X	X	X		
072100	Thermal Insulation	X				
072719	Weather Barrier	X				
073113	Composition Shingles	X		X		
074646	Mineral Fiber Cement Siding	X		X		
075419	Single Ply Membrane Roofing	X	X		X	
076200	Sheet Metal Flashings and Trim	X	X			
078413	Penetration Firestopping	X				
079200	Joint Sealants	X		X		
081113	Hollow Metal Doors and Frames	X	X			
081373	Aluminum-Wood Multi-Slide Doors	X	X	X		
081416.13	Wood Door Frames	X				
081433	Stile and Rail Wood Doors	X	X			
083200	Special Function Doors	X	X			
085213	Aluminum Clad Wood Windows	X		X		
087100	Door Hardware	X				Schedule
087113	Automatic Door Operators	X				
089000	Louvers and Vents	X	X			
092900	Gypsum Board	X		TEXTURE	X	
093000	Tiling	X		X		
095113	Suspended Acoustical Ceilings	X	X	X		
095426	Linear Wood Ceiling System	X	X	X		
096519	Resilient Tile Flooring	X		X	X	
096813	Tile Carpeting	X		X	X	
097220	Fiberglass Reinforced Panels	X		X	X	
099100	Painting and Coating	X		BRUSH-OUTS	X	
101116	Marker Boards and Tackboards	X				
101146	Linoleum Bulletin Board	X		X		
101400	Signage	X	X	X		
102113	Toilet Compartments	X	X	X		
102800	Toilet Accessories	X				
103100	Manufactured Fireplaces	X	X			

Spec Section		Product Data	Shop Drawings	Samples	Hazardous Materials Safety Sheet	Other
104413	Fire Extinguishers and Cabinets	X				
113100	Kitchen Appliances	X				
115100	Library Equipment	X	X			
122413	Roller Window Shades	X	X	X		
129300	Site Furnishings	X				
211000	Water-Based Fire Suppression Systems	X	X			Hydraulic Calculations
220000	Plumbing	X				
230000	Heating, Ventilating and Air Conditioning	X				
260000	Electrical	X				
283000	Fire Detection and Alarm	X	X			Battery Calculations
312200	Excavating. Filling, Compacting and Grading	X				
312333	Trenching, Backfilling and Compacting	X				
321216	Asphalt Paving	X				Mix Design
321313	Concrete Paving	X				Mix Design
321416	Brick Pavers	X		X		
321540	Decomposed Granite	X				
328400	Planting Irrigation	X				
329000	Planting	X				
334100	Piped Utility Materials	X				
334113	Storm Drainage	X				

END OF SECTION 01 33 23 .21

GENERAL

1.1 SUMMARY

A. Publication Dates: Comply with standards in effect as of date of the Contract Documents unless otherwise indicated.

B. Abbreviations and Acronyms: Where abbreviations and acronyms are used in Specifications or other Contract Documents, they shall mean the recognized name of the entities in the following list. Names, telephone numbers, and Web site addresses are subject to change and are believed to be accurate and up-to-date as of the date of the Contract Documents.

AA	Aluminum Association, Inc. (The) www.aluminum.org	(703) 358-2960
AABC	Associated Air Balance Council www.aabchq.com	(202) 737-0202
AAMA	American Architectural Manufacturers Association www.aamanet.org	(847) 303-5664
ACCA	Air Conditioning Contractors of America www.acca.org	(703) 575-4477
ACI	American Concrete Institute/ACI International www.concrete.org	(248) 848-3700
AF&PA	American Forest & Paper Association www.afandpa.org	(800) 878-8878 (202) 463-2700
AGA	American Gas Association www.aga.org	(202) 824-7000
AHA	American Hardboard Association www.domensino.com	(847) 934-8800
AI	Asphalt Institute www.asphaltinstitute.org	(859) 288-4960
AISC	American Institute of Steel Construction, Inc. www.aisc.org	(800) 644-2400 (312) 670-2400
AISI	American Iron and Steel Institute www.steel.org	(202) 452-7100
AITC	American Institute of Timber Construction www.aitc-glulam.org	(303) 792-9559
ALSC	American Lumber Standard Committee www.alsc.org	(301) 972-1700
ANSI	American National Standards Institute	(202) 293-8020

	www.ansi.org	
APA	APA-The Engineered Wood Association www.apawood.org	(253) 565-6600
APA	Architectural Precast Association www.archprecast.org	(239) 454-6989
ARB	California Air Resources Board www.arb.ca.gov	(800) 242-4450
ARI	Air-Conditioning & Refrigeration Institute www.ahrinet.org	(703) 524-8800
ARMA	Asphalt Roofing Manufacturers Association www.asphaltroofing.org	(202) 207-0917
ASCE	American Society of Civil Engineers www.asce.org	(800) 548-2723 (703) 295-6300 (Inter.)
ASHRAE	American Society of Heating, Refrigerating and Air-Conditioning Engineers www.ashrae.org	(800) 527-4723 (404) 636-8400
ASME	ASME International (The American Society of Mechanical Engineers International) www.asme.org	(800) 843-2763
ASTM	ASTM International www.astm.org	(610) 832-9500
AWCI	AWCI International (Association of the Wall and Ceiling Industries International) www.awci.org	(703) 538-1600
AWI	Architectural Woodwork Institute www.awinet.org	(571) 323-3636
AWPA	American Wood-Preservers' Association www.awpa.com	(205) 733-4077
AWS	American Welding Society www.aws.org	(800) 443-9353 (305) 443-9353
BHMA	Builders Hardware Manufacturers Association http://www.buildershardware.com	(212) 297-2122
BICSI	BICSI www.bicsi.org	(813) 979-1991
BSC	California Building Standards Commission www.bsc.ca.gov	(916) 263-0916

CalRecycle	California Department of Resources Recycling and Recovery www.calrecycle.ca.gov	(916) 322-4027
CCC	Carpet Cushion Council www.carpetcushion.org	(610) 527-3880
CCR	California Code of Regulations www.oal.ca.gov	(916) 323-6225
CDA	Copper Development Association Inc. www.copper.org	(212) 251-7200
CDPH	California Department of Public Health www.cdph.ca.gov	(916) 558-1784
CIMA	Cellulose Insulation Manufacturers Association www.cellulose.org	(888) 881-2462 (937) 222-2462
CISCA	Ceilings & Interior Systems Construction Association www.cisca.org	(630) 584-1919
CISPI	Cast Iron Soil Pipe Institute www.cispi.org	(404) 622-0073
CRI	Carpet and Rug Institute (The) www.carpet-rug.org	(706) 278-3176
CRSI	Concrete Reinforcing Steel Institute www.crsi.org	(847) 517-1200
CSA	Canadian Standards Association www.csa.ca	1-800-463-6727
CSSB	Cedar Shake & Shingle Bureau www.cedarbureau.org	(604) 820-7700
DHI	Door and Hardware Institute www.dhi.org	(703) 222-2010
DSA	California Division of the State Architect www.dgs.ca.gov	(916) 376-5000
EIMA	EIFS Industry Members Association www.eima.com	(800) 294-3462 (770) 968-7945
EPA	U.S. Environmental Protection Agency www.epa.gov	(202) 564-7076
FS	Federal Specification Available from Department of Defense Single Stock Point www.dodssp.daps.dla.mil	(215) 697-6257
FS (con't)	Available from General Services Administration	(202) 619-8925

	www.gsa.gov	
FS (con't)	Available from National Institute of Building Sciences www.nibs.org	(202) 289-7800
FSC	Forest Stewardship Council www.fsc.org	(612) 353-4511
GA	Gypsum Association www.gypsum.org	(301) 277-8686
GANA	Glass Association of North America www.glasswebsite.com	(785) 271-0208
HCD	Department of Housing and Community Development www.hcd.ca.gov	(916) 445-4782
HPVA	Hardwood Plywood & Veneer Association www.hpva.org	(703) 435-2900
IAMPO	International Association of Plumbing and Mechanical Officials www.iapmo.org	(909) 472-4100
ICC	International Code Council www.iccsafe.org	(888) 422-7233
IGCC	Insulating Glass Certification Council www.igcc.org	(315) 646-2234
IGMA	Insulating Glass Manufacturers Alliance (The) www.igmaonline.org	(613) 233-1510
ILI	Indiana Limestone Institute of America, Inc. www.iliai.com	(812) 275-4426
ISSFA	International Solid Surface Fabricators Association www.issfa.net	(887) 464-7732
KCMA	Kitchen Cabinet Manufacturers Association www.kcma.org	(703) 264-1690
MBMA	Metal Building Manufacturers Association www.mbma.com	(216) 241-7333
MFMA	Maple Flooring Manufacturers Association www.maplefloor.org	(888) 480-9138
MFMA	Metal Framing Manufacturers Association www.metalframingmfg.org	(312) 644-6610
MIA	Marble Institute of America www.marble-institute.com	(440) 250-9222
MPI	Master Painters Institute www.paintinfo.com	(888) 674-8937

NCMA	National Concrete Masonry Association www.ncma.org	(703) 713-1900
NEBB	National Environmental Balancing Bureau www.nebb.org	(301) 977-3698
NeLMA	Northeastern Lumber Manufacturers' Association www.nelma.org	(207) 829-6901
NEMA	National Electrical Manufacturers Association www.nema.org	(703) 841-3200
NFPA	National Fire Protection Association www.nfpa.org	(617) 770-3000
NFRC	National Fenestration Rating Council www.nfrc.org	(301) 589-1776
NLGA	National Lumber Grades Authority www.nlga.org	(604) 584-2393
NOFMA	National Wood Flooring Manufacturers Association www.nofma.org	(800) 422-4556
NRCA	National Roofing Contractors Association www.nrca.net	(847) 299-9070
NWWDA	National Wood Window and Door Association (See WDMA)	
NSF	National Sanitation Foundation www.nsf.org	(800) 673-6275
ODHPD	Office of Statewide Health Planning and Development www.oshpd.ca.gov	(916) 326-3600
OSHA	Occupational Safety and Health Act www.osha.gov	800-321-6742
PCI	Precast/Prestressed Concrete Institute www.pci.org	(312) 786-0300
PDCA	Painting and Decorating Contractors of America www.pdca.com	(800) 332-7322 (314) 514-7322
RCSC	Research Council on Structural Connections c/o AISC www.boltcouncil.org	
SAE	SAE International www.sae.org	(724) 776-4841 (724) 776-4960 Publications
SCAQMD	South Coast Air Quality Management District www.aqmd.gov	(909) 396-2000

SCS	Scientific Certifications Systems www.scscertified.com	(800) 326-3228
SDI	Steel Deck Institute www.sdi.org	(847) 458-4647
SDI	Steel Door Institute www.steeldoor.org	(440) 899-0010
SJI	Steel Joist Institute www.steeljoist.org	(843) 407-4091
SMACNA	Sheet Metal and Air Conditioning Contractors' National Association www.smacna.org	(703) 803-2980
SPIB	Southern Pine Inspection Bureau (The) www.spib.org	(850) 434-2611
SPRI	Single Ply Roofing Institute www.spri.org	(781) 647-7026
SSPC	The Society for Protective Coatings www.sspc.org	(412) 281-2331 (877) 281-7772
TABB	Testing, Adjusting and Balancing Bureau www.tabbcertified.org	(703) 739-7100
TCA	Tile Council of America, Inc. www.tileusa.com	(864) 646-8453
TIA	Telecommunications Industry Association www.tiaonline.org	(703)-907-7700
TMS	The Masonry Society www.masonrysociety.org	(303) 939-9700
TPI	Truss Plate Institute, Inc. www.tpinst.org	(703) 683-1010
UL	Underwriters Laboratories Inc. www.ul.com	(877) 854-3577
WCLIB	West Coast Lumber Inspection Bureau www.wclib.org	(800) 283-1486 (503) 639-0651
WCMA	Window Covering Manufacturers Association http://www.wcmanet.org	(212) 297-2122
WCSC	Window Covering Safety Council www.windowcoverings.org	(212) 297-2100

WDMA	Window & Door Manufacturers Association (Formerly: NWWDA - National Wood Window and Door Association) www.wdma.com	(800) 223-2301 (847) 299-5200
WI	Woodwork Institute (Formerly: WIC - Woodwork Institute of California) www.woodworkinstitute.com	(916) 372-9943
WIC	Woodwork Institute of California (See WI)	
WMMPA	Wood Moulding & Millwork Producers Association www.wmmpa.com	(800) 550-7889 (530) 661-9591
WWPA	Western Wood Products Association www2.wwpa.org	(503) 224-3930

END OF SECTION 01 42 00

GENERAL

1.1 SUMMARY

A. Provide for testing, as required by Owner, to determine that materials provided for the Work meet the specified requirements.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 QUALITY ASSURANCE

A. The Owner will select a pre-qualified independent testing laboratory. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

1.4 PRODUCT HANDLING

A. Promptly process and distribute all required copies of test reports and related instructions to ensure all necessary retesting and/or replacement of materials with the least possible delay in progress of the Work.

PRODUCTS

2.1 PAYMENT FOR TESTING SERVICES

A. The Owner will pay for all initial testing services requested by the Owner. When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof will be paid for by the Contractor.

B. Special Inspections and tests required by codes, ordinances, or by a plan approval authority shall be the responsibility of Contractor. The Contractor shall utilize the testing services firm retained by the Owner and testing shall be paid for by the Owner unless otherwise provided in the Contract Documents.

C. When initial tests indicate non-compliance with the Contract Documents, all subsequent retesting occasioned by the non-compliance shall be performed by the same testing laboratory and the costs thereof will be paid for by the Contractor.

D. Inspection or testing performed exclusively for the Contractor's convenience shall be the sole responsibility of the Contractor.

EXECUTION

3.1 COOPERATION WITH TESTING LABORATORY

A. Representatives of the testing laboratory shall have access to the Work at all times. Provide facilities for such access in order that the laboratory may properly perform its functions.

3.2 SCHEDULES FOR TESTING

A. By advance discussion with the testing laboratory selected by the Owner, determine the time required for the laboratory to perform its tests and to issue each of its findings.

B. Provide all required time within the construction schedule.

C. When changes of construction schedule are necessary during construction, coordinate all such changes of schedule with the testing laboratory as required.

D. When the testing laboratory is ready to test according to the determined schedule but is prevented from testing or taking specimens due to incompleteness of the Work, all extra costs for testing attributable to the delay may be backcharged to the Contractor and shall not be borne by the Owner,

3.3 TAKING SPECIMENS

A. All specimens and samples for testing, unless otherwise provided in these Contract Documents, will be taken by the testing laboratory; all sampling equipment and personnel will be provided by the testing laboratory; and all deliveries of specimens and samples to the testing laboratory will be performed by the testing laboratory.

END OF SECTION 01 45 23

GENERAL

1.1 SUMMARY

A. This Section describes construction facilities and temporary controls.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 USE CHARGES

A. Cost or use charges for temporary facilities shall be included in the Contract Sum.

EXECUTION

3.1 TEMPORARY UTILITIES

A. General: Arrange with utility company, Owner and existing users for time when service can be interrupted, if necessary, to make connections for temporary services.

B. Water: Provide necessary temporary piping and water supply.

C. Electricity: Provide necessary temporary wiring and distribution boxes to obtain power and lighting at points where needed for work, inspection and safety.

D. Heating: Provide and maintain heat necessary for proper conduct of operations.

E. Telephone and Internet Access: Make necessary arrangements for installation and operation of access for internet service to the Contractor's office at the site. Contractor shall provide a dedicated cellular phone service for the project superintendent.

3.2 FIELD OFFICES

A. Provide a field office building(s) for Contractor's offices, supply and storage. Provide and equip enclosed space adequate for holding project meetings.

3.3 SANITARY FACILITIES

A. Provide temporary toilets, wash facilities and drinking-water fixtures. Comply with regulations and health codes for type, number, location, operation and maintenance of fixtures and facilities.

3.4 TEMPORARY SECURITY AND PROTECTION FACILITIES

A. Provide temporary environmental protection, operate temporary facilities, and conduct construction in ways and by methods that comply with environmental regulations and that minimize possible air, waterway and subsoil contamination or pollution or other undesirable effects.

B. Provide measures to prevent soil erosion and discharge of soil-bearing water runoff and airborne dust to adjacent properties and walkways, according to requirements of authorities having jurisdiction.

C. Provide temporary enclosures for protection of construction and workers from inclement weather and for containment of heat.

D. Comply with requirements of authorities having jurisdiction for erecting structurally adequate barricades, including warning signs and lighting.

E. Enclosures: Provide and maintain for the duration of construction all scaffolds, tarpaulins, canopies, warning signs, steps, platforms, bridges, and other temporary construction necessary for proper completion of the Work in compliance with pertinent safety and other regulations.

F. Install and maintain temporary fire-protection facilities. Comply with NFPA 241.

3.5 TEMPORARY FENCING

A. Provide and maintain for the duration of construction a temporary fence of design and type needed to prevent people and animals from easily entering the site except by entrance gates.

3.6 PROJECT SIGNS

A. Within 15 days of the "Notice to Proceed", fabricate and install the job sign on the site as shown on the Drawings.

B. Contractor shall include the cost of temporary project sign fabrication and installation in the Contract.

C. Sign shall be ¾” min. 48” x 96” exterior A/C plywood mounted to 4x4 PT wood posts embedded 36” min. into ground or mounted on and braced to lumber skids. Height of sign shall be 72” above grade. All exposed wood shall be painted white with 2-coats gloss enamel. Sign face shall be professionally printed and included, at a minimum, the name of the project, architect, contractor, Yolo County Library logo, and the County of Yolo seal. Architect will provide digital artwork for sign after award of contract.

D. Contractor shall coordinate location of temporary construction sign with County Project Manager.

E. Upon completion of the Work, demount the job sign and return to the Owner at his direction.

3.7 MAINTENANCE

A. Maintain temporary facilities and controls as long as needed for safe and proper completion of the Work.

3.8 TERMINATION AND REMOVAL

A. Temporary Utilities: At earliest feasible time, when acceptable to Owner, change over from use of temporary services to use of permanent service.

B. Remove temporary facilities and controls no later than substantial Completion. Personnel remaining after Substantial Completion will be permitted to use permanent facilities, under conditions acceptable to Owner.

3.9 CONSTRUCTION-PHASE CONTROLS TO MITIGATE POTENTIAL ENVIRONMENTAL IMPACTS

A. Cultural Resources, Tribal Cultural Resources, and Human Remains

1. To ensure appropriate construction crews and personnel are aware of the potential for the New Yolo Branch Library Building Project to encounter unrecorded cultural resources (i.e., historical, archaeological, and paleontological resources), tribal cultural resources, and/or human remains, all construction personnel involved in supervising or performing ground disturbing activities (site clearing, excavation work, grading, and trenching) shall participate in pre-construction training provided by the County.

2. All ground disturbing activities (site clearing, excavation work, grading, and trenching) shall be monitored by an archeologist and/or tribal representative retained by the County. The Contractor shall accommodate monitors onsite and coordinate timing of subject construction activities with the County Project Manager.

3. To reduce the potential for equipment to inadvertently adversely affect unrecorded cultural resources and tribal cultural resources, all excavating machinery shall use toothless buckets during ground disturbing activities (site clearing, excavation work, grading, and trenching).

4. In the event that unrecorded cultural resources, tribal cultural resources, or human remains are discovered, ground disturbing activities shall cease immediately, and the Contractor shall notify the County Project Manager or onsite cultural monitor. Ground disturbing construction activities shall not resume until authorized by the County Project Manager.

B. During construction activities, Contractor will be required to abide by Mitigation Measure AIR-1A (Reduce Fugitive Dust Emissions) established in the Project Environmental Impact Report. Contractor will be held to the strictest requirements of those found elsewhere in the Contract Documents and those described below.

1. Water all exposed surfaces (e.g., staging areas, soil piles, graded areas, and unpaved access roads) two times per day during construction and adequately wet demolition surfaces to limit visible dust emissions.

2. Cover or maintain at least two feet of freeboard for all haul trucks transporting soil, sand, or other loose materials off the project site.

3. Sweep streets if visible soil material is carried out from the construction site.

4. Apply non-toxic binders (e.g., latex acrylic copolymer) to exposed areas after cut-and-fill operations and hydroseed area.

5. Apply chemical soil stabilizers on inactive construction areas (disturbed lands within construction projects that are unused for at least four consecutive days.

6. Minimize idling time of diesel-powered construction equipment to five minutes and post signs reminding workers of this idling restriction at access points and equipment staging areas during construction of the proposed project.

C. During construction activities, Contractor will be required to abide by Mitigation Measure HAZ-1A (Minimize and Avoid Impacts from Unanticipated Hazardous Materials) established in the Project Environmental Impact Report. Contractor will be held to the strictest requirements of those found elsewhere in the Contract Documents and those described below.

1. In the event unanticipated contamination or hazardous materials are discovered during project construction (e.g., gasoline odors, or oily soil or water), the Contractor shall:

a. Stop all work immediately, contact the Department of Environmental Health, and take appropriate investigative and/or remedial action to adequately characterize the contamination and ensure the release or potential release of hazardous materials would not pose a significant threat to human health and/or the environment.

b. Construction may proceed if, after coordinating with the Department of Environmental Health, it is determined activities would not affect the release or potential release of a hazardous material.

D. During construction activities, Contractor will be required to abide by Mitigation Measure HAZ-1D (Minimize and Avoid Impacts from Equipment Leaks and Spills) established in the Project Environmental Impact Report. Contractor will be held to the strictest requirements of those found elsewhere in the Contract Documents and those described below.

1. The Contractor shall minimize and avoid potential leaks and spills from heavy construction equipment used during demolition, site preparation, and building construction activities by:
    a. Designating vehicle and equipment storage, staging, and clean-up locations.
    b. Designating equipment fueling locations and ensuring appropriate spill containment measures and spill response equipment is on-site.
    c. Inspecting equipment for leaks prior to and at the conclusion of daily construction activities. If leaks are observed, the leaking equipment shall be repaired immediately. All contaminated water, sludge, spill residue, or other hazardous compounds discovered during inspections shall be contained and disposed of, as necessary, at lawfully permitted or authorized disposal sites.

E. During construction activities, Contractor will be required to abide by Mitigation Measure NOI-1A (Reduce Potential Temporary Construction Noise Impacts) established in the Project Environmental Impact Report. Contractor will be held to the strictest requirements of those found elsewhere in the Contract Documents and those described below.
    1. Construction deliveries and construction activities shall be restricted to the hours of 7:00 AM to 6:00 PM, Monday through Friday and 9:00 AM to 6:00 PM on Saturday. Construction activities on Sunday shall be prohibited.
    2. Provide electrical hook-up to the construction site and prohibit the use of diesel-powered generators to the extent it is logistically and technically feasible to do so.
    3. Impact tools such as jack hammers shall be hydraulically or electrically powered wherever possible to avoid noise associated with compressed air exhaust from pneumatically powered tools. When use of pneumatic tools is unavoidable, they shall include a noise suppression device on the compressed air exhaust.

F. During construction activities, Contractor will be required to abide by Mitigation Measure NOI-1B (Reduce Potential Temporary Construction Vibration Impacts) established in the Project Environmental Impact Report. Contractor will be held to the strictest requirements of those found elsewhere in the Bid Documents and those described below.
    1. The operation of vibratory rollers, plate compactors, and other large compaction equipment shall be prohibited within 15 feet of all adjacent residential structures.
    2. If it is not feasible to avoid the operation of large compaction equipment within 15 feet of adjacent residential structures, the Contractor shall develop and implement a Vibration Mitigation Plan that identifies the vibration control measures to ensure construction does not damage any adjacent residential structure. Such measures may include the use of before and after photos, vibration monitoring, barriers, pre-compaction activities, use of smaller equipment, or other measures that limit groundborne vibration to levels that would not result in structural damage (approximately 0.5 inches per second peak particle velocity).

G. Contractor is advised that the County has obligations under the Mitigation Monitoring and Reporting Program established by the Project Environmental Impact Report to perform a nesting bird and roosting bat survey onsite prior to start of construction and to ensure proper monitoring of site.
    1. Contractor shall not begin work onsite until County has performed survey and informed Contractor that construction may proceed.
    2. County will pay for biological survey.

3. Due to restrictions established by the California Department of Public Health, direct contact by workers with any bat is not allowed. The Contractor shall notify the County Project Manager immediately if a bat or bat roost is discovered or encountered during project construction.

END OF SECTION 01 50 00

GENERAL

1.1 SUMMARY

A. This Section specifies preservation of existing trees and plants, including pruning, protective barriers and irrigation during building demolition, site work and building construction.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 PERFORMANCE REQUIREMENTS

A. Do not allow trees and plans to be cut, broken, skinned, bark bruised on roots damaged.

B. Do not alter earth surface within drip lines of trees or plants.

1.4 SEQUENCE

A. Install temporary fencing before any other work is performed in the area of existing trees or plants.

1.5 SPECIAL WARRANTY

A. Remove and replace trees or plants with subsequently die and which are neglected or injured during the Contract time. Replace with approved 24-inch box specimen. Replant and provide 3-year care and maintenance contract for new tree.

B. Provide 3-year care and maintenance contract for trees with broken limbs, bruised bark, portions skinned or showing root damaged because of construction activities.

1.6 MAINTENANCE

A. Irrigate on a regular basis with potable water to maintain trees and plants in good health.

PRODUCTS

2.1 MATERIALS

A. Barricades:

1. Fabric: 6-foot high utility, snow type fencing consisting of 2-inch wood lath woven between 7 double strands of galvanized wire. Spaces between lath shall be 2-inch maximum.

2. Posts: As required to keep fabric upright and in fixed position during construction.

B. Tree Seal: Antibacterial fungicide of waterproof composition specifically manufactured for use in pruning plants.

EXECUTION

3.1 PREPARATION

A. Do not permit excavation or drilling equipment to disturb roots 2-inches or larger in diameter.

B. Determine limbs and roots that must be cut. In company with Architect, clearly mark limbs to designate approved point of cutting.

3.2 INSTALLATION

A. Barricades:

1. Install to encircle all trees to remain.
2. Set at drip line.
3. Set posts by hand. Locate roots by hand probing. Space posts approximately 4-feet apart and securely attach fabric.
4. Maintain during construction and remove upon completion of work.

B. Pruning:

1. Cut evenly and produce at neat severance. Do not tear bark or fracture limbs.
2. Promptly coat cut ends of limbs and roots larger that 2-inch caliper with tree seal.
3. Apply wet burlap to root ends after cutting roots larger that 2-inch caliper.

3.3 REPAIR

A. Prune and treat damaged areas as directed by the Architect.

B. Coat scars over 2-inches with tree seal.

END OF SECTION 01 56 39

GENERAL

1.1 SUMMARY

A. Provide storage and protection for all products scheduled for use in the Work.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 MANUFACTURERS' RECOMMENDATIONS

A. Determine and comply with manufacturers' recommendations on product handling, storage and protection for all products.

1.4 PACKAGING

A. Deliver products to the job site in their manufacturer's original container, with labels intact and legible. Maintain packaged materials with seals unbroken and labels intact until time of use.

B. Promptly remove damaged material and unsuitable items from the job site. Promptly replace with material meeting the specified requirements, at no additional cost to the Owner.

C. The Architect may reject as non-complying such material and products that do not bear identification satisfactory to the Architect as to manufacturer, grade, quality and other pertinent information.

1.5 PROTECTION

A. Protect finished surfaces, including jambs and soffits of openings used as passageways, through which equipment and materials are handled.

B. Provide protection for finished floor surfaces in traffic areas prior to allowing equipment or materials to be moved over such surfaces.

C. Maintain finished surfaces clean, unmarred, and suitably protected until accepted by the Owner.

1.6 STORAGE

A. Keep all construction materials subject to moisture damage under cover and dry. Protect against exposure to weather and contact with damp or wet surfaces. Stack lumber, plywood, sheet rock and other panels; provide for air circulation within and around stacks and under temporary coverings.

1.7 REPAIRS AND REPLACEMENTS

A. In event of damage, promptly make replacements and repairs to the approval of the Architect and at no additional cost to the Owner.

B. Additional time required to secure replacements and to make repairs will not be considered by the Architect to justify an extension in the Contract Time of Completion.

END OF SECTION 01 66 00

GENERAL

1.1 SUMMARY

A. This Section describes the requirements for maintaining records of actual conditions in the field and for changes in the work as contained on the As-Built drawings and transcribed to become the Record Documents.

B. The purpose of final Project Record Documents is to provide factual information regarding all aspects of the work, both concealed and visible, to enable future modifications of the work to proceed without lengthy and expensive site measurement, investigation, and examination.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

EXECUTION

3.1 DOCUMENTS REQUIRED

A. Maintain at the site the following record documents to be turned over to the Owner upon request for Substantial Completion.

1. Drawings.
2. Specifications.
3. Change Orders and other modifications to the Contract.
4. Field Instructions and other written instructions from the Architect.
5. Reviewed shop drawings, product data, and samples or access on computer to all submittal documents and tracking.
6. Test reports.
7. Requests for Information.
8. Claims.
9. Training.

3.2 MAINTENANCE OF DOCUMENTS AND SAMPLES

A. Store record documents and samples in Contractor's field office apart from documents used for construction.

1. Provide files and racks for storage of documents.
2. Provide locked cabinets or secure storage space for storage of samples.

B. File documents and samples in a manner acceptable to the Architect.

C. Make documents and samples available at all times for inspection by the Architect.

D. Update the document within 24 hours after receiving information that a change has occurred or clarification has been issued.

3.3 RECORDING

A. Label each document "AS BUILT PROJECT RECORD" in neat, large printed letters.

B. Record information concurrently with the construction process.

1. Do not conceal any work until required information is recorded.

2. Completely, accurately, and legibly record, to the satisfaction of the Architect, all deviations in construction, especially pipe and conduit locations, and any deviations caused by approved changes and/or clarifications to the work.

3. Use additional copies of prints, if necessary, to insure legible recording of data.

4. Date all entries.

5. Call attention to the entry by drawing a "cloud" around the area affected.

6. In the event of overlapping changes, use different colors for each change.

C. Legibly mark drawings to record actual construction.

1. Depths of various elements of foundation in relation to finish first floor datum.

2. Horizontal and vertical locations of underground utilities and appurtenances referenced to permit surface improvements.

3. Locations of internal utilities and appurtenances concealed in the construction, referenced to visible and accessible features of the structure.

4. Field changes of dimension and detail.

5. Changes made reflecting approved changes to the work.

6. Details not on original Contract Drawings.

D. Legibly mark each Section of the Specifications to record.

1. Manufacturer's trade name, catalog number, and supplier of each product and item of equipment installed.

2. Changes made reflecting approved changes to the work.

E. Maintain shop drawings as record drawings. Legibly annotate shop drawings to record changes made after approval.

F. Prior to submitting each request for payment, secure approval from the Architect of the current status of record documents.

G. Periodic payments or portions thereof to the Contractor may be withheld until the Architect verifies that all as-built information to date has been properly recorded on project record documents.

3.4 CONVERSION OF COORDINATIN DRAWINGS AND SCHEMATIC LAYOUTS

A. The drawings, arrangements of conduits, circuits, piping, ducts, and similar items are shown schematically and are not intended to portray precise physical layout. The final physical arrangement is determined by the Contractor, subject to the approval of the Architect, and shall be accurately recorded by the Contractor on the record documents.

B. Show on the job set of record drawings, by dimension accurate to one inch, the centerline of each run of all items specified in the preceding paragraph.

1. Clearly identify the item by accurate note such as "cast iron drain" or "galvanized flashing", etc.

2. Show by symbol or note the vertical location of the item ("6 inches below slab", "in ceiling plenum", "exposed", etc.).

3. Make identification sufficiently descriptive that it may be related reliably to the Specifications.

3.5 FINAL PROJECT RECORD DOCUMENTS

A. At a time nearing Substantial Completion of the work, obtain from the Architect through the Construction Manager one set of bond reproducibles of the contract documents. The Contractor will complete the As-Built prints.

B. Obtain approval from the Project Inspector of all data recorded on the As-Built set of prints.

C. After Substantial Completion, carefully transfer all data shown on the job set of As-Built Record Drawings to the corresponding reproducibles, coordinating the information as required.

D. Clearly indicate at each affected detail and other drawings a fully description of changes made during construction, and the actual location of items as previously specified.

E. “Cloud" all affected areas.

F. Stamp each record drawing with the following information:

1. Project Record Document.

2. Prepared by: Contractor's name, permanent address.

3. Date prepared.

4. Contractor’s signature.

3.6 SUBMITTALS

A. Submit the complete set of As-Built Project Record Documents to the Owner upon request for Substantial Completion.

B. Participate in review meetings with the Owner and the Architect as required.

C. Make the required changes and promptly deliver the final Project Record Documents on the reproducibles to the Architect.

3.7 DEMONSTRATION AND TRAINING

A. Engage qualified instructors to instruct Owner’s personnel to adjust, operate and maintain systems, subsystems and equipment not part of a system. Include a detailed review of the following:

1. Include instruction for basis of system design and operational requirements, review of documentation, emergency procedures, operations, adjustments, troubleshooting, maintenance and repairs.

END OF SECTION 01 70 00

GENERAL

1.1 SUMMARY

A. Through the construction period, maintain the building and site in a standard of cleanliness as described in this Section. Thoroughly clean all work prior to final acceptance.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

PRODUCTS

2.1 CLEANING MATERIALS AND EQUIPMENT

A. Provide all required personnel, equipment, and materials needed to maintain the specified standard of cleanliness.

2.2 COMPATIBILITY

A. Use only the cleaning materials and equipment which are compatible with the surface being cleaned, as recommended by the manufacturer of the material.

2.3 WASTE-COLLECTION CONTAINERS

A. Provide waste-collection containers in sizes adequate to handle waste from construction operations. When containers are full, legally dispose of waste off-site. Comply with requirements of authorities having jurisdiction.

2.4 WASTE MANAGEMENT COMPLIANCE

A. Contractor shall develop a Construction Waste Management Plan in compliance with Specification Section 01 74 19 “Construction Waste Management and Disposal”.

EXECUTION

3.1 PROGRESS CLEANING

A. Weekly, and more often if necessary, inspect all arrangements of materials stored on the site. Retain all stored items in an orderly arrangement allowing maximum access, not impeding drainage or traffic, and providing the required protection of materials.

B. Provide adequate storage for all items awaiting removal from the job site, observing all requirements for fire protection and protection of the ecology.

C. Daily, and more often if necessary, inspect the site and pick up all scrap, debris, and waste material. Remove all such items to the place designated for their storage.

D. Daily, and more often if necessary, inspect the structures and pick up all scrap, debris and waste material. Remove all such items to the place designated for their storage.

E. At least twice each month, and more often if necessary, completely remove all scrap, debris, and waste material from the job site.

F. Weekly, and more often if necessary, sweep all interior spaces clean. "Clean" will be interpreted as meaning free from dust and other material capable of being removed by reasonable diligence using a hand-held broom.

G. As required preparatory to installation of succeeding material, clean the structures or pertinent portions thereof to the degree of cleanliness recommended by the manufacturer of the succeeding material.

H. Following the installation of finish floor materials, clean the finish floor daily (and more often if necessary) at all times while work is being performed in the space in which finish materials have been installed. "Clean" will be interpreted as meaning free from all foreign material which may be injurious to the finish floor material.

3.2 FINAL CLEANING

A. Except as otherwise specifically provided, "clean" will be interpreted as meaning the level of cleanliness generally provided by commercial building maintenance subcontractors using commercial quality building maintenance equipment and materials.

B. Prior to completion of the work, remove from the job site all tools, surplus materials, equipment, scrap, debris and waste.

C. Hose down all paved areas on the site and all public sidewalks directly adjacent to the site. Completely remove all resultant debris.

D. Structures:

1. Visually inspect all exterior surfaces and remove all traces of soil, waste material, smudges, and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. If necessary to achieve a uniform degree of exterior cleanliness, hose down the exterior of the structure. In the event of stubborn stains not removable with water, the Architect may require light sandblasting or other cleaning at no additional cost to the Owner.

2. Visually inspect all interior surfaces and remove all traces of soil, waste material, smudges and other foreign matter. Remove all traces of splashed materials from adjacent surfaces. Remove all paint drippings, spots, stains, and dirt from finished surfaces. Use only the specified cleaning materials and equipment.

E. Schedule final cleaning as approved by the Architect to provide a completely clean project.

3.3 CLEANING DURING OWNER'S OCCUPANCY

A. Should the Owner occupy the Work or any portion thereof prior to its completion by the Contractor and acceptance by the Owner, responsibilities for the interim and final cleaning of the occupied spaces shall be as determined by the Architect in accordance with the General Conditions of the Contract.

END OF SECTION 01 74 00

GENERAL

1.1 SUMMARY

A. Divert Construction and demolition debris from disposal in landfill by recycling and salvaging at least 50% of non-hazardous construction and demolition (C&D) or meet local construction and demolition waste management ordinance, whichever is more stringent. Provide construction management plan.

B. 100% of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing shall be reused or recycled.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

PRODUCTS

2.1 WASTE COLLECTION CONTAINERS

A. Provide waste collection containers in sizes and types to collect debris.

EXECUTION

3.1 CONSTRUCTION MANAGEMENT PLAN

A. Contractor shall develop a construction management plan to recycle and salvage at least 50% of non-hazardous debris or meet local construction and demolition waste management ordinance, whichever is more stringent. Where a local jurisdiction does not have a construction and demolition waste management ordinance, submit a construction waste management plan for approval by the enforcement agency.

B. Waste Management Plan shall monitor construction waste by volume or weight; but not both. Plan shall monitor all recycled debris and mixed debris.

1. Plan shall identify the materials to be diverted from disposal by efficient usage, recycling, reuse on the project or salvage for future use or sale.

2. Plan shall specify whether materials will be sorted on-site or mixed for transportation to a diversion facility.

3. Plan shall identify haulers, recyclers, and the diversion facility or facilities where the material collected will be taken.

4. Plan shall identify construction methods employed to reduce the amount of waste generated.

5. The waste management plan shall be updated as necessary and shall be accessible during construction for examination by the enforcing agency.

C. Contractor shall divert 100% of trees, stumps, rocks and associated vegetation and soils resulting primarily from land clearing for reuse or recycling.

D. Provide for grinding of all existing asphaltic concrete paving on site to be reused for base rock on site or hauled off site by a paving recycler for grinding and reuse.

E. Provide separate waste collection containers for mixed debris, waste (landfill), and recycled materials. Materials to be considered for recycling shall include, but not be limited to, cardboard, metal, plastic, clean wood, glass, gypsum wallboard, carpet and insulation.

F. Designate a particular area on site for collection and sorting of materials.

G. Co-mingling of recycled debris may be allowed conforming to the local county trash/recycling policy.

H. Subcontractors may be required by Contractor to recycle their own waste products off site; require subcontractors to provide documentation of recycling by weight or volume.

I. Regularly remove debris from job site.

J. At project completion provide documentation log of all construction debris listing volume or weight and percentage calculation.

END OF SECTION 01 74 19

COMPLIANCE FORMS AND WORKSHEETS

Construction Waste Management (CWM) Plan

Note: This sample form may be used to assist in documenting compliance with the waste management plan.

Project Name: _____
Job #: _____
Project Manager: _____
Waste Hauling Company: _____
Contact Name: _____

All Subcontractors shall comply with the project's Construction Waste Management Plan.
All Subcontractor foremen shall sign the CWM Plan Acknowledgment Sheet.

Subcontractors who fail to comply with the Waste Management Plan will be subject to backcharges or withholding of payment, as deemed appropriate. For instance, Subcontractors who contaminate debris boxes that have been designated for a single material type will be subject to backcharge or withheld payment, as deemed appropriate.

1. The project's overall rate of waste diversion will be ____ %.
2. This project shall generate the least amount of waste possible by planning and ordering carefully, following all proper storage and handling procedures to reduce broken and damaged materials and reusing materials whenever possible. The majority of the waste that is generated on this jobsite will be diverted from the landfill and recycled for other use.
3. Spreadsheet 1, enclosed, identifies the waste materials that will be generated on this project, the diversion strategy for each waste type and the anticipated diversion rate.
4. Waste prevention and recycling activities will be discussed at the beginning of weekly subcontractor meetings. As each new subcontractor comes on-site, the WMP Coordinator will present him/her with a copy of the CWM Plan and provide a tour of the jobsite to identify materials to be salvaged and the procedures for handling jobsite debris. All Subcontractor foremen will acknowledge in writing that they have read and will abide by the CWM Plan. Subcontractor Acknowledgment Sheet enclosed. The CWM Plan will be posted at the jobsite trailer.
5. Salvage: Excess materials that cannot be used in the project, nor returned to the vendor, will be offered to site workers, the owner, or donated to charity if feasible.
6. [HAULING COMPANY] will provide a commingled drop box at the jobsite for most of the construction waste. These commingled drop boxes will be taken to [Sorting Facility Name and Location]. The average diversion rate for commingled waste will be ____%. As site conditions permit, additional drop boxes will be used for particular phases of construction (e.g., concrete and wood waste) to ensure the highest waste diversion rate possible.
7. In the event that the waste diversion rate achievable via the strategy described in (6) above, is projected to be lower than what is required , then a strategy of source-separated waste diversion and/or waste stream reduction will be implemented. Source separated waste refers to jobsite waste that is not commingled but is instead allocated to a debris box designated for a single material type, such as clean wood or metal.

   Notes:

   1. Waste stream reduction refers to efforts taken by the builder to reduce the amount of waste generated by the project to below four (4) pounds per square foot of building area.
   2. When using waste stream reduction measures, the gross weight of the product is subtracted from a base weight of four (4) pounds per square foot of building area. This reduction is considered additional diversion and can be used in the waste reduction percentage calculations.
8. [HAULING COMPANY] will track and calculate the quantity (in tons) of all waste leaving the project and calculate the waste diversion rate for the project. [HAULING COMPANY] will provide Project Manager with an updated monthly report on gross weight hauled and the waste diversion rate being achieved on the project. [HAULING COMPANY's] monthly report will track separately the gross weights and diversion rates for commingled debris and for each source-separated waste stream leaving the project. In the event that [HAULING COMPANY] does not service any or all of the debris boxes on the project, the [HAULING COMPANY] will work with the responsible parties to track the material type and weight (in tons) in such debris boxes in order to determine waste diversion rates for these materials.
9. In the event that Subcontractors furnish their own debris boxes as part of their scope of work, such Subcontractors shall not be excluded from complying with the CWM Plan and will provide [HAULING COMPANY] weight and waste diversion data for their debris boxes.
10. In the event that site use constraints (such as limited space) restrict the number of debris boxes that can be used for collection of designated waste the project Superintendent will, as deemed appropriate, allocate specific areas onsite where individual material types are to be consolidated. These collection points are not to be contaminated with non-designated waste types.
11. Debris from jobsite office and meeting rooms will be collected by [DISPOSAL SERVICE COMPANY]. [DISPOSAL SERVICE COMPANY] will, at a minimum, recycle office paper, plastic, metal and cardboard.

COMPLIANCE FORMS AND WORKSHEETS

Construction Waste Management (CWM) Acknowledgment

Note: This sample form may be used to assist in documenting compliance with the waste management plan.

Project Name: _____

Job Number: _____

Project Manager: _____

Waste Hauling Company: _____

CWM Plan Acknowledgment

The Foreman for each new Subcontractor that comes on site is to receive a copy of the Construction Waste Management Plan and complete this Acknowledgment Form.

I have read the Waste Management Plan for the project; I understand the goals of this plan and agree to follow the procedures described in this plan.

DATE	SUBCONTRACTOR COMPANY NAME	FOREMAN NAME	SIGNATURE

COMPLIANCE FORMS AND WORKSHEETS

Construction Waste Management (CWM) Acknowledgment

Note: This sample form may be used to assist in documenting compliance with the waste management plan.

Project Name: _____

Job Number: _____

Project Manager: _____

Waste Hauling Company: _____

CWM Plan Acknowledgment

The Foreman for each new Subcontractor that comes on site is to receive a copy of the Construction Waste Management Plan and complete this Acknowledgment Form.

I have read the Waste Management Plan for the project; I understand the goals of this plan and agree to follow the procedures described in this plan.

DATE	SUBCONTRACTOR COMPANY NAME	FOREMAN NAME	SIGNATURE

GENERAL

1.1 SUMMARY

A. This Section describes the procedure for transfer of the completed Work to the Owner.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBSTANTIAL COMPLETION

A. Prepare and submit to the Architect the list required by the A 201 General Conditions.

B. After the Contractor has notified the Architect that all corrections to the contractor list have been completed, the Architect will inspect to determine status of completion. The Architect will prepare a punch list of Work that is not substantially complete and deliver to the Contractor.

C. Remedy the deficiencies and notify the Architect when ready for re-inspection. The Architect will re-inspect the Work. Work remaining incomplete must be finished prior to Substantial Completion.

D. When the Architect concurs that the punch list items have been remedied and Work is substantially complete, a "Certificate of Substantial Completion" will be prepared by the Architect, accompanied by the list of items to be completed or corrected prior to final completion.

E. The Architect will submit the Certificate to the Owner and to the Contractor for their written acceptance.

1.4 FINAL COMPLETION

A. Prepare and submit notice required by General Conditions. Verify that the Work is complete including, but not necessarily limited to, the items mentioned in the General Conditions. Certify that:

1. Contract Documents have been reviewed.
2. Work has been inspected for compliance with the Contract Documents.
3. Work has been completed in accordance with the Contract Documents.
4. Equipment and systems have been tested as required and are operational.
5. Work is completed and ready for final inspection.

B. The Architect will make an inspection to verify status of completion. The Architect promptly will so notify the Contractor in writing of remaining deficiencies.

C. Remedy the deficiencies promptly and notify the Architect when ready for re-inspection.

D. When the Architect determines that the Work is acceptable under the Contract Documents, he will request the Contractor to make closeout submittals.

1.5 CLOSEOUT SUBMITTALS

A. Closeout submittals include, but are not necessarily limited to:

1. Project Record Documents described in Section 01 70 00.
2. Operation and maintenance data.

3. Warranties and bonds.
4. Keys and keying schedule.
5. Spare parts and materials extra stock.
6. Final lamping plan and schedule including list of manufacturer and model number for all light fixtures.
7. Evidence of compliance with requirements of governmental agencies having jurisdiction including, but not necessarily limited to, Certificate of Inspection and Certificate of Occupancy.
8. Certificates of Insurance for products and completed operations.
9. Evidence of payment and release of liens. List of subcontractors, service organizations, and principal vendors, including names, addresses and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.
10. List of subcontractors, service organizations, and principal vendors, including names, addresses and telephone numbers where they can be reached for emergency service at all times including nights, weekends, and holidays.

B. Submit a final statement of accounting to the Architect showing all adjustments to the Contract Sum.

1.6 INSTRUCTION

A. Instruct the Owner's personnel in proper operation and maintenance of systems, equipment and similar items which were provided as part of the Work. All instruction will be given to the satisfaction of the Architect prior to final payment.

END OF SECTION 01 78 00

GENERAL

1.1 DESCRIPTION

A. This Section specifies general administrative and procedural requirements for warranties required by the Contract Documents, including manufacturer's standard warranties on products and special warranties.

B. Refer to the General Conditions for terms of the General Contractor's special warranty of workmanship and materials.

C. Specific requirements for warranties for the work products and installation that are specified to be warranted, are included in the individual Sections of Divisions 02 through 48.

D. Certifications and other commitments and agreements for continuing services to Owner are specified elsewhere in the Contract Documents.

E. Disclaimers and Limitations: Manufacturer's disclaimers and limitations on product warranties do not relieve the General Contractor of the warranty on the work that incorporates the products, nor does it relieve suppliers, manufacturers, and subcontractors required to countersign special warranties with the General Contractor.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 DEFINITIONS

A. Standard Product Warranties are pre-printed written warranties published by individual manufactures for particular products and are specifically endorsed by the manufacturer to the Owner.

B. Special Warranties are written warranties required by or incorporated in the Contract Documents, either to extend time limits provided by standard warranties or to provide greater rights for the Owner.

1.4 WARRANTY REQUIREMENTS

A. Related Damages and Losses: When correcting warranted work that has failed, remove and replace other work that has been damaged as a result of such failure or that must be removed and replaced to provide access for correction of warranted work.

B. Reinstatement of Warranty: When work covered by a warranty has failed and has been corrected by replacement or rebuilding, reinstate the warranty by written endorsement. The reinstated warranty shall be equal to the original warranty with an equitable adjustment for depreciation.

C. Replacement Cost: Upon determination that work covered by a warranty has failed, replace or rebuild the work to an acceptable condition complying with requirements of Contract Documents. The General Contractor is responsible for the cost of replacing or rebuilding defective work regardless of whether the Owner has benefited from use of the work through a portion of its anticipated useful service life.

D. Owners Recourse: Written warranties made to the Owner are in addition to implied warranties, and shall not limit the duties, obligations, rights and remedies otherwise available under the law, nor shall warranty periods be interpreted as limitations on time in which the Owner can enforce such other duties, obligations, rights, or remedies.

1. Rejection of Warranties: The Owner reserves the right to reject warranties and to limit selections to products with warranties not in conflict with requirements of the Contract Documents.

E. The Owner reservices the right to refuse to accept work for the Project where a special warranty, certification, or similar commitment is required on such work or part of the work, until evidence is presented that entities required to countersign such commitments are willing to do so.

1.5 SUBMITTALS

A. Submit written warranties to the Construction Manager prior to the date certified for Substantial Completion. If the Architect's Certification of Substantial Completion designates a commencement date for warranties other that the date of Substantial Completion for the work, or a designated portion of the work, submit written warranties upon request of the Architect.

1. When a designated portion of the work is completed and occupied or used by the Owner, by separate agreement with the General Contractor during the construction period, submit properly executed warranties to the Construction Manager within fifteen days of completion of that designated portion of the work.

B. When a special warranty is required to be executed by the General Contractor, or the General Contractor and a subcontractor, supplier or manufacturer, prepare a written document that contains appropriate terms and identification, ready for execution by the required parties. Submit a draft to the Construction Manager for approval prior to final execution.

C. Form of Submittal: At Final completion, compile two copies of each required warranty and bond properly executed by the General Contractor, or by the General Contractor and a subcontractor, supplier or manufacturer. Organize the warranty documents into an orderly sequence based on the table of contents of the Project Manual.

D. Bind warranties and bonds in heavy-duty, commercial quality, durable 3-ring vinyl covered loose-leaf binders, thickness as necessary to accommodate contents, and sized to receive 8-1/2-inch by 11-inch paper.

1. Provide heavy paper dividers with celluloid covered tabs for each separate warranty. Mark the tab to identify the product or installation. Provide a typed description of the product or installation, including the name, of the product, and the name, address and telephone number of the installer.

2. Identify each binder on the front and the spine with typed or printed title "WARRANTIES AND BONDS", the Project title or name, and the name of the Construction Manager/General Contractor.

3. When operating and maintenance manuals are required for warranted construction, provide additional copies of each required warranty, as necessary, for inclusion in each required manual.

PRODUCTS

Not Used.

EXECUTION

Not Used,

END OF SECTION 01 78 36

GENERAL

1.1 SUMMARY

A. A soil investigation report has been prepared by Wallace Kuhl & Associates, hereinafter referred to as the Soil Engineer. A copy of this report (WKA No. 12406.1P dated September 5, 2019) is included with the Bid Documents.

B. This report was obtained only for the Owner's use in design and is not a part of the Contract Documents. The report and log of borings is available for contractor's information but is not a warrant of subsurface conditions.

1.2 INCORPORATION OF SOIL INVESTIGATION REPORT RECOMMENDATIONS

A. Where soils investigation report recommendations have been referenced in the Contract Documents as standards for the performance of work, such recommendations shall be considered part of the Scope of Work under this Contract.

1.3 ADDITIONAL INFORMATION

A. The Contractor should visit the site and acquaint himself with all existing conditions. Prior to bidding, bidders may make their own subsurface investigations to satisfy themselves as to site and subsurface conditions, but such subsurface investigations shall be performed only under time schedules and arrangements approved in advance by the Architect.

1.4 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

END OF SECTION 02 32 13

GENERAL

1.1 SUMMARY

A. Demolish and remove from the site those items so indicated on the Drawings

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SECTION REQUIREMENTS

A. Demolished material shall be considered the property of the Contractor and shall be completely removed from the job site.

B. Items indicated on the Drawings to be removed and salvaged remain Owner's property. Remove, clean and deliver to Owner's designated storage area.

C. Comply with EPA regulations and hauling and disposal regulations of authorities having jurisdiction.

D. It is not expected that hazardous materials will be encountered in the Work. If materials suspected of containing hazardous materials are encountered, do not disturb; immediately notify the Construction Manager. Owner will remove hazardous materials under a separate contract.

EXECUTION

3.1 EXISTING CONDITIONS

A. Prior to all work of this Section, examine the areas and conditions under which work will be performed. If conditions detrimental to timely and proper completion of the work exist, notify the Construction Manager. Do not proceed until unsatisfactory conditions are corrected.

B. Visit the site and verify the extent and location of selective demolition required. Carefully identify limits of selective demolition. Mark interface surfaces as required to enable workmen also to identify items to be removed and items to be left in place intact.

C. By careful study of the Contract Documents, determine the location and extent of selective demolition to be performed.

D. The Drawings do not purport to show all objects existing on the site or in the building.

3.2 DEMOLITION

A. Maintain services / systems indicated to remain and protect them against damage during selective demolition operations. Before proceeding with demolition, provide temporary services / systems that bypass area of selective demolition and that maintain continuity of services / systems to other parts of the building.

B. Locate, identify, shut off, disconnect and cap off utility services and mechanical / electrical systems serving areas to be selectively demolished.

C. Provide temporary barricades and other protection required to prevent injury to people and damage to adjacent buildings and facilities to remain.

D. Provide and maintain shoring, bracing and structural supports as required to preserve stability and prevent movement, settlement, or collapse of construction and finishes to remain or construction being demolished.

E. Provide temporary weather protection to prevent water leakage and damage to structure and interior areas.

F. Protect walls, ceilings, floors and other existing finish work that are to remain. Erect and maintain dustproof partitions. Cover and protect furniture, furnishings and equipment that have not been removed.

G. Neatly cut openings and holes plumb, square and true to dimensions required. Use cutting methods least likely to damage construction to remain or adjoining construction.

H. Promptly removed demolished materials from Owner's property and legally dispose of them. Do not burn demolished materials.

3.3 REPLACEMENT

A. In the event of demolition of items not so scheduled to be demolished, promptly replace such items to the approval of the Architect and at no additional cost to the Owner.

END OF SECTION 02 41 19

GENERAL

1.1 SUMMARY:
Provide and install thin brick veneer where shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:
This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:
Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

1.4 QUALITY ASSURANCE:

A. Use a subcontractor having not less than two years successful experience in installation of similar products, as approved by the Architect.

B. Mock-ups:
1. Prior to other work of this Section, prepare a sample panel of the work of this Section at a location on the site where approved by the Architect.
2. Provide one mock-up panel for each combination of brick pattern, bond pattern, and mortar color.
3. Make each mock-up panel approximately 3'-0" x 4'-0".
4. Show method of bedding, grouting, bond pattern, cleaning and other aspects of the work of this Section to the quality specified.
5. Make necessary adjustments in the mock-up panels and secure the Architect's approval.
6. The mock-up panels, when approved by the Architect, will be used as datum points for comparison with the remainder of the installation for the purpose of acceptance or rejection.

PRODUCTS

2.1 GENERAL:

A. Provide all materials comprising a complete system equal to, but not necessarily limited to, the following:
1. Thin brick - H. C. Muddox Company, color per drawings with integral corner pieces.
2. Non-sagging Adhesive– Latacrete 253 R Gold Rapid Adhesive meeting ANSI A118.4 or equal.
3. Grout – Latacrete SpectraLock Pro or equal. Color to be selected from manufacturer’s standard color line.

EXECUTION

3.1 PREPARATION:

A. Prior to commencing the installation, the Contractor shall examine the areas to be covered and advise the General Contractor and Architect of any existing conditions or surface

contamination which will require correction before the work commences.

B. Before starting, surface to be covered shall be cleaned to remove soil, mortar, etc.

C. Dry or dusty concrete or masonry surfaces shall be wet down or washed and excess water removed just prior to the application of thin brick.

3.2 INSTALLATION BY THIN BED METHOD:

A. The Laticrete mortar shall be applied with a notched trowel using a scraping motion to work the material into good contact with the surface to be covered. A trowel having notches approximately 1/4" x 1/4" (6 mm x 6mm) is recommended for thin brick; 1/4" x 3/8" (6 mm x 10mm) for large brick.

B. Only as much mortar shall be applied as can be covered within 20-30 minutes, or while surface is still tacky. A small quantity of the mortar shall be troweled onto the back of each piece. Thin brick shall then be set in place and rapped or beaten with a small beating block to insure 100% fill bedding and a true surface. Pieces shall be aligned to show uniform joints and then allowed to set until firm.

C. Excess mortar shall be cleaned from the surface of the thin brick with a wet cloth or sponge while the mortar is fresh.

3.3 EXPANSION AND CONTROL JOINTS:
Expansion joints shall be installed where thin brick abuts restraining surfaces, such as perimeter walls, curbs, columns, corners, etc.

3.4 GROUTING AND POINTING JOINTS:

A. Allow the adhesive bond coat to cure minimum of 24 hours or until joints can be filled without displacement of the brick.

B. Joints shall be filled and pointed with Grout by means of a mortar gun, grout bag or other mortar-to-joint delivery device. Tool joints to a concave (vee or grapevine) profile once they have achieved sufficient hardness (thumbprint hard) .

C. Joints shall be packed full and free of all voids and pits. (Tool or rake as specified.)

D. Excess mortar shall be cleaned from the surface with water and a damp sponge as the work progresses, while mortar is fresh and before it hardens.

E. Hardened grout film or haze shall be removed using Laticrete TC-500 Tile, Grout & Masonry Cleaner per manufacturer’s recommendations. CAUTION: DO NOT USE ACID TYPE CLEANERS ON COLORED GROUT JOINTS.

3.5 PROTECTION:
The Contractor shall take precautions to protect the finished work from damage by other trades. Cold Weather Note: The setting of Portland cement mortars is retarded by low temperatures and finished work should be protected for an extended period of time.

END OF SECTION 04 21 13

GENERAL

1.1 SUMMARY:

A. Provide and install concrete unit masonry as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provision of Section 013323 of these specifications.

B. Prior to delivery of concrete unit masonry to the job site, deliver to the Architect a letter from the manufacturers of the concrete masonry units certifying that all such concrete masonry units delivered to the job site are in strict conformance with the provisions of this Section of these Specifications.

PRODUCTS

2.1 CONCRETE BLOCKS:

A. Concrete blocks shall be normal weight, standard tan color split-face modular units to sizes shown as manufactured by Calstone, Basalite, or an equal approved in advance by the Architect in accordance with the provisions of Section 01 25 00 of these Specifications.

B. Shrinkage of standard concrete blocks shall not exceed the amount recommended in ASTM C-90.

C. Water content:

1. At the time of delivery to the job site, concrete masonry units shall have a value, in weight of contained water, of not more than 13 – 18 pcf of the fully saturated content for the unit tested.

2. Ship all units from the factory, and store at the job site, with all the necessary protection to prevent increase of water content from rain and other sources.

D. Certification required by Article 1.3-B of this Section of these Specifications shall show results of tests made not more than twelve months prior to delivery of concrete masonry units to the job site, shall prove compliance with the specified values and shall certify that the mix design, yield per batch, and curing procedures for the units delivered to the job site are equal to those submitted for test.

2.2 MORTAR:

A. All mortar for concrete block shall conform with ASTM C-270-05a, 1800 psi in 28 days, and shall consist of one part portland cement by volume, ¼ to ½ part hydrated lime, and four parts of damp, loose sand, plus water; color to match concrete block.

2.3 REINFORCEMENT STEEL:

A. All reinforcement steel required for concrete masonry units shall be the type and quality specified for concrete in Section 033000 of these Specifications.

2.4 GROUT:

A. All grout should be transit-mixed in accordance with ASTM C-476-02 and shall consist of one part portland cement, 2-1/2 parts sand, two parts pea gravel, and adequate water to produce a concrete with a slump of 8-11 inches, and shall have an ultimate compressive strength of at least 2000 psi in 28 days.

2.5 ADMIXTURES FOR GROUT:

A. Use Sika Grout Aid, or an equal approved in advance by the Architect, in all grout for high-lift applications, following manufacturer's recommendations as approved by the Architect.

2.6 OTHER MATERIALS:

A. All Other materials, not specifically described but required for a complete and proper installation of concrete unit masonry, shall be as selected by the Contractor subject to the approval of the Architect.

EXECUTION

3.1 MIXING MORTAR:

A. Use a mechanical mixer of one sack minimum capacity. Use measuring box for all volume measurements. Mix mortar at least three minutes after all materials have been added.

B. Mix only as much mortar as can be used in one hour after water has been first mixed into the match.

C. Do not re-temper mortar.

3.2 INSTALLATION:

A. General:

1. Lay up all walls in bond to match existing, plumb, level, and true to the lines and dimensions indicated on the Drawings.

2. Do not use chipped or broken units. If any such units are discovered in the finished wall, the Architect may require their immediate removal and replacement with new units at no additional cost to the Owner.

B. Dampening:

1. Store all masonry units on the job so that they are kept off the ground and protected from the rain.

2. Wetting the units shall not be permitted except when hot and dry weather exists causing the units to be warm to the touch, and then the surface only may be wetted with a light fog spray.

C. Laying up:

1. Place all units in mortar with full shoved bed and head joints.

2. Align all vertical cells to maintain a clear, unobstructed system of flues.

3. Hold racking to an absolute minimum.

4. Provide cleanouts at the bottom of each cell for removing mortar droppings. Do not close the cleanouts until they have been inspected and approved by the Architect.

D. Reinforcement:

1. Install all reinforcement as indicated on the drawings.

2. Fully embed reinforcement in grout, not in mortar or mortar joints.

3. Furnish and install all required metal accessories to ensure accurate alignment of steel during grout filling operations.

E. Tool all joints to a dense, smooth, concave surface, 3/8” thick, unless other tooling is indicated on Drawings. Tooling of the mortar joint should be done when its surface is thumb-print hard utilizing a jointer having a diameter slightly larger than the mortar joint width. Striking joints with the same degree of hardness produces uniform joint appearance. Finishing is not only for appearance, but to seal the interface between mortar and masonry unit, while densifying the surface of the mortar joint.

3.3 GROUTING

A. Do not grout until masonry has cured at least 24 hours.

B. Consolidate all grout at time of pouring by puddling with a mechanical vibrator, filling all cells of the masonry, and then reconsolidating later by puddling before the plasticity is lost.

3.4 CLEANING UP:

A. Clean mortar from block each day.

B. Upon completion of the work of this Section, make a thorough inspection of all installed concrete unit masonry and verify that all units have been installed in accordance with the provisions of the Section. Make all necessary adjustments.

C. Clean all surfaces of concrete unit masonry as required for proper application of the specified finishes.

D. Upon completion of the work of this Section, promptly remove from the job site all mortar droppings, broken units, debris arising from the Work of this Section, and all tools and equipment of this Section, leaving all areas in a neat and orderly condition to the approval of the Architect.

END OF SECTION 04 22 23

GENERAL

1.1 SUMMARY:

A. Provide and install all miscellaneous iron and steel items not specifically described in other sections of these specifications but required for a complete and operable facility as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 QUALITY ASSURANCE:

A. Use only certified welders and the shielded arc process for all welding performed in connection with the work of this Section.

PRODUCTS

2.1 STEEL TUBING:

A. All steel tubing shall be new, free from rust, and conforming with the requirements of ASTM A-500-B.

2.2 STEEL PLATE:

A. All steel plate shall be new, free from rust, and conforming with the requirements of ASTM A-36.

2.3 BOLTS AND NUTS:

A. All bolts and nuts shall be new, free from rust, and conforming with the requirements of A-307.

2.4 EXPANDED METAL:

A. Expanded metal shall be carbon steel bond shearing ½” diamond pattern, 18 gauge, flattened, by McNichols Company or equal.

2.5 PRIMER PAINT:

A. All primer paint shall be compatible with the finish coats specified in Section 09 91 00 of these Specifications except that, where no finish coats are required, all primer paint shall be Tnemec Series V10 99R, a primer meeting the requirements of Federal Specification TT-P-615(d), type I, or an equal approved in advance by the Architect.

2.6 OTHER MATERIALS:

A. All other materials, not specifically described but required for a complete and proper installation of miscellaneous metal, shall be new, free from rust, best quality of their respective kinds, and subject to the approval of the Architect.

EXECUTION

3.1 SURFACE CONDITIONS:

A. Make all required measurements in the field to ensure proper and adequate fit of miscellaneous metal items.

B. Verify that miscellaneous metal may be fabricated and installed in strict accordance with the original design and the approved Shop Drawings.

3.2 FABRICATION:

A. Fabricate all miscellaneous metal in strict accordance with the approved Shop Drawings and the referenced standards.

B. Insofar as possible, shop prefabricate all items complete and ready for installation.

C. Welding:

1. Unless otherwise indicated on the Drawings, weld all shop connections.
2. Make all joints and intersections of metal tight fitting and securely fastened.
3. Make all work square, plumb, straight and true.
4. All welds to be ground smooth.
5. Reference AWS D1.1 for types of materials being welded.

D. Holes:

1. Drill or punch all holes required for the attachment of work of other trades and for bolted connections.
2. Burned holes are not acceptable.

E. Workmanship:

1. Form exposed work true to line and level with accurate angles and surfaces and straight, sharp edges.
2. Ease exposed edges to a radius of approximately 1/32 inch, unless indicated otherwise.
3. Form bent-metal corners to the smallest radius possible without causing grain separation or otherwise impairing the work.
4. Weld corners and seams continuously, complying with AWS recommendations. At exposed connections, grind exposed welds smooth and flush to match and blend with adjoining surfaces. Welds to be imperceptible in finished work.
5. Form exposed connections with hairline joints, flush and smooth, using concealed fasteners wherever possible.

F. Assemblies.

1. Use materials of sizes and thickness indicated or required to produce strength and durability in finished product for use intended.
2. Work to dimensions indicated.
3. Fit and shop assemble in largest practical sections for delivery to site.
4. Cut, reinforce, drill and tap miscellaneous metal work as required to receive finished hardware and similar items.

5. Exposed mechanical fasteners: When application will not permit concealed fasteners, locate exposed fasteners in unobtrusive manner, consistent with design of component, except where specifically noted otherwise. Use Phillips flat-head countersunk screws or bolts for exposed fasteners.
6. Supply components required for anchorage of fabrications. Fabricate anchors and related components of same material and finish as fabrication, except where specifically noted otherwise.
7. Fabricate joints exposed to the weather to be weather tight and provide weep holes as required.
8. Continuously seal joined members by continuous welds.

3.3 SHOP PAINTING:

A. Preparation:

1. Thoroughly clean all metal as described in Section 099100 of these Specifications.
2. Provide all required protection for metal to be encased in concrete to prevent accumulation of deleterious foreign material.

B. Shop prime all steel except:

1. Steel to be encased in concrete or masonry;
2. Surfaces to be welded;
3. Steelwork which will be concealed by interior finish.

3.4 ERECTION:

A. Erect and install all miscellaneous metal in strict accordance with the Drawings, the approved Shop Drawings, and the referenced standards, aligning straight, plumb, and level within a tolerance of one in 200.

B. After the erection and installation are complete, touch-up all shop priming coats damaged during transportation and erection, using the priming paint specified for shop priming.

END OF SECTION 05 50 00

GENERAL

1.1 SUMMARY:

A. Provide and install vertical metal ladders where shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

PRODUCTS

2.1 METAL LADDERS:

A. Design is based on use of O'Keeffe's Inc. extruded aluminum vertical ladders #500 standard channel design, or equivalent fabricated steel per Drawings.

EXECUTION

3.1 INSTALLATION:

A. Install the ladders in strict accordance with all pertinent codes and regulations, the original design, and the manufacturer's recommendations, anchoring all components firmly and securely for long life under hard use.

END OF SECTION 05 51 33

GENERAL

1.1 SUMMARY:

A. Provide and Install steel pipe and tube handrails, balusters and fittings as shown on the Drawings and Specified herein.

B. Related Sections: 05 50 00 Metal Fabrications

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

B. Indicate component details, materials, finishes, connection and joining methods, and the relationship to adjoining work.

1.4 STRUCTURAL REQUIREMENTS:

A. Railing assembly, wall rails, and attachments to resist lateral force of 100 lbs. at any point without damage or permanent set.

PRODUCTS

2.1 BASIS OF DESIGN:

A. Julius Blum and Company, Inc.

B. Substitutions: Items of same function and performance are acceptable in accordance with the General and Special Provisions of these Specifications.

2.2 STEEL RAILING SYSTEM:

A. Rails and Posts: 1-1/2 inches outside diameter steel pipe; welded jointing, Schedule 40.

B. Intermediate Rails: 1” outside diameter steel pipe; welded jointing, Schedule 40.

C. Fittings: Elbows, t-shapes, wall brackets, escutcheons; machined steel.

D. Mounting: Brackets “Blum” WBHC with expansion shield or lag bolt per wall type application.

E. Splice connectors: Steel welding collars.

F. Primer: FS TT-P-31, red; two coats.

2.3 FABRICATION:

A. Verify dimensions on site prior to shop fabrication.

B. Fit and shop assemble sections in largest practical sizes, for delivery to site and installation.

C. Supply components required for secure anchorage of hand-rails and railings.

D. Grind exposed welds smooth and flush with adjacent surfaces.

E. Make exposed joint butt tight, flush and hairline.

F. Accurately form components required for anchorage of railings to each other and to building structure.

G. Provide expansion joints in all runs that exceed 20’.

EXECUTION

3.1 PREPARATION:

A. Supply items to be cast into concrete with setting templates and erection drawings to appropriate sections.

3.2 INSTALLATION:

A. Install in accordance with Shop Drawings and manufacturer’s instructions.

B. Erect work square and level, free from distortion or defects detrimental to appearance or performance.

C. Anchor handrailings securely to structure.

D. Weld field connections and grind smooth to complete assembly. Touch-up welds with primer.

END OF SECTION 05 52 13

GENERAL

1.1 SUMMARY

A. Section includes insulating wall sheathing with integral water-resistive barrier and air barrier.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Product Data: For each type of sheathing product specified.

B. Evaluation Reports: From ICC-ES, for wood sheathing and seam tape.

C. Product Certifications: From manufacturer, indicating that sheathing products comply with ICC-ES AC269 and ICC-ES AC310.

D. Warranty: Executed copy of manufacturer special warranties.

1.4 REFERENCES

A. American Society of Mechanical Engineers (ASME): www.asme.org

1. ASME B18.6.1 - Wood Screws (Inch Series)

B. ASTM International (ASTM): www.astm.org

1. ASTM A153/A153M - Specification for Zinc Coating (Hot-Dip) on Iron and Steel Hardware
2. ASTM C1289 - Specification for Faced Rigid Cellular Polyisocyanurate Thermal Insulation Board
3. ASTM D779 - Test Method for Water Resistance of Paper, Paperboard, and Other Sheet Materials by the Dry Indicator Method
4. ASTM D1621 - Test Method for Compressive Properties Of Rigid Cellular Plastics
5. ASTM D2247 - Practice for Testing Water Resistance of Coatings in 100% Relative Humidity
6. ASTM E96/E 96M - Test Methods for Water Vapor Transmission of Materials
7. ASTM E331 - Test Method for Water Penetration of Exterior Windows, Skylights, Doors, and Curtain Walls by Uniform Static Air Pressure Difference
8. ASTM E2357 - Test Method for Determining Air Leakage of Air Barrier Assemblies
9. ASTM F1667 - Specification for Driven Fasteners: Nails, Spikes, and Staples
10. ASTM G154 - Practice for Operating Fluorescent Light Apparatus for UV Exposure of Nonmetallic Materials

C. ICC Evaluation Services, Inc. (ICC-ES): www.icc-es.org

1. ICC-ES AC12 - Acceptance Criteria For Foam Plastic Insulation
2. ICC-ES AC38 - Acceptance Criteria for Water-Resistive Barriers
3. ICC-ES AC116 - Acceptance Criteria for Nails and Spikes

4. ICC-ES AC148 - Acceptance Criteria For Flexible Flashing Materials
5. ICC-ES AC201 - Acceptance Criteria for Staples
6. ICC-ES AC269 - Acceptance Criteria for Racking Shear Evaluation of Proprietary Sheathing Materials attached to Light-Frame Wall Construction or Code-Complying Sheathing Attached to Light-Framed Walls with Proprietary Fasteners
7. ICC-ES AC310 - Acceptance Criteria for Water-Resistive Membranes Factory-bonded to Wood-based Structural Sheathing, Used as Water-Resistive Barriers
8. ICC-ES ESR-1539 - Power Driven Staples and Nails for Use in Engineered and Non-Engineered Connections
9. ICC-ES NER-272 - Power Driven Staples and Nails for Use in All Types of Building Construction

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide wood products from manufacturer certified by SFI, FSC, or comparable sustainable forestry program acceptable to Architect.

B. Provide wall sheathing products meeting requirements for water-resistive barrier in accordance with ICC-ES AC310.

C. Provide wall sheathing products meeting requirements of ICC-ES AC269.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Comply with manufacturer's written instructions for protection of sheathing products from weather prior to installation.

1.7 WARRANTY

A. Special Manufacturer's Warranty: Manufacturer's standard form in which sheathing manufacturer agrees to repair or replace sheathing products that demonstrate deterioration or failure under normal use due to manufacturing defects within warranty period specified, when installed according to manufacturer's instructions.

1. Warranty Period for Sheathing Products: [30] years following date of Substantial Completion.
2. Warranty Conditions: Special warranties exclude deterioration or failure due to structural movement resulting in stresses on sheathing products exceeding manufacturer's written specifications, or due to air or moisture infiltration resulting from cladding failure or mechanical damage.

PRODUCTS

2.1 MANUFACTURERS

A. Basis-of-Design Product: Provide sheathing products manufactured by Huber Engineered Woods LLC, Charlotte NC; Phone: (800) 933-9220; Website: www.zipsystem.com.

2.2 PERFORMANCE REQUIREMENTS

A. Air-Barrier Assembly Air Leakage: Less than 0.04 cfm/sq. ft. at 1.57 lbf/sq. ft. (0.2 L/s x sq. m at 75 Pa), per ASTM E2375.

B. Water-Vapor Permeance, Facer: Minimum 12 perms (689 ng/Pa x s x sq. m), ASTM E96/E96M.

C. Weather Exposure: Manufacturer warranty applies for maximum allowable exposure period of 180 days.

2.3 MATERIALS

A. Oriented Strand Board: DOC PS 2, made with binder containing no added urea formaldehyde.

B. Rigid Foam Plastic Insulating Board: Rigid polyisocyanurate foam core complying with ASTM C1289 Type II, Class 2, and ICC-ES AC12, with coated glass fiber facers on both sides, with the following characteristics:

1. Nominal Density: 2.0 pcf (32 kg/cu. m).
2. Compressive Strength, ASTM D1621: Not less than 20 psi (150 kPa).
3. Vapor Permeance, ASTM E96/E96M: Less than 1.0 perm.
4. Edge Configuration: Square finished.

2.4 COMPOSITE INSULATING WALL SHEATHING

A. Composite Insulating Wall Sheathing: Oriented-strand-board Exposure 1 sheathing 7/16 inch (11.1 mm) thick, with factory-laminated water-resistive barrier exterior facer, and with rigid foam plastic insulating board laminated to interior face.

B. Basis-of-Design Product: Provide Huber Engineered Woods LLC; ZIP System R Sheathing.

C. Span Rating and Performance Category of Sheathing Layer: Not less than 24/16; 7/16 Performance Category.

D. Thickness: 1-1/2 inch (38 mm), or as schedules on the Drawings

E. Thermal Resistivity (R Value): 6.6 deg F x h x sq. ft./Btu x in. at 75 deg F

F. Edge Profile: Square edge.

G. Exterior Facer: Medium-density, phenolic-impregnated polymer-modified sheet material meeting requirements for ASTM D779 Grade D weather-resistive barrier in accordance with ICC AC38 and AC310, with fastener spacing symbols on exterior facer for 16-inch (406 mm) and 24-inch (610 mm) on center spacing, with the following characteristics

1. Water Resistance of Coatings, ASTM D2247: Pass 14 day exposure test.
2. Moisture Vapor Transmission, ASTM E96: Not less than 12 perms.
3. Water Penetration, ASTM E331: Pass at 2.86 lbf/sq. ft. (137 Pa).
4. Wind Driven Rain, TAS-100: Pass.
5. Accelerated Weathering, ASTM G154: Pass.

2.5 FASTENERS

A. Fasteners, General: Size and type complying with manufacturer's written instructions for Project conditions and requirements of authorities having jurisdiction.

1. Corrosion Resistance: Hot-dip zinc coating, ASTM A153/A 153M or Type 304 stainless steel.

B. Nails, Brads, and Staples: ICC AC116 and ICC AC201.

C. Power-Driven Fasteners: ICC-ES-1539 or NER-272.

D. Wood Screws: ASME B18.6.1.

2.6 SHEATHING JOINT-AND-PENETRATION TREATMENT MATERIAL

A. Self-Adhering Seam and Flashing Tape: Pressure-sensitive, self-adhering, cold-applied, seam tape consisting of polyolefin film with acrylic adhesive, meeting ICC AC148.

1. Basis-of-Design Product: Provide Huber Engineered Woods; ZIP System Tape.

2. Thickness: 0.012 inch (0.3 mm).

EXECUTION

3.1 EXAMINATION

A. Examine framing spacing and alignment to determine if work is ready to receive sheathing. Proceed with sheathing work once conditions meet requirements.

3.2 SHEATHING INSTALLATION

A. Install sheathing panels in accordance with manufacturer's written instructions, requirements of applicable Evaluation Reports, and requirements of authorities having jurisdiction.

B. Air and Moisture Barrier: Coordinate sheathing installation with flashing and joint sealant installation and with adjacent building air and moisture barrier components to provide complete, continuous air- and moisture- barrier.

C. Do not bridge expansion joints; allow joint spacing equal to spacing of structural supports.

D. Install panels with laminated facer to exterior. Stagger end joints of adjacent panel runs.

E. Attach sheathing panels securely to substrate with manufacturer-approved fasteners in compliance with the following:

1. ICC-ES ESR-1539 or ICC-NES NER-272 for power-driven fasteners.

2. California Building Code (CBC): Table 2304.10.1 Fastening Schedule.

3. Details and schedules on the Drawings.

F. Apply seam tape at all panel seams, penetrations, and facer defects or cracks to form continuous weathertight surface. Apply tape according to manufacturer's written instructions and requirements of ICC-ES applicable to tape application.

END OF SECTION 06 16 13

GENERAL

1.1 SUMMARY
Provide and install all finish carpentry as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:
This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provision of Section 013323 of these specifications.

B. Fabrication (shop) drawings shall meet the standards set forth by the Woodwork Institute. A sample of shop drawings meeting these requirements can be found here: http://woodworkinstitute.com/architectural-resources/shop-drawings/

1.4 INDOOR AIR POLLUTANT CONTROL REQUIREMENTS:

A. Hardwood plywood, particle board and medium density fiberboard composite wood products shall meet the requirements for formaldehyde as specified in ARB's Air Toxics Control Measure for Composite Wood (17 CCR 93120 et. seq.) by or before the dates specified in those sections.
1. Documentation: Verification of compliance shall be include one of the following:
a. Product certifications and specifications
b. Chain of custody certifications
c. Other methods acceptable to the local enforcement agency

B. Per Section 5.504.4.1 of the 2016 California Green Building Standards Code, adhesives, sealants and caulks used on the project shall meet the requirements of the following standards:
1. Adhesives, adhesive bonding primers adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2 of the 2016 California Green Building Standards Code. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene)

1.5 QUALITY CONTROL
Install work in this section in accordance with the latest published edition of Architectural Woodwork Standards published by AWI/WI;

PRODUCTS

2.1 MATERIALS, GENERAL:

A. Lumber: DOC PS 20 and grading rules of inspection agencies certified by American

Lumber Standards Committee Board of Review.

B. Hardwood Plywood: HPVA HP-1. Comply with Indoor Air Pollutant Control Requirements Section 1.4 of these specifications

C. Medium Density Fiberboard (MDF): ANSI A208.2, Grade 130 made with binder containing no urea-formaldehyde resin.

D. Particleboard: ANSI A208.1, Grade M-2. Comply with Indoor Air Pollutant Control Requirements Section 1.4 of these specifications

2.2 EXTERIOR FINISH CARPENTRY:

A. Exterior Lumber Fascia and Trim: Saw-textured, Grade A, western red cedar - Maximum Moisture Content: 15 percent.

2.3 INTERIOR STANDING AND RUNNING TRIM:

A. Interior Wood Trim Work: Cherry, “A” grade, in profile shown on the Drawings.

B. Interior Wood Paneling: Cherry, “A” grade, quarter cut book match veneer on ¾” MDF with ¼” solid Cherry edge-band, all sides. Blueprint match within room.

2.4 MISCELLANEOUS MATERIALS:

A. Fasteners for Exterior Finish Carpentry: hot-dip galvanized steel.

B. Glue: Aliphatic-resin, polyurethane, or resorcinol wood glue recommended by manufacturer. Comply with Indoor Air Pollutant Control Requirements Section 1.4 of these specifications.

C. Use waterproof resorcinol glue for exterior applications.

EXECUTION

3.1 INSTALLATION:

A. Condition finish carpentry in installation areas for 24 hours before installing.

B. Prime and backprime lumber for painted finish exposed on the exterior.

C. Install finish carpentry level, plumb, true, and aligned with adjacent materials. Scribe and cut to fit adjoining work. Refinish and seal cuts.

D. Install standing and running trim with minimum number of joints practical, using full-length pieces from maximum lengths of lumber available. Stagger joints in adjacent and related trim. Cope at returns and miter at corners.

E. Wood Paneling:
1. Install wood paneling over gypsum board with panel adhesive, continuous bead around edges and beads at 6” o.c. (field). Use finish nails only as required to hold panels in alignment until adhesive sets.

2. Apply paneling in pattern and direction of grain as shown on the Drawings.
3. All paneling shall have edges routes with a 1/8” bevel.

F. Sand all smooth-finish wood surfaces thoroughly to produce a uniformly smooth surface.

G. Prepare wood surfaces to receive semi-transparent stain as specified in Section 09 91 00.

END OF SECTION 06 20 00

GENERAL

1.1 SUMMARY:
Provide and install cabinetry as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:
This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

B. Make submittals to the Architect in accordance with the provision of Section 013323 of these specifications. The Architect shall be the sole judge as to the acceptability of all products submitted in accordance with the provisions of Section 012500 of these specifications.

C. Fabrication (shop) drawings shall meet the standards set forth by the Woodwork Institute. A sample of shop drawings meeting these requirements can be found here: http://woodworkinstitute.com/architectural-resources/shop-drawings/

1.4 INDOOR AIR POLLUTANT CONTROL REQUIREMENTS:

A. Composite wood products used for finish carpentry shall contain no added urea formaldehyde resins. Laminating adhesives used to fabricate composite wood finish carpentry assemblies shall contain no added urea formaldehyde resins.
1. Documentation: Verification of compliance shall be include one of the following:
    a. Product certifications and specifications
    b. Chain of custody certifications
    c. Other methods acceptable to the local enforcement agency

B. Per Table 5.504.4.1 of the 2016 California Green Building Standards Code, adhesives, sealants and caulks used on the project shall meet the requirements of the following standards:
1. Adhesives, adhesive bonding primers adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2 of the 2016 California Green Building Standards Code. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene).

1.5 ENVIRONMENTAL LIMITATIONS:
Do not deliver or install woodwork until building is enclosed, wet work is completed, and HVAC system is operating.

1.6 QUALITY CONTROL:
Install work in this section in accordance with the latest published edition of North American Architectural Woodwork Standards (NAAWS) published by WI and AWMAC.

PRODUCTS

2.1 MATERIALS:

A. Hardboard: AHA A135.4.

B. Medium-Density Fiberboard: ANSI A208.2, Grade 130, made with binder containing no urea formaldehyde.

C. Particleboard: ANSI A208.1, Grade M-2.

D. Softwood Plywood: DOC PS 1. Veneer core plywood shall be a non-telegraphing hardwood.

E. Hardwood Plywood and Face Veneers: HPVA HP-1, made with adhesive containing no urea formaldehyde.

F. Thermoset Decorative Panels: Comply with LMA SAT - 1.

G. High-Pressure Decorative Laminate: NEMA LD 3.
1. Manufacturers: Formica, Wilsonart, Nevamar, or equal.
2. Products:
    a. Standard laminate. Color as indicated on Drawings

H. Thermally Fused Laminate: NEMA LD 3 GP-28.
1. Manufacturers: American Laminates, or equal.
2. Products:
    b. Standard laminate. Color as indicated on Drawings

I. Solid-Surfacing Material: Homogeneous solid sheets of filled plastic resin complying with ISSFA-2.
1. Products: Corian or equal.

J. Thermofused Melamine: Wilsonart Contract or equal, white

K. Edge Band: veneer of same species and cut as exposed surfaces for wood veneer casework and HGS high pressure laminate for plastic laminate casework.

2.2 CABINET HARDWARE AND ACCESSORY MATERIALS:

A. Frameless Concealed Hinges (European Type): BHMA A156.9, B01602, 170 degrees of opening, Blum, Gras or equal.

B. Pulls:
1. Wire Pulls: Back mounted, solid metal, 4 inches (100 mm) long, 5/16 inch (8 mm) in diameter, Trimco #562-4 or equal. Oil Rubbed Bronze Finish

C. Catches: Ball friction catches, BHMA A156.9, B03013.

D. Adjustable Shelf Standards and Supports: KV 255ZC standards and KV 237ZC clips for glass shelves and KV 180A standards and KV 180A brackets for wood shelves.

E. Drawer Slides: BHMA A156.9, B05091, KV1300 series or equal.
1. Box Drawer Slides: Grade 1HD-100.
2. File Drawer Slides: Grade 1HD-100.
3. Pencil Drawer Slides: Grade 1.
4. Keyboard Slides: Grade 1.
5. Trash Bin Slides: Grade 1HD-100.

F. Cabinet Locks: Provide and install cabinet locks where shown on the Drawings.
1. Pin Tumbler Door and Drawer Deadbolt Locks
   a. Schlage CL721G/CL771G deadbolt locks with removable key cylinder; 'C' keyway and 6 pin solid brass cylinder. Provide barrel length, handing and accessories as required per conditions.
   b. Provide cylinders construction keyed. At substantial completion, provide the services of a professional locksmith who shall key the cabinet locks, in coordination with the door locksets, as directed by the Owner.
2. Pin Tumbler Cylinder Cam Locks
   a. Schlage CL720G Cam Lock with removable Schlage 'C' keyway.
   b. Provide cylinders construction keyed. At substantial completion, provide the services of a professional locksmith who shall key the cabinet locks, in coordination with the door locksets, as directed by the Owner.

G. Grommets for Cable Passage through Countertops: 2-inch (51-mm) OD, molded-plastic grommets and matching plastic caps with slot for wire passage.

H. Exposed Hardware Finishes: Comply with BHMA A156.18 for BHMA code number indicated.
1. Finish: Oil Rubbed Bronze: BHMA 613

I. Furring, Blocking, Shims, and Hanging Strips: Softwood or hardwood lumber, kiln dried to 15 percent moisture content.

2.3 INTERIOR WOODWORK:

A. Wood Cabinets for Transparent Finish: Premium grade.
1. AWI/WI Type of Cabinet Construction: Flush overlay.
2. WI Construction Style: Style A, Frameless.
3. WI Door and Drawer Front Style: Flush overlay stile and rail with raised panel 'Shaker' profile.
4. Wood Species and Cut for Exposed Exterior Surfaces: Cherry 'A' Grade, quarter cut, book match. Millwork veneer shall comply with Section 06 20 00 Finish Carpentry for visual compatibility of veneers.
5. Grain Direction: As indicated.
6. Matching of Veneer Leaves: Random match.
7. Retain one of three options in first subparagraph below for Premium-grade cabinets.
8. Veneer Matching within Panel Face: Center-balance match.
9. Exposed Interior Surfaces: Same species and cut indicated for exposed exterior surfaces.
10. Semi-Exposed Surfaces other than drawer boxes: Wood of compatible species to the exposed surfaces

11. Drawer Sides and Backs: Thermofused Melamine
12. Drawer Bottoms: Thermofused Melamine

B. Plastic-Laminate Cabinets: Premium grade.
1. AWI/WI Type of Cabinet Construction: Flush overlay
2. WI Construction Style: Style A, Frameless.
3. WI Door and Drawer Front Style: Flush overlay stile and rail with raised panel 'Shaker' profile style.
4. Laminate Cladding: Horizontal surfaces other than tops, HGS; postformed surfaces, HGP; vertical surfaces, HGS.
5. Drawer Sides and Backs: Thermofused Melamine
6. Drawer Bottoms: Thermofused Melamine
7. Edge Banding: HGS laminate to match adjacent surface

C. Plastic-Laminate Countertops: Premium grade.
1. Laminate Grade: HGS for flat countertops, HGP for post-formed countertops.
2. Edge Treatment: Same as laminate cladding on horizontal surfaces.

D. Solid-Surfacing Material Countertops: Premium grade.
1. Solid-Surfacing Material Thickness: 1/2 inch (13 mm) thick.
2. Fabricate tops in one piece with shop-applied backsplashes and edges.

E. Plastic-Laminate Paneling and Moulding: Premium Grade.
1. Laminate Grade: HGS for vertical surfaces, HGP for post-formed profiles
2. Substrate. Comply with standards above for plywood and particleboard
3. Profiles as indicated on Drawings, or eq
4. Colors as indicated on Drawings, or eq

2.4 SHOP FINISHING OF INTERIOR ARCHITECTURAL WOODWORK:

A. Finishes: Same grades as items to be finished.

B. Finish architectural woodwork at the fabrication shop; defer only final touch up until after installation.
1. Apply one coat of sealer or primer to concealed surfaces of woodwork. Provide Premium finish.
2. Apply a vinyl wash coat to woodwork made from closed-grain wood before staining and finishing.
3. After staining, if any, apply paste wood filler to open-grain woods and wipe off excess. Tint filler to match stained wood.

C. Transparent Finish: AWI/WI finish system catalyzed polyurethane in accordance with Section 5 of the NAAWS manual.

EXECUTION

3.1 EXAMINATION:

A. Verify the adequacy and proper location of any required backing or support framing.

B. All wood or metal frame construction shall be constructed with continuous in wall blocking

of either 3x6 flat Douglas Fir or 16 GA x 6" wide, 50 KSI sheet metal provided in accordance with the location requirements included on the fabricator / installer's shop drawings. Responsibility for blocking installation shall be that of the wall fabricator.

C. Verify that mechanical, electrical, plumbing and other building components effecting work in this section are in place and ready.

3.2 INSTALLATION:

A. Install all work in conformance with the North American Architectural Woodwork Standards, latest edition.
1. Installation shall conform to the NAAWS Grade of the items being installed.

B. All work shall be secured in place square, plumb and level.

C. All work abutting other building components shall be properly scribed.

D. Mechanical fasteners used at exposed and semi-exposed surfaces, excluding installation attachment screws and those securing cabinets end to end, shall be countersunk.

E. Equipment cutouts shown on plans shall be cut by the installer.

3.3 ADJUSTING AND TOUCHUP:

A. Before completion of the installation, the installer shall adjust all moving and operation parts to function smoothly and correctly.

B. All nicks, chips and scratches in the finish shall be filled and retouched. Damaged items which cannot be repaired shall be replaced.

3.4 CLEAN UP:
Upon completion of installation the installer shall clean all installed items of pencil and ink marks, and broom clean his area of operation, depositing debris in containers provided by the general contractor.

3.5 FINAL INSPECTION:

A. Prior to final inspection and acceptance by the Architect, completely check each installed item and adjust for proper operation.

B. The Owner reserves the right to request and pay for an inspection by a representative of the Woodwork Institute of California to determine that all work of this Section has been performed in accordance with the referenced standards.

C. In the event that such inspection determines that architectural woodwork, or any part of it does not comply with the referenced standards, immediately remove the non-complying items and immediately replace them with items complying with the referenced standards and these Specifications, all at no additional cost to the Owner.

END OF SECTION 06 41 00

GENERAL

1.1 SUMMARY:

A. Provide and install manufactured PVC mouldings, trim, and accessories as shown on drawings and specified herein.

1.2 REFERENCES

A. ASTM International (ASTM): ASTM E84 - Standard Test Method for Surface Burning Characteristics of Building Materials.

1.3 SUBMITTALS

A. Submit under provisions of Section 01 33 23 - Administrative Requirements.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.
2. Storage and handling requirements and recommendations.
3. Installation methods.

C. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square representing actual product, color, and patterns.

1.4 QUALITY ASSURANCE

A. Regulatory Requirements: Comply with requirements of authorities having jurisdiction and applicable codes at the location of the project.

B. Manufacturer Qualifications: Minimum 5 years experience manufacturing similar products.

C. Installer Qualifications: Minimum 2 years experience installing similar products.

D. Mock-Ups: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1. Construct area designated by Architect.
2. Do not proceed with remaining work until workmanship is accepted by Architect.
3. Remodel mock-up area as required to produce acceptable work.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.

B. Comply with manufacturer's recommendations. Handle materials to avoid damage.

1.6 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.7 WARRANTY

A. Provide manufacturer's standard 25 year limited warranty for products, stating that components will be free from defects in material that occur as a direct result of the manufacturing process, occur under normal use and service, occur during the warranty period and result in blistering, peeling, flaking, cracking, splitting, cupping, rotting or structural defects from termites or fungal decay.

PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Azek Building Products, Inc., which is located at: 894 Prairie Ave.; Wilmington, OH 45177; Toll Free Tel: 877-ASK-AZEK; Email: request info (raymond.bielawski@cpgbp.com); Web: http://www.azek.com | http://timbertech.com

B. Requests for substitutions will be considered in accordance with provisions of Section 01 25 00 - Product Options and Substitutions.

2.2 TRIM

A. Fire Performance Characteristics: Provide products complying with the following:

1. Flame Spread Index: Less than 25, ASTM E 84.

B. PVC Trim: Material shall have the following characteristics:

1. Material: Solid Cellular PVC.
2. Style: Traditional.
3. Trim Size, 5/4 Thickness and as indicated on Drawings:

2.3 MOULDINGS

A. Detail Profiles: Material shall have the following characteristics:

1. Material: Solid Cellular PVC.
2. Detail Profile:
   a. Water Table: 2-3/4 inches x 2 inch x 18 feet, AZM-6935.
   b. Quarter Round: -3/4 inches x-3/4 inches x 16 feet, AZM-105.

2.4 ACCESSORIES

A. Fasteners: Stainless steel or hot-dip galvanized, with thin shank, blunt point, full round head as recommended by the manufacturer.

B. Adhesives: Azek Adhesive, a non-toxic, odorless, UV stable, water-based PVC cement.

C. Sealants: Urethane, polyurethane or acrylic based sealants without silicone.

EXECUTION

3.1 EXAMINATION

A. Verification of Conditions: Examine areas and conditions under which Work is to be performed and identify conditions that may be detrimental to proper or timely completion.

B. Do not proceed until unsatisfactory conditions have been corrected.

3.2 INSTALLATION - TRIM

A. Install materials in strict accordance with manufacturer's installation instructions. Install flashing around all wall openings.

B. Fasten through trim into structural framing or code complying sheathing. Fasteners must penetrate minimum 3/4 inch (19 mm) or full thickness of sheathing. Additional fasteners may be required to ensure adequate security.

C. Place fasteners no closer than 3/4 inch (19 mm) and no further than 2 inches (51 mm) from side edge of trim board and no closer than 1 inch (25 mm) from end. Fasten maximum 16 inches (406 mm) on center.

D. Maintain clearance between trim and adjacent finished grade.

E. Refer to the Drawings for inside and outside corner conditions.

F. Allow 1/8 inch gap between trim and siding.

G. Seal gap with high quality, paint-able caulk.

H. Shim frieze board as required to align with corner trim.

3.3 FINISHING

A. Finish factory primed siding in accordance with Section 09 91 00 within 180 days of installation. Follow paint manufacturer's written product recommendation and written application instructions.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 06 60 00

GENERAL

1.1 SUMMARY:
Provide and install building insulation as shown on the Drawings and specified herein including but not necessarily limited to batts in roof rafter spaces, wood stud spaces at exterior walls, noise reduction batts in interior walls, and rigid insulation over structural roof sheathing.

1.2 GENERAL REQUIREMENTS:
This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:
Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

1.4 CODES AND STANDARDS
All building insulation materials shall conform to the certified requirements and shall be installed to meet flame and smoke spread density requirements of State of California Title 24.

PRODUCTS

2.1 BUILDING INSULATION:

A. All glass fiber building insulation except as noted herein shall be the product of Owens/Corning Fiberglas, CertainTeed or an equal approved in advance by the Architect. All glass fiber batts shall be formaldehyde-free type insulation.

B. Ceiling and Rafters: At all roofs and ceilings where noted furnish and install Flame Spread 25 faced glass fiber batts having a thermal resistance "R" value of R-30 for insulation only.

C. Exterior Walls: At all exterior walls, furnish and install unfaced glass fiber batts having a thermal resistance of R-19 for insulation only in each stud cavity.

D. Interior walls:
1. In all interior walls furnish and install unfaced sound attenuation batts by Owens Corning, CertainTeed, or approved equal; 3-1/2 inch thick batts in 2 x 4 walls and 5-1/2 inch thick batts in 2 x 6 walls in each of the stud cavities.

E. Rigid Composite Insulation, Sloped Roof:
1. Base Layer: composite polyisocyanurate foam board
2. Top Layer, Nailable Surface: composite polyisocyanurate foam bonded to 7/16" strand board, AC Foam Nail Base as manufactured by Atlas, or equal.
3. Stagger joints between layers and mechanically fasten rigid insulation boards to structural deck to resist code-prescribed wind uplift forces in patterns as recommended and approved by the manufacturer.
4. Thickness and R-value as specified on the Drawings.

2.2 OTHER MATERIALS:
All other materials such as fasteners and retainers, not specifically described but required for a

complete and proper installation of building insulation, shall be as recommended by the manufacturer; selected by the Contractor subject to the approval of the Architect.

EXECUTION

3.1 INSTALLATION:

A. Except as otherwise specifically directed by the Architect, install building insulation in accordance with the current edition of the Owens/Corning Fiberglas publication 3-BL-4992 "Fiberglas Building Insulation Application Instructions" where applicable.

B. Install insulation in areas and in thicknesses indicated or required to produce R-values indicated. Cut and fit tightly around obstructions and fill voids with insulation.

C. Install the rigid composite sloped roof insulation with the strand board facing up and in strict accordance with the manufacturer's directions.

3.2 INSPECTION:
Upon completion of the installation, visually inspect each insulated area and verify that all insulation is complete and properly installed.

END OF SECTION 07 21 00

GENERAL

1.1 SUMMARY:

A. Provide and install granule surfaced asphalt composition shingle roofing as shown on the Drawings and specified herein including, but not necessarily limited to, composition shingle roof, membrane underlayment, associated metal flashing, and fasteners.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

B. Product Data: Provide manufacturer's printed product information indicating material characteristics, performance criteria and product limitations.

C. Manufacturer's Installation Instructions: Provide published instructions that indicate preparation required and installation procedures.

D. Certificate of Compliance: Provide Certificate of Compliance from an independent laboratory indicating that the asphalt fiberglass shingles made in normal production meet or exceed the requirements of the following:

1. ASTM E 108/UL 790 Class A Fire Resistance
2. ASTM D 3161/UL 997 Wind Resistance.
3. ASTM D 3462

1.4 REFERENCES

A. ASTM A 653/A 653M – Standard Specification for Steel Sheets, Zinc-Coated (Galvanized) or Zinc-Iron-Alloy-Coated (Galvannealed) by the Hot-Dip Process.

B. ASTM D 225 – Standard Specification for Asphalt Shingles (Organic Felt) Surfaced with Mineral Granules.

C. ASTM D 1970 – Standard Specification for Self-Adhering Polymer Modified Bituminous Sheet Materials used as Steep Roofing Underlayment for Ice Dam Protection.

D. ASTM D 3018 – Standard Specification for Class A Shingles Surfaced with Mineral Granules.

E. ASTM D 3161 – Standard Test Method for Wind Resistance of Asphalt Shingles (Fan-Induced Method).

F. ASTM D 3462 – Standard Specification for Asphalt Shingles Made from Glass Felt and Surfaced with Mineral Granules.

G. ASTM D 4586 – Standard Specification for Asphalt Roof Cement, Asbestos-Free.

H. ASTM D-4869 – Standard Specification for Asphalt-Saturated Organic Felt Shingle Underlayment Used in Roofing.

I. ASTM D 6757 – Standard Specification for Inorganic Underlayment for Use with Steep Slope Roofing Products.

J. ASTM E 108 – Standard Test Methods for Fire Test of Roof Coverings

K. ASTM G 21 – Determining Resistance of Synthetic Polymers to Fungi

L. Sheet Metal & Air Conditioning Contractors National Association (SMACNA) Architectural Sheet Metal Manual, latest edition.

M. National Roofing Contractors Association (NRCA) Guidelines for Asphalt Shingle Roof Systems and Quality Control Guidelines for the Application of Asphalt Shingle Roof Systems

1.5 QUALITY ASSURANCE

A. Installer Minimum Qualifications: Installer shall be licensed or otherwise authorized by all federal, state and local authorities to install all products specified in this section. Installer shall perform work in accordance with NRCA Roofing and Waterproofing Manual.

B. Verify that manufacturer's label contains references to specified ASTM standards

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store Products in manufacturer's unopened packaging until ready for installation.

B. Store and dispose of solvent-based materials and materials used with solvent based materials, in accordance with requirements of local authorities having jurisdiction.

C. Deliver shingles to site in manufacturer's unopened labeled bundles. Promptly verify quantities and conditions. Immediately remove damaged products from site.

1.7 WARRANTY

A. Manufacturer's Warranty: Furnish shingle manufacturer's warranty for the product listed below:

1. 40-year commercial project warranty

B. Warranty Supplement: Provide manufacturer's supplemental non-prorated warranty to cover labor and materials in the event of a material defect for the following period after completion of application of shingles:

1. First Five Years

C. Provide Upgraded Wind Warranty from 110 to 130 mph for first 15 years by complying with all manufacturers' conditions and instructions.

PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Provide products manufactured by the CertainTeed Corporation. Contact Sales Support Group P.O. Box 860 Valley Forge, PA 19482 Toll Free 800-233-8990

2.2 ASPHALT FIBERGLASS SHINGLES

A. Basis of Design: CertainTeed Presidential Shake TL: Conforming to ASTM D 3018 Type I – Self-Sealing; UL Certification of ASTM D 3462, ASTM D 3161 Class "F" (110-mph)/UL997 Wind Resistance and UL Class A Fire Resistance, glass fiber mat base; ceramically coated/UV resistant mineral surface granules across entire face of shingle; "Tri-laminate": three-layer laminated, four-tab shingle.

1. Weight: 480 pounds per square (100 square feet) (23.4 kg/sq m)

2. Color: refer to the Drawings

2.3 SHEET MATERIALS

A. Open Valley Protection: CertainTeed “WinterGuard”;ASTM D1970 sheet barrier of self-adhering rubberized asphalt membrane shingle underlayment having internal reinforcement and “split” back plastic release film; provide material warranty equal in duration to that of shingles being applied.

1. CertainTeed WinterGuard HT

B. Underlayment: CertainTeed Diamond Deck ASTM D 226 and ASTM D 4869 synthetic polymer-based scrim reinforced underlayment designed for use on roof decks as a water-resistant layer beneath asphalt shingles, wood shingles, and shakes, metal shingles or slate.

2.4 FLASHING MATERIALS

A. Sheet Flashing: 24 gauge hot-dipped galvanized steel with zinc coating 1¼ - 1½ ounces per square foot conforming with ASTM A653

1. Fabricate sheet metal flashing and trim to comply with recommendations in SMACNA's "Architectural Sheet Metal Manual."

2. Drip Edge: Formed sheet metal with at least a 2-inch (50-mm) roof deck flange and a 1-1/2-inch (38-mm) fascia flange with a 3/8-inch (9.6-mm) drip at lower edge.

3. Open-Valley Flashing: Fabricate with 1-inch- (25-mm-) high inverted-V profile at center of valley and equal flange widths of 12 inches (300 mm).

B. Bitumious Paint: Acid and alkali resistant type; black color.

C. Tinner’s Paint: Color as selected by Architect to coordinate with shingle color.

2.5 FLASHING FABRICATION

A. Form flashing to profiles indicated on Drawings and to protect roofing materials from physical damage and shed water.

B. Form sections square and accurate to profile, in maximum possible lengths, free from distortion or defects detrimental to appearance or performance.

2.6 ACCESSORIES

A. Nails: Standard round wire type roofing nails, corrosion resistant; hot dipped zinc coated steel, aluminum or chormated steel; minimum 3.8 inch (9.5mm) head diameter; minimum 11 or 12 gage (2.5mm) shank diameter; shank to be sufficient length to penetrate through the roof sheathing or ¾ inch (19mm) into solid wood, plywood or non-veneer wood decking.

B. Asphalt Roofing Cement: ASTM D 4586, Type I or II

EXECUTION

3.1 EXAMINATION

A. Verify existing site conditions under provisions.

1. Verify that roof penetrations and plumbing stacks are in place and flashed to deck surfaces.

2. Verify deck surfaces are dry and free of ridges, warps or voids.

3.2 ROOF DECK PREPARATION

A. Follow shingle manufacturer’s recommendations for acceptable roof deck material

B. Broom clean deck surfaces under eave protection and underlayment prior to their application.

3.3 INSTALLATION – PROTECTIVE UNDERLAYMENT

A. Diamond Deck Synthetic Roofing Underlayment: Follow manufacturer's printed instructions for site-specific application of this product. Do not use staples on this product.

B. Weather-lap and seal watertight with asphalt roofing cement items projecting through or mounted on roof. Avoid contact of solvent-based cements with WinterGuard and Diamond Deck.

3.4 INSTALLATION – VALLEY PROTECTION

A. For "open" valleys, first place one ply of WinterGuard, minimum 36 inches (910 mm) wide, centered over valleys. Lap joints minimum of 6 inches (152 mm) Follow instructions of shingle and waterproofing membrane manufacturer.

B. Install sheet metal flashing in accordance with SMACNA and NRCA standards and roofing manufacturer's instructions.

3.5 INSTALLATON – METAL FLASHING

A. Weather-lap joints minimum 2 inches (50 mm).

B. Seal work projecting through or mounted on roof with asphalt roofing cement and make weather tight.

3.6 INSTALLATION- ASPHALT SHINGLES

A. Install shingles in accordance with manufacturer's instructions for product type and application specified.

3.7 PROTECTION OF FINISHED WORK

A. Do not permit traffic over finished roof surface.

END OF SECTION 07 31 13

GENERAL

1.1 SUMMARY:

A. Provide and install manufactured fiber-cement siding, trim, and accessories as shown on drawings and specified herein.

1.2 RELATED SECTIONS

A. Section 06 16 13 – Insulating Sheathing

B. Section 09 22 13 – Metal Furring

C. Section 09 91 00 – Paints & Coatings

1.3 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.4 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

B. Refer to physical mock-up requirements in Quality Assurance section below.

1.5 QUALITY ASSURANCE

A. Installer Qualifications: Minimum of 2 years experience with installation of similar products.

B. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1. Finish areas designated by Architect.

2. Do not proceed with remaining work until workmanship, color, and sheen are approved by Architect.

3. Remodel mock-up area as required to produce acceptable work.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Store siding on edge or lay flat on a smooth level surface. Protect edges and corners from chipping. Store sheets under cover and keep dry prior to installing.

C. Store and dispose of solvent-based materials, and materials used with solvent-based materials, in accordance with requirements of local authorities having jurisdiction.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.8 WARRANTY

A. Product Warranty: Limited, non-pro-rated product warranty.

1. Lap siding: 30 years

2. Trim boards: 15 years

B. Workmanship Warranty: Application limited warranty for 2 years.

PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: James Hardie Building Products, Inc., which is located at: 26300 La Alameda Suite 400 ; Mission Viejo, CA 92691; Toll Free Tel: 866-274-3464; Tel: 949-367-4980; Fax: 949-367-4981; Email: request info (info@jameshardie.com); Web: www.jameshardiepros.com.

2.2 SIDING AND TRIM

A. Fiber-cement siding materials:

1. Fiber-cement siding - complies with ASTM C 1186 Type A Grade II.
2. Fiber-cement siding - complies with ASTM E 136 as a noncombustible material.
3. Fiber-cement siding - complies with ASTM E 84 Flame Spread Index = 0, Smoke Developed Index = 5.
4. CAL-FIRE, Fire Engineering Division Building Materials Listing - Wildland Urban Interface (WUI) Listed Product.
5. ICC-ES evaluation reports ESR-2290, ESR-1844, and ESR-2273 (IBC, IRC, CBC, CRC)

B. Lap Siding, Basis of Design: HardiePlank HZ10 Lap as manufactured by James Hardie Building Products, Inc.

1. Type: Select Cedarmill 5-1/4 inches (133 mm) with 4 inches (102 mm) exposure.

C. Trim, Basis of Design: HardieTrim HZ10 boards as manufactured by James Hardie Building Products, Inc.

1. Texture: Wood Grained.
2. Length: 12 feet (3658 mm).
3. Thickness: 3/4 inch (19 mm).
4. Thickness: 1 inch (24 mm).

2.3 FASTENERS

A. Wood Framing Fasteners: corrosion resistant siding nails as recommended by manufacturer and as set forth in code compliance reports for the installation application.

B. Metal Framing/Furring Fasteners:

1. Self-drilling, corrosion resistant ribbed buglehead screws as recommended by manufacturer and as set forth in code compliance reports for the installation application.
2. Secure Architect’s approval for use of pneumatic fasteners.

2.4 FINISHES

A. Factory Primer: Provide factory applied universal primer.

1. Primer: Factory primed by James Hardie.

B. Topcoat: Refer to Section 09 91 00 and Exterior Finish Schedule.

EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If framing, substrate, and weather barrier preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

C. Correct any surface conditions detrimental to proper application of siding system.

3.2 INSTALLATION - LAP SIDING

A. Install materials in strict accordance with manufacturer's installation instructions.

B. Starting: Install a minimum 1/4 inch (6 mm) thick lath starter strip at the bottom course of the wall. Apply planks horizontally with minimum 1-1/4 inches (32 mm) wide laps at the top. The bottom edge of the first plank overlaps the starter strip.

C. Allow minimum vertical clearance between the edge of siding and any other material in strict accordance with the manufacturer's installation instructions.

D. Install siding boards in longest lengths possible with as few joints as possible within any given wall plane.

E. Strictly follow manufacturer’s requirements with respect to board joint/splice locations relative to fastening supports and openings.

F. Maintain clearance between siding and adjacent finished grade.

G. Refer to code compliance reports and manufacturer’s technical resources for proper fastener selection and fastening schedules for various wind load requirements and framing conditions.

3.3 INSTALLATION - TRIM

A. Install materials in strict accordance with manufacturer's installation instructions. Install flashing around all wall openings.

B. Fasten through trim into structural framing or code complying sheathing. Fasteners must penetrate minimum 3/4 inch (19 mm) or full thickness of sheathing. Additional fasteners may be required to ensure adequate security.

C. Place fasteners no closer than 3/4 inch (19 mm) and no further than 2 inches (51 mm) from side edge of trim board and no closer than 1 inch (25 mm) from end. Fasten maximum 16 inches (406 mm) on center.

D. Maintain clearance between trim and adjacent finished grade.

E. Refer to the Drawings for inside and outside corner conditions.

F. Allow 1/8 inch gap between trim and siding.

G. Seal gap with high quality, paint-able caulk.

H. Shim frieze board as required to align with corner trim.

3.4 FINISHING

A. Finish factory primed siding in accordance with Section 09 91 00 within 180 days of installation. Follow paint manufacturer's written product recommendation and written application instructions.

3.5 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 07 46 46

GENERAL

1.1 SUMMARY

A. Provide and install a fully adhered single-ply membrane roof system with PVC clad flashing and all other incidental and accessory items over the roof as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

B. The roofing contractor shall submit all required items in one comprehensive package. This package includes:

1. Copies of specification.
2. Samples of the major components (i.e., membrane, insulation and flashing) of the roofing system.
3. The JM PVC roofing systems printed product data.
4. Specimen copies of the JM Guarantee.
5. Dimensioned shop drawings of the roof including building height.
6. Evidence of roofing manufacturer’s JM approval status.

1.4 QUALITY ASSURANCE

A. Acceptable Manufacturers

1. The single ply membrane roofing system and materials listed herein is as manufactured by Johns Manville (JM).
2. The roofing contractor must be authorized by JM to install PVC roofing systems.
3. The roofing contractor must have been trained by a technical representative of JM and be familiar with the PVC roofing product.
4. The roofing contractor shall submit the completed Pre-Installation Notice (PIN) to the JM Technical Services Department for acceptance before ordering material.
5. No deviations shall be made from this specification or PVC roofing systems detail drawings without prior written authorization from the JM Technical Services Department.
6. Upon completion of the installation, and after written notification to JM that all work has been completed in strict accordance with the contract specifications and the JM requirements, a guarantee evaluation shall be made by a representative of JM for the purpose of determining whether the system installed meets the JM requirements to issue the Guarantee.

B. Requirements of Regulatory Agencies

C. The roofing system shall be in compliance with Factory Mutual Engineering Association Roof Assembly Classifications, FM Construction Bulletin I-29, Class I Construction, and shall have a Class 'A' UL Fire Rating Approval listing in the 1984 UL Referral Directory.

1.5 PRODUCT DELIVERY, STORAGE, AND HANDLING

A. Materials shall be delivered to the job site in original, unbroken packages bearing the manufacturer's label. All materials, other than membrane, shall be stored between 50^0F and 80^0F. Should they be exposed to a lower temperature, restore to room temperature prior to use. Place all materials on pallets and protect from moisture. Do not use materials damaged in handling or storage.

1.6 JOB CONDITIONS

A. PVC roofing systems materials may be installed under certain adverse weather conditions such as extremes of high and low temperatures, or high humidity conditions but only after consulting the JM Technical Services Department since special precautions may have to be applied. Installation costs, production rates and material performance may be affected by the foregoing conditions.

B. Only as much new roofing as can be made weathertight each day shall be installed each day. This includes all flashing work.

C. Any substrate to receive new insulation, membrane or flashing shall be thoroughly dry. Should surface moisture occur, the contractor shall provide adequate equipment to dry to substrate.

D. Prior to and during application, the contractor shall ensure that all dirt, debris and dust shall be removed from surfaces to be roofed for both new and reproofing substrates.

E. Precautions shall be taken to prevent wind blow-off or wind damage during the course of the roofing application. This may necessitate additional securement of temporary construction.

F. Temporary waterstops shall be installed at the end of each workday or if inclement weather conditions dictate. These temporary waterstops shall be removed at the start of the next workday and disposed of properly.

G. Do not install the PVC roofing membrane in direct contact with any product containing asphalt, coal tar pitch, creosote, or other harmful materials.

H. Do not allow waste products containing petroleum, grease, acid, solvents, vegetable or mineral oil, animal oil, animal fat, etc. or direct steam venting to come into direct contact with the PVC Roofing Membrane. Contact the JM Technical Services Department for recommendations if such conditions exist.

I. The contractor shall follow all safety regulation as recommended by OSHA.

J. All work shall be scheduled and executed without exposing interior building areas to the effects of inclement weather. The existing building and its contents shall be protected against all risks. Arrange work sequences to avoid use of newly constructed roofing for storage, walking surfaces and equipment movement. Contractor shall provide all necessary protection and barriers to segregate the work areas and prevent damage to adjacent areas. If excessive foot traffic over newly installed membrane is necessary, contractor shall provide plywood or polyester felt protection to prevent damage.

K. All existing roof materials to be removed for construction shall be immediately removed from the construction site to a dumping area authorized to receive such debris.

L. Any unusual or concealed conditions discovered during the course of the work is to be reported to the owner or their representative immediately in writing and work shall be halted until the owner or their representative has responded with a solution to the problem.

M. When a system is specified to meet an Underwriter's Laboratories, Inc. rating, all materials used in the system must be UL labeled and approved for use for that particular system.

N. All local building codes and requirements must be followed where applicable. It is the sole responsibility of the roofing contractor to determine any and all local building code requirements and to ensure that the roofing system selected complies with such requirements.

O. Certain project conditions may require some modifications to this specification. Contact the JM Technical Services Department if any of the following conditions exist:

1. Geographical location in wind exposure Zone 3, or higher, per the Factory Mutual current edition of Loss Prevention Data Sheet 1-28.
2. Geographical location in a 100 mph (161 km/hr) or greater wind zone, per the ANSI 100 year mean recurrence interval wind isotach.
3. Location with a "D" exposure as determined in ASCE 7.
4. Buildings with high internal humidity, such as swimming pools, textile mills, paper mills, etc.
5. Buildings which are highly pressurized or have the potential for high internal pressures.

P. If a roof contractor desires to solvent-weld certain details, it is their sole responsibility to ascertain local VOC requirements in force and verify that it is acceptable to use solvent for making seams at these detail areas.

1.7 GUARANTEE

A. The roofing contractor shall furnish to the Owner the manufacturer's fifteen (15) year, no dollar limit guarantee, covering both labor and materials.

1. Total Warranty Period: 15 years.
2. Fifteen-Year Guarantee shall be a 100 percent, full value guarantee and shall not limit the cost to the original installation cost. Guarantee shall cover the entire system with no exceptions.
3. This guarantee shall cover full replacement costs involved in the event of a problem, regardless of the dollar amount during those 15 years, and shall also cover all necessary repairs during the fifteen-year period.

B. Long-term performance of a roofing system depends on an adequate ongoing maintenance program. JM requires building owners to establish regularly scheduled annual inspections to ascertain the condition of the roofing system and to perform those maintenance items required to keep the roofing system performing properly. Records of all maintenance work performed must be retained for the entire warranty period. Please consult JM for specific recommendations.

PRODUCTS

2.1 ROOFING SYSTEM:

A. Single ply membrane roofing system shall be PVC Fully Adhered Roofing System as manufactured by Johns Manville. Color shall be white.

2.2 MATERIALS:

A. ROOFING MEMBRANE

1. SR-60 Fully Adhered Roofing Membrane 60 mils (1.5 mm) nominal thickness.

2. PVC Membrane shall equal or exceed the minimum physical properties published in the PVC Roofing Systems product data sheets.

B. Gypsum Roof Panels: Dens-Deck Gypsum Roof Board as manufactured by Georgia Pacific Corporation or equal.

C. Solvent: PVC Solvent Welding Solution shall be furnished with the label attached.

D. Seam or Lap Sealant: PVC Sealant shall be a liquid PVC sealing compound, and shall have a consistency equal to that of “honey” at room temperature.

E. Caulk: PVC Polyurethane Caulk is a single component, non-sag, elastomeric polyurethane sealant.

F. Adhesive: PVC Membrane Adhesive shall be used for bonding the PVC flashing membrane to vertical substrates of wood, metal and concrete,

G. Aluminum Tape: PVC roofing systems supplied Aluminum Tape shall be a 3 mil (0.08 mm) tape with acrylic adhesive used over PVC-Clad Metal joints prior to PVC roofing systems DM-80 strips being welded over the joints.

H. Slipsheets: 9 oz. Per sq. yd. (0.30kg/m^2) Polyester Mat Protection Material- needle-punched polyester fabric.

I. PVC Membrane Cleaner –PVC Membrane Cleaner is a clear liquid used for cleaning asphalt and dirt from membrane surface.

J. Flashing Membrane: SR-60.

K. Flashing Metal: PVC-Clad Metal is 24 gauge (0.61 mm) galvanized steel laminated to 40 mils (1.0 mm) of nonreinforced membrane in soft white color used for flashing and edge metal detailing.

L. Termination Bar: The Termination Bar shall be an extruded aluminum bar 3/32” (3 mm) thick used to terminate adhered, reinforced membrane base flashings in certain constructions.

M. Membrane Fasteners and Plates: PVC roofing systems offers a variety of membrane and insulation fasteners and plates to meet specific job conditions and substrates.

N. Prefabricated Details: PVC Inside/Outside Corners, PVC Vent Pipe Boots in sizes to fit pipes from ¾” – 11” (20 mm – 275 mm), and PVC Penetration Pans shall be used.

O. PVC-Clad Metal Joint Cover Strips: for use in waterproofing joints of PVC-Clad Metal.

P. PVC 7” (175 mm) Disc Caps: Are prefabricated round pieces of membrane for use in the PVC disc-cap method of installation to cover the steel plates and fasteners used to secure the membrane to the roof through the top of the sheet.

Q. Wood Nailers: Nailers shall be #2 or better lumber. Nailers shall be pressure treated for rot resistance (wolmanized or osmose treated). Creosote and asphaltic preservatives are not acceptable.

2.3 PRECAUTIONS

A. Do not use PVC roofing systems products near fire or flame.

B. Avoid breathing vapors of solvent, sealant and adhesives. Use adequate ventilation. Avoid prolonged contact of solvents, sealants and adhesives with skin.

C. Do not use open flames to expedite drying of surfaces, sealants or adhesives.

D. Consult Material Safety Data Sheets and container labels for specific safety instructions. MSDS sheets are available by calling the JM Product Information Center at 1-800-654-3103 or through the JM Fax Express at 1-888-329-3977.

E. Do not paint PVC-Clad Metal or membrane with oil-based paint. Consult the JM Technical Services Department for Recommendations.

F. Do not allow muriatic acid used to clean masonry to come in direct contact with the Roofing Membrane.

EXECUTION

3.1 INSPECTION:

A. Verify that work penetrating deck has been completed to extent that single ply membrane roofing can be applied.

B. Examine decks for inadequate anchorage, moisture and unevenness which would affect quality installation of roofing materials.

C. Do not proceed with installation of roofing until defects are corrected.

3.2 APPLICATION:

A. Gypsum Board: Adhere roof boards to plywood sheathing in strict accordance with manufacturer's instructions.

B. Roofing Membrane:

1. General: The JM PVC Roofing Membrane shall only by applied over compatible, clean, dry and smooth surfaces in accordance with the JM PVC Detail Drawings. The application shall begin at the highest elevation and continue to the lowest elevation of each individual roof. The seams shall be overlapped in the direction of the slope of the roof. Except where no other alternative exists, good roofing practice dictates that the sheets should be laid shingle fashion, against the slope, so that the seams avoid backwater laps.

C. Water Cutoffs: Water cutoffs shall be made by extending the membrane beyond the gypsum board and setting the end of the membrane in 6 inches of plastic roofing cement. All temporary water cutoffs shall be removed prior to proceeding with the next work period by cutting off that portion of the membrane that has been in contact with plastic roofing cement and disposing of it.

D. PVC Coated Metal Flashing: PVC coated metal flashing shall be installed at the intersections of roofs with sloped or vertical surfaces, roof interruptions and penetrations, in accordance with the currently published drawings, consistent with job conditions or drawings, and approved by the manufacturer.

1. Base flashing shall extend up vertical surfaces a minimum of 8 inches and onto the horizontal roof surfaces not less than 3 inches except as may be shown otherwise. Metal base flashings shall be installed at locations by nailing to wood nailers. All PVC laminated metal flashings shall be provided with 2 inches minimum overlap of the roofing membrane, solvent welded in the horizontal plane, with subsequent sealing by sealing compound.

E. Flashings for Roof Fixtures: All flashings for pipes, conduits, scuppers, equipment supports, pitch dams, pitch pockets, etc. shall be installed to conform to the requirements of the roofing membrane manufacturer's details and to the details shown on the Drawings.

3.3 CLEAN-UP

A. Upon completion of the work, remove all sealants and cements from surfaces other than those requiring single ply membrane roofing. Remove all surplus material, rubbish and debris resulting from work of this Section.

END OF SECTION 07 54 19

GENERAL

1.1 SUMMARY

A. Provide and install all flashing and sheet metal not specifically described in other Sections of these Specifications but required to prevent penetration of water through exterior shell of the buildings and all sheet metal flashing and caps as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 QUALITY ASSURANCE

A. All sheet metal work shall be fabricated and installed per the standard details and specifications as illustrated in Sheet Metal Manual by Sheet Metal and Air Conditioning National Association, Inc. (SMACNA).

PRODUCTS

2.1 GUTTERS

A. 24-gauge galvanized sheet metal. Provide profile as shown on the Drawings.

2.2 GUTTER LEAF GUARD

A. Provide stainless steel micro-mesh LeafBlasterPro leaf guards as manufactured by Gutterglove on all gutters in widths as required. Install to gutter bead with both positive screw attachments and continuous silicone sealant. Provide with 40-year Warranty.

2.3 DOWNSPOUTS AND BRACKET

A. 3”x4” 24-gauge galvanized iron smooth (non-ribbed) type. Provide pipe clip type brackets; SMACNA Figure 1-35A.

2.4 MATERIALS AND GAUGES

A. Where sheet metal is required and no material or gauge is indicated on the Drawings, furnish and install the highest quality and gauge commensurate with the referenced standards. All miscellaneous sheet metal shall be galvanized.

2.5 GALVANIZED IRON

A. Sheet metal or iron shall be standard brand of open-hearth copper-bearing steel, copper-molybdenum iron, or pure iron sheets.

B. Zinc coating

1. All galvanized sheets shall have a zinc coating applied by hot-dip process to all surfaces.

2. Zinc coating shall weigh not less than 1-1/4 ounces per square foot nor more than 1-1/2 ounces per square foot of surfaces covered and shall conform with ASTM A-93.

2.6 NAILS, RIVETS, AND FASTENERS

A. Use only soft iron rivets having rust-resistive coating, galvanized hot-dipped nails, and cadmium plated screws and washers in connection with galvanized iron and steel.

2.7 FLUX

A. All flux used for galvanized iron or steel shall be raw muriatic acid.

2.8 SOLDER

A. All solder used on galvanized sheet steel shall conform with the current ASTM B-32.

2.9 REGLETS

A. 24-gauge galvanized iron as shown on the Drawings. Design of reglets (counter flashing) is based on Architectural Sheet Metal Manual (SMACNA) Figure 4-4D or as shown on the Drawings. All reglets shall be those upon which the design was based, or equals approved by the Architect in accordance with the provisions of Section 01 33 23 of these Specifications.

2.10 OTHER MATERIALS

A. All other materials, not specifically described but required for a complete and proper installation of flashing and sheet metal, shall be new, first quality of their respective kinds and subject to the approval of the Architect.

EXECUTION

3.1 WORKMANSHIP

A. General

1. Form all sheet metal accurately to the dimensions and shapes required, finishing all molded and broken surfaces with true, sharp, and straight lines and angles and, where intercepting other members, coping to an accurate fit and soldering securely.
2. Unless otherwise specifically permitted by the Architect, turn all exposed edges back 1/2 inch.

B. Expansion: Form, fabricate, and install all sheet metal so as to adequately provide for expansion and contraction in the finished Work per SMACNA standards.

C. Weatherproofing

1. Finish watertight and weather tight where so required.
2. Make all lock seam work flat and true to line and sweated full of solder.
3. Make all lock seams and lap seams, when soldered, at least 1/2 inch wide.
4. Where lap seams are not soldered, lap according to pitch but in no case less than three inches.
5. Make all flat and lap seams in direction of flow.

D. Joints

1. Join parts with rivets or sheet metal screws where necessary for strength or stiffness.
2. Provide suitable watertight expansion joints for all runs of more than 40 feet except where closer spacing is indicated on the Drawings or required for proper installation.

E. Nailing

1. Whenever possible, secure metal by means of clips or cleats without nailing through the metal.
2. In general, space all nails, rivets, and screws not more than eight inches apart, and, where exposed to the weather, use lead washers.
3. For nailing into wood, use barbed roofing nails 1-1/4 inches long by eleven gauge.
4. For nailing into concrete, use drilled plugholes and plugs.

3.2 EMBEDMENT

A. Embed all metal in connection with roofs in a solid bed of caulking, using materials and methods described in Section 07 92 00 of these Specifications.

3.3 SOLDERING

A. General
1. Thoroughly clean and tin all joint materials prior to soldering.
2. Perform all soldering slowly with a well heated copper in order to heat the seams thoroughly and to completely fill them with solder.
3. Perform all soldering with a heavy soldering copper of blunt design, properly tinned for use.
4. Make all exposed soldering on finished surfaces neat, full, flowing, and smooth.

B. Cleaning
1. After soldering, thoroughly wash acid flux with a soda solution.

3.4 TESTS

A. At the completion of the job, demonstrate to the Architect by hose or standing water that all flashing and sheet metal is completely watertight.

END OF SECTION 07 62 00

GENERAL

1.1 SUMMARY:

A. Provide and install sheet metal roof specialties:

1. Factory-finished chimney shroud

B. Related Specification Section: 10 31 00 Manufactured Gas Fireplaces

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 QUALITY ASSURANCE:

A. Chimney shroud shall be UL listed and labeled for the project specific application.

PRODUCTS

2.1 BASIS OF DESIGN

A. Manufacturer: American Chimney Shroud: www.americanchimneyshroud.com

B. Design: S48

C. Material: 24 ga. hot-dipped galvanized sheet metal

D. Finish: Kynar 500 factory-applied color, selected from manufacturer's standards

E. Mounting style: flush, or as detailed on the Drawings

F. Size: as dimensioned on the Drawings

G. Termination: single flue, direct vent

1. Coordinate with vent pipe specified in Section 10 31 00

EXECUTION

3.1 COORDINATION WITH OTHER WORK

A. Provide shop drawings and mounting details coordinated with architectural drawings and chimney construction. Field-verify as-built chimney dimensions before fabrication of shroud.

3.2 INSTALLATION

A. Install chimney shroud in accordance with manufacturer's instructions to ensure watertight condition.

END OF SECTION 07 71 00

GENERAL

1.1 SUMMARY

A. Install firestopping at all penetrations through rated walls as indicated on the Drawings, or as may be required by penetrations.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 30 00 of these specifications.

1.4 SECTION REQUIREMENTS

A. Provide firestopping systems with fire-resistance ratings indicated by reference to UL designations as listed in its "Fire Resistance Directory," or to designations of another testing agency acceptable to authorities having jurisdiction.

B. Provide through-penetration firestopping systems with F-ratings indicated, as determined according to ASTM E 814, but not less than fire-resistance rating of construction penetrated.

1. Provide through-penetration firestopping systems with T-ratings as well as F-ratings, as determined according to ASTM E 814, where indicated.

C. For exposed firestopping, provide products with flame-spread indexes of less than 25 and smoke-developed indexes of less than 450, as determined according to ASTM E 84.

PRODUCTS

2.1 FIRESTOP SYSTEMS

A. Any through-penetration firestop system that is classified by UL for the application and with F-rating indicated may be used.

EXECUTION

3.1 INSTALLATION

A. Install firestopping systems to comply with requirements listed in testing agency's directory for indicated fire-resistance rating.

B. Identification: Identify through-penetration firestop systems with permanent labels attached to surfaces adjacent to firestop systems so that labels will be visible to anyone seeking to remove penetrating items or firestop systems. Include the following information on labels:

1. The words "Warning - Through-Penetration Firestop System - Do Not Disturb."
2. Classification/listing designation of applicable testing and inspecting agency.
3. Through-penetration firestop system manufacturer's name and product name.

END OF SECTION 07 84 13

GENERAL

1.1 SUMMARY

A. Provide a positive barrier against penetration of air and moisture at joints between items where sealing is essential to continued integrity of the barrier. Such sealing will normally be performed under the work of various Sections of these Specifications but shall be performed in strict accordance with the provisions of this Section. Install as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

B. Samples: Submit three 12” long samples of each color required (except black) for each type of sealant exposed to view.

1.4 AIR POLLUTANT CONTROL REQUIREMENTS

A. Per Section 5.504.4.1 of the 2013 California Green Building Standards Code, sealants and caulks used on the project shall meet the requirements of the following standards:

1. Sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown in Table 5.504.4.2 of the 2013 California Green Building Standards Code. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene, chloride, perchloroethylene and trichloroethylene).

PRODUCTS

2.1 SEALANT MATERIALS

A. Vertical Surfaces, Hybrid Sealant

1. MasterSeal NP 150 low-modulus, non-sag premium-grade elastomeric hybrid sealant by Master Builders Solutions (BASF Corporation), or equal. Color selected by architect.

B. Horizontal Concrete Joints

1. MasterSeal SL2 two-component polyurethane sealant by Master Builders Solutions (BASF Corporation), or equal. Color selected by architect.

C. Backing Material

1. Cylindrical sealant backings: ASTM C1330, type as recommended in writing by sealant manufacturer for joint application indicated and of size and density to control sealant depth and otherwise contribute to producing optimum sealant performance.

2. Bond breaker tape: Polyethylene tape or other plastic tape recommended by sealant manufacturer.

2.2 SEALANT EQUIPMENT

A. All equipment shall be only such equipment as is specifically recommended by the manufacturer of the sealant material being installed.

EXECUTION

3.1 CHOICE OF SEALANT MATERIAL

A. Use only that sealant material which is best suited to the installation and is so recommended by the sealant material manufacturer.

3.2 GENERAL

A. Comply with joint sealant manufacturer’s printed installation instructions applicable to products and applications indicated, except where more stringent requirements apply.

3.3 BACK-UP MATERIALS

A. General

1. All joints over 3/8" wide shall have back-up filler.
2. Verify the compatibility of filler material with sealant before installation.
3. Use back-up filler about 1/3 to 1/2 wider than width of joint so sufficient pressure is exerted by filler to provide substantial resistance to displacement.

B. Acceptable materials

1. All filler materials shall be non-oily, non-staining back-up filler such as polyethylene foam rod, expanded polyurethane, neoprene, or other filler completely compatible with the sealant material.

3.4 APPLICATION OF SEALANT

A. General: Do not seal under weather conditions or sun conditions potentially harmful to the set and curing of the sealant material.

B. Preparation: Clean joint surfaces immediately before installation of sealant. Remove dirt, insecure coatings, moisture and other substances which could interfere with bond of sealant. Etch concrete and masonry joint surfaces as recommended by sealant manufacturer. Roughen vitreous and glazed joint surfaces as recommended by sealant manufacturer.

C. Priming: Prime joint surfaces where recommended by sealant manufacturer. Do not allow primer to spill or migrate onto adjoining surfaces.

D. Installation: Install sealant in strict accordance with the manufacturer's recommendations, taking care to produce beads of proper width and depth, tool as recommended by the manufacturer, and immediately remove all surplus sealant.

1. Where an irregular surface or sensitive joint border exists apply masking tape at edges of joint to insure neatness and protection. Remove masking tape prior to sealant setting.
2. Spillage: Do not allow sealants or primers to overflow or spill onto adjoining surfaces, or migrate into voids of adjoining surfaces. Clean adjoining surfaces by whatever means may be necessary to eliminate evidence of spillage.

3.5 SEALANT SCHEDULE

A. Carefully study the Drawings and furnish and install the proper sealant at each point where called for on the Drawings plus at all other points where sealing is essential in maintaining the continued integrity of the water-tight barrier including but not limited to:

1. Exterior expansion and control joints.
2. Exterior sills, jambs and heads of window frames, door frames, louvers and similar openings, and where metal, wood or other materials abut or join masonry, concrete or other materials.
3. Exterior horizontal control and expansion joints in concrete slabs, masonry, precast paving units and tiles.
4. Interior expansion and control joints.
5. Interior horizontal control and expansion joints in concrete slabs and tile flooring.

END OF SECTION 07 92 00

GENERAL

1.1 SUMMARY

A. Provide and install hollow metal doors, frames, and frame components such as sidelites and borrowed lites as shown on the Drawings and specified herein.

B. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction.

1. ANSI/SDI A250.8 - Recommended Specifications for Standard Steel Doors and Frames.
2. ANSI/SDI A250.4 - Test Procedure and Acceptance Criteria for Physical Endurance for Steel Doors, Frames, Frames Anchors and Hardware Reinforcing.
3. ANSI/SDI A250.6 - Recommended Practice for Hardware Reinforcing on Standard Steel Doors and Frames.
4. ANSI/SDI A250.10 - Test Procedure and Acceptance Criteria for Prime Painted Steel Surfaces for Steel Doors and Frames.
5. ANSI/SDI A250.11 - Recommended Erection Instructions for Steel Frames.
6. ANSI/SDI A250.13 - Testing and Rating of Severe Windstorm Resistant Components for Swing Door Assemblies.
7. ASTM A1008 - Standard Specification for Steel Sheet, Cold-Rolled, Carbon, Structural, High-Strength Low-Alloy and High-Strength Low-Alloy with Improved Formability.
8. ASTM A653 - Standard Specification for Steel Sheet, Zinc-Coated (Galvanized) or Zinc-Iron Alloy-Coated (Galvannealed) by the Hot-Dip Process.
9. ASTM A924 - Standard Specification for General Requirements for Steel Sheet, Metallic-Coated by the Hot-Dip Process.
10. ASTM C 1363 - Standard Test Method for Thermal Performance of Building Assemblies by Means of a Hot Box Apparatus.
11. ASTM E90 - Standard Test Method for Laboratory Measurement of Airborne Sound Transmission Loss of Building Partitions and Elements.
12. ASTM E283 - Standard Test Method for Determining Rate of Air Leakage Through Exterior Doors Under Specified Pressure Differences Across the Specimens.
13. ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.
14. ASTM E 413 - Classification for Rating Sound Insulation.
15. ASTM E1332 - Standard Classification for Determination of Outdoor-Indoor Transmission Class.
16. ASTM E1886 - Test Method for Performance of Exterior Windows, Curtin Walls, Doors and Shutters Impacted by Missiles and Exposed to Cyclic Pressure Differentials.
17. ASTM E1996 - Standard Specification for Performance of Exterior Windows, Curtain Walls, Doors and Storm Shutters Impacted by Windborne Debris in Hurricanes.
18. ANSI/NAAMM/HMMA 867-06 - Guide Specifications for Commercial Laminated Core Hollow Metal Doors and Frames.
19. ANSI/BHMA A156.15 - Hardware Preparation in Steel Doors and Frames.

20. ANSI/SDI 122 - Installation and Troubleshooting Guide for Standard Steel Doors and Frames.
21. ANSI/NFPA 80 - Standard for Fire Doors and Fire Windows; National Fire Protection Association.
22. ANSI/NFPA 105: Standard for the Installation of Smoke Door Assemblies.
23. FEMA 361 2008 – Design and Construction Guidance for Community Safe Rooms.
24. ICC 500 - ICC/NSSA Standard for the Design and Construction of Storm Shelters.
25. NFPA 252 - Standard Methods of Fire Tests of Door Assemblies; National Fire Protection Association.
26. TAS-201-94 - Impact Test Procedures.
27. TAS-202-94 - Criteria for Testing Impact and Non-Impact Resistant Building Envelope Components using Uniform Static Air Pressure.
28. TAS-203-94 - Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.
29. UFC 4-010-0 - Department of Defense Minimum Antiterrorism Standards for Building, October 2003, including Change 1, January 2007.
30. UL 10B - Fire Test of Door Assemblies.
31. UL 10C - Positive Pressure Fire Tests of Door Assemblies.
32. UL 1784 - Standard for Air Leakage Tests of Door Assemblies.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated. Include construction details, material descriptions, core descriptions, hardware reinforcements, profiles, anchors, fire-resistance rating, and finishes.

B. Shop Drawings: Include the following:

1. Elevations of each door design.
2. Details of doors, including vertical and horizontal edge details and metal thicknesses.
3. Frame details for each frame type, including dimensioned profiles and metal thicknesses.
4. Locations of reinforcement and preparations for hardware.
5. Details of anchorages, joints, field splices, and connections.
6. Details of accessories.
7. Details of moldings, removable stops, and glazing.
8. Details of conduit and preparations for power, signal, and control systems.

1.4 QUALITY ASSURANCE

A. Source Limitations: Obtain hollow metal doors and frames through one source from a single manufacturer wherever possible.

B. Quality Standard: In addition to requirements specified, comply with ANSI/SDI A250.8, latest edition, "Recommended Specifications for Standard Steel Doors and Frames".

C. Fire-Rated Door Assemblies: Assemblies complying with NFPA 80 that are listed and labeled by a qualified testing agency, for fire-protection ratings indicated, based on testing at positive pressure according to NFPA 252 (neutral pressure at 40" above sill) or UL 10C.

D. Fire-Rated, Borrowed-Light Frame Assemblies: Assemblies complying with NFPA 80 that are listed and labeled, by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire-protection ratings indicated, based on testing according to NFPA 257. Provide labeled glazing material.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver hollow metal work palletized, wrapped, or crated to provide protection during transit and Project site storage. Do not use non-vented plastic.

B. Deliver welded frames with two removable spreader bars across bottom of frames, tack welded to jambs and mullions.

C. Store hollow metal work under cover at Project site. Place in stacks of five units maximum in a vertical position with heads up, spaced by blocking, on minimum 4-inch high wood blocking. Do not store in a manner that traps excess humidity.

1. Provide minimum 1/4-inch space between each stacked door to permit air circulation. Door and frames to be stacked in a vertical upright position.

1.6 PROJECT CONDITIONS

A. Field Measurements: Verify actual dimensions of openings by field measurements before fabrication.

1.7 COORDINATION

A. Coordinate installation of anchorages for hollow metal frames. Furnish setting drawings, templates, and directions for installing anchorages, including sleeves, concrete inserts, anchor bolts, and items with integral anchors. Deliver such items to Project site in time for installation.

1.8 WARRANTY

A. Special Warranty: Manufacturer's standard form in which manufacturer agrees to repair or replace doors that fail in materials or workmanship within specified warranty period.

B. Warranty includes installation and finishing that may be required due to repair or replacement of defective doors.

PRODUCTS

2.1 MANUFACTURERS

A. Manufacturers: Subject to compliance with requirements, provide products by one of the following:

1. CECO Door Products.
2. Curries Company.
3. Security Metal Products.

2.2 MATERIALS

A. Cold-Rolled Steel Sheet: ASTM A 1008/A 1008M, Commercial Steel (CS), Type B; suitable for exposed applications.

B. Metallic-Coated Steel Sheet: ASTM A 653/A 653M, Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

C. Frame Anchors: ASTM A 653/A 653M, Commercial Steel (CS), Commercial Steel (CS), Type B; with minimum G60 (Z180) or A60 (ZF180) metallic coating.

2.3 STANDARD HOLLOW METAL DOORS

A. General: Provide 1-3/4-inch doors of design indicated, not less than thickness indicated; fabricated with smooth surfaces, without visible joints or seams on exposed faces unless otherwise indicated. Comply with ANSI/SDI A250.8.

B. Exterior Doors: Face sheets fabricated of 16-gauge commercial quality hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:

1. Basis of Design: Flush panel; CECO Legion Services Full Flush Door.
2. Core Construction: Manufacturer's standard polystyrene. Where indicated, provide doors fabricated as thermal-rated assemblies with a minimum R-value of 2.8 or better.
3. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet. Doors with an inverted top channel to include a steel closure channel, screw attached, with the web of the channel flush with the face sheets of the door. Plastic or composite channel fillers are not acceptable.
4. Hinge Reinforcement: Minimum 7-gauge (3/16") plate 1-1/4" x 9" or minimum 14-gauge continuous channel with pierced holes, drilled and tapped.
5. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

C. Interior Doors: Face sheets fabricated of 18-gauge commercial quality cold rolled steel that complies with ASTM A 1008/A 1008M. Provide doors complying with requirements indicated below by referencing ANSI/SDI A250.8 for level and model and ANSI/SDI A250.4 for physical performance level:

1. Basis of Design: Flush panel; CECO Regent Services Full Flush Door.
2. Core Construction: Manufacturer's standard kraft-paper honeycomb, or one-piece polystyrene core, securely bonded to both faces.
    a. Fire Door Core: As required to provide fire-protection and temperature-rise ratings indicated.
3. Top and Bottom Edges: Reinforce tops and bottoms of doors with a continuous steel channel not less than 16 gauge, extending the full width of the door and welded to the face sheet.
4. Hinge Reinforcement: Minimum 7-gauge (3/16") plate 1-1/4" x 9" or minimum 14-gauge continuous channel with pierced holes, drilled and tapped.
5. Hardware Reinforcements: Fabricate according to ANSI/SDI A250.6 with reinforcing plates from same material as door face sheets.

2.4 STANDARD HOLLOW METAL FRAMES

A. General: Comply with ANSI/SDI A250.8 and with details indicated for type and profile.

B. Exterior Frames: Fabricated of 16 gauge hot-dipped zinc coated steel that complies with ASTM A 653/A 653M, Coating Designation A60.

1. Fabricate frames with mitered or coped corners.

2. Fabricate frames, with "closed and tight" miter seams continuously welded on face, finished smooth with no visible seam unless otherwise indicated.

3. Manufacturers Basis of Design:

a. CECO Door Products SQ/SU/SR Series.

b. Curries Company M/G Series.

C. Interior Frames: Fabricated from 16 gauge cold-rolled steel sheet that complies with ASTM A 1008/A 1008M.

1. Fabricate frames with mitered or coped corners.

2. Fabricate frames with "closed and tight" miter seams continuously welded on face, finished smooth with no visible seam unless otherwise indicated.

3. Frames for Borrowed Lights: Minimum 16 gauge (0.053-inch-1.3-mm-) thick steel sheet.

4. Manufacturers Basis of Design:

a. CECO Door Products BQ/BU Series (Drywall Profile, welded corners).

b. Curries Company CM Series (Drywall Profile, welded corners).

D. Fire rated frames: Fabricate frames in accordance with NFPA 80, listed and labeled by a qualified testing agency, for fire-protection ratings indicated.

E. Hardware Reinforcement: Fabricate according to ANSI/SDI A250.6 with reinforcement plates of minimum steel thickness set forth in ANSI/SDI A250-6 Table 1

2.5 FRAME ANCHORS

A. Jamb Anchors

1. Masonry Type: Adjustable strap-and-stirrup or T-shaped anchors to suit frame size, formed from A60 metallic coated material, not less than 0.042-inch-thick, with corrugated or perforated straps not less than 2 inches wide by 10 inches long; or wire anchors not less than 0.177 inch thick.

2. Stud Wall Type: Designed to engage stud and not less than 0.042 inch thick.

B. Floor Anchors: Floor anchors to be provided at each jamb, formed from A60 metallic coated material, not less than 0.042 inches thick.

C. Mortar Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.6 HOLLOW METAL PANELS

A. Provide hollow metal panels of same materials, construction, and finish as specified for adjoining hollow metal work.

2.7 LOUVERS

A. Metal Louvers: Door manufacturer's standard metal louvers unless otherwise indicated.

1. Blade Type: Vision proof inverted V or inverted Y.

2. Metal and Finish: Galvanized steel, 0.040-inch-thick, factory primed for paint finish with baked enamel or powder coated finish. Match pre-finished door paint color where applicable.

2.8 LIGHT OPENINGS AND GLAZING

A. Stops and Moldings: Provide stops and moldings around glazed lites where indicated. Form corners of stops and moldings with butted or mitered hairline joints at fabricator's shop. Fixed and removable stops to allow multiple glazed lites each to be removed independently. Coordinate frame rabbet widths between fixed and removable stops with the type of glazing and installation indicated.

B. Moldings for Glazed Lites in Doors and Loose Stops for Glazed Lites in Frames: Minimum 20 gauge thick, fabricated from same material as door face sheet in which they are installed.

C. Fixed Frame Moldings: Formed integral with hollow metal frames, a minimum of 5/8 inch (16 mm) high unless otherwise indicated. Provide fixed frame moldings and stops on outside of exterior and on secure side of interior doors and frames.

D. Preformed Metal Frames for Light Openings: Manufacturer's standard frame formed of 0.048-inch-thick, cold rolled steel sheet; with baked enamel or powder coated finish; and approved for use in doors of fire protection rating indicated. Match pre-finished door paint color where applicable.

E. Glazing: Comply with requirements in Division 08 Section "Glazing" and with the hollow metal door manufacturer's written instructions.

1. Factory Glazing: Factory install glazing in doors as indicated. Doors with factory installed glass to include all of the required glazing material.

2.9 ACCESSORIES

A. Mullions and Transom Bars: Join to adjacent members by welding or rigid mechanical anchors.

B. Grout Guards: Formed from same material as frames, not less than 0.016 inches thick.

2.10 FABRICATION

A. Fabricate hollow metal work to be rigid and free of defects, warp, or buckle. Accurately form metal to required sizes and profiles, with minimum radius for thickness of metal. Where practical, fit and assemble units in manufacturer's plant. When shipping limitations so dictate, frames for large openings are to be fabricated in sections for splicing or splining in the field by others.

B. Tolerances: Fabricate hollow metal work to tolerances indicated in ANSI/SDI A250.8.

C. Hollow Metal Doors

1. Exterior Doors: Provide optional weep-hole openings in bottom of exterior doors to permit moisture to escape where specified.

2. Glazed Lites: Factory cut openings in doors with applied trim or kits to fit. Factory install glazing where indicated.

3. Astragals: Provide overlapping astragals as noted in door hardware sets in Division 08 Section "Door Hardware" on one leaf of pairs of doors where required by NFPA 80 for fire-performance rating or where indicated. Extend minimum 3/4 inch beyond edge of door on which astragal is mounted.

4. Continuous Hinge Reinforcement: Provide welded continuous 12-gauge strap for continuous hinges specified in hardware sets in Division 08 Section "Door Hardware".

D. Hollow Metal Frames

1. Shipping Limitations: Where frames are fabricated in sections due to shipping or handling limitations, provide alignment plates or angles at each joint, fabricated of same thickness metal as frames.
2. Welded Frames: Weld flush face joints continuously; grind, fill, dress, and make smooth, flush, and invisible.
    a. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening.
3. Sidelight and Transom Bar Frames: Provide closed tubular members with no visible face seams or joints, fabricated from same material as door frame. Fasten members at crossings and to jambs by butt welding.
4. High Frequency Hinge Reinforcement: Provide high frequency hinge reinforcements at door openings 48-inches and wider with mortise butt type hinges at top hinge location.
5. Welded frames are to be provided with two steel spreaders temporarily attached to the bottom of both jambs to serve as a brace during shipping and handling. Spreader bars are for bracing only and are not to be used to size the frame opening".
6. Provide countersunk, flat- or oval-head exposed screws and bolts for exposed fasteners unless otherwise indicated for removable stops, provide security screws at exterior locations.
7. Mortar Guards: Provide guard boxes at back of hardware mortises in frames at all hinges and strike preps regardless of grouting requirements.
8. Floor Anchors: Weld anchors to bottom of jambs and mullions with at least four spot welds per anchor.
9. Jamb Anchors: Provide number and spacing of anchors as follows:
    a. Masonry Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
        (1) Two anchors per jamb up to 60 inches high.
        (2) Three anchors per jamb from 60 to 90 inches high.
        (3) Four anchors per jamb from 90 to 120 inches high.
        (4) Four anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 120 inches high.
    b. Stud Wall Type: Locate anchors not more than 18 inches from top and bottom of frame. Space anchors not more than 32 inches o.c. and as follows:
        (1) Three anchors per jamb up to 60 inches high.
        (2) Four anchors per jamb from 60 to 90 inches high.
        (3) Five anchors per jamb from 90 to 96 inches high.
        (4) Five anchors per jamb plus 1 additional anchor per jamb for each 24 inches or fraction thereof above 96 inches high.
        (5) Two anchors per head for frames above 42 inches wide and mounted in metal stud partitions.

10. Door Silencers: Except on weatherstripped or gasketed doors, drill stops to receive door silencers. Silencers to be supplied by frame manufacturer regardless if specified in Division 08 Section "Door Hardware".

E. Hardware Preparation: Factory prepare hollow metal work to receive template mortised hardware; include cutouts, reinforcement, mortising, drilling, and tapping according to the Door Hardware Schedule and templates furnished as specified in Division 08 Section "Door Hardware".

1. Locate hardware as indicated, or if not indicated, according to ANSI/SDI A250.8.
2. Reinforce doors and frames to receive non-template, mortised and surface mounted door hardware.
3. Comply with applicable requirements in ANSI/SDI A250.6 and ANSI/DHI A115 Series specifications for preparation of hollow metal work for hardware.
4. Coordinate locations of conduit and wiring boxes for electrical connections with Division 26 Sections.

2.11 STEEL FINISHES

A. Prime Finishes: Doors and frames to be cleaned, and chemically treated to insure maximum finish paint adhesion. Surfaces of the door and frame exposed to view to receive a factory applied coat of rust inhibiting shop primer.

1. Shop Primer: Manufacturer's standard, fast-curing, lead and chromate free primer complying with ANSI/SDI A250.10 acceptance criteria; recommended by primer manufacturer for substrate; and compatible with substrate and field-applied coatings.

EXECUTION

3.1 EXAMINATION

A. Examine substrates, areas, and conditions, with Installer present, for compliance with requirements for installation tolerances and other conditions affecting performance of the Work.

B. General Contractor to verify the accuracy of dimensions given to the steel door and frame manufacturer for existing openings or existing frames (strike height, hinge spacing, hinge back set, etc.).

C. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 PREPARATION

A. Remove welded in shipping spreaders installed at factory. Restore exposed finish by grinding, filling, and dressing, as required to make repaired area smooth, flush, and invisible on exposed faces.

B. Prior to installation, adjust and securely brace welded hollow metal frames for squareness, alignment, twist, and plumbness.

C. Tolerances shall comply with SDI-117 "Manufacturing Tolerances Standard Steel Doors and Frames".

D. Drill and tap doors and frames to receive non-template, mortised, and surface-mounted door hardware.

3.3 INSTALLATION

A. General: Install hollow metal work plumb, rigid, properly aligned, and securely fastened in place; comply with Drawings and manufacturer's written instructions.

B. Hollow Metal Frames: Install hollow metal frames of size and profile indicated. Comply with ANSI/SDI A250.11 and NFPA 80 at fire rated openings.

1. Set frames accurately in position, plumbed, aligned, and braced securely until permanent anchors are set. After wall construction is complete and frames properly set and secured, remove temporary braces, leaving surfaces smooth and undamaged. Shim as necessary to comply with installation tolerances.

2. Floor Anchors: Provide floor anchors for each jamb and mullion that extends to floor, and secure with post-installed expansion anchors.

3. Masonry Walls: Coordinate installation of frames to allow for solidly filling space between frames and masonry with mortar.

4. Grout Requirements: Do not grout head of frames unless reinforcing has been installed in head of frame. Do not grout vertical or horizontal closed mullion members.

C. Hollow Metal Doors: Fit hollow metal doors accurately in frames, within clearances specified below. Shim as necessary.

1. Non-Fire-Rated Standard Steel Doors.

a. Jambs and Head: 1/8 inch plus or minus 1/16 inch.

b. Between Edges of Pairs of Doors: 1/8 inch plus or minus 1/16 inch.

c. Between Bottom of Door and Top of Threshold: Maximum 3/8 inch.

d. Between Bottom of Door and Top of Finish Floor (No Threshold): Maximum 3/4 inch.

2. Fire-Rated Doors: Install doors with clearances according to NFPA 80.

D. Field Glazing: Comply with installation requirements in Division 08 Section "Glazing" and with hollow metal manufacturer's written instructions.

3.4 ADJUSTMENT AND CLEANING

A. Final Adjustments: Check and readjust operating hardware items immediately before final inspection. Leave work in complete and proper operating condition. Remove and replace defective work, including hollow metal work that is warped, bowed, or otherwise unacceptable.

B. Remove grout and other bonding material from hollow metal work immediately after installation.

C. Prime-Coat and Painted Finish Touchup: Immediately after erection, sand smooth rusted or damaged areas of prime coat, or painted finishes, and apply touchup of compatible air drying, rust-inhibitive primer, zinc rich primer (exterior and galvanized openings) or finish paint.

END OF SECTION 08 11 13

GENERAL

1.1 SUMMARY

A. Exterior and interior aluminum wood multi-slide doors as described on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 REFERENCES

A. AAMA 611.98 - Voluntary Specification for Anodized Architectural Aluminum.

B. AAMA 2603.02 - Voluntary Specifications, Performance Requirements and Test Procedures for Pigmented Organic Coatings on Aluminum Extrusions and Panels.

C. AAMA 2604 - Voluntary Specifications, Performance Requirements and Test Procedures for Pigmented for High Performance Organic Coatings on Aluminum Extrusions and Panels.

D. ANSI Z97.1 - Safety Performance Specifications and Methods of Test for Safety Glazing Material Used In Buildings.

E. ASTM E 283 - Test Method for Rate of Air Leakage through Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

F. ASTM E 330 - Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure Difference.

G. ASTM E 547 - Test Method for Water Penetration of Exterior Windows, Curtain Walls, and Doors by Cyclic Static Air Pressure Differential.

H. CPSC 16CFR-1201 - Safety Standard for Architectural Glazing Materials.

1.4 SUBMITTALS

A. Submit under provisions of Section 01300.

B. Product Data: Manufacturer's data sheets on each product to be used, including:

1. Preparation instructions and recommendations.

2. Storage and handling requirements and recommendations.

3. Installation methods.

C. Shop Drawings: Include outside net frame dimensioning, direction of swing (outswing or inswing), number of panels, folding configuration of panels left or right, identify main entry swing panel, typical head, side jamb, sill and panel details and type of glazing material per vertical plan and elevations view drawings.

D. Selection Samples: For each finish product specified, two complete sets of color chips representing manufacturer's full range of available colors and patterns.

E. Verification Samples: For each finish product specified, two samples, minimum size 6 inches (150 mm) square, representing actual product, color, and patterns.

F. Manufacturer's Certificates: Certify products meet or exceed specified requirements.

G. Closeout Submittals: Provide manufacturer's maintenance instructions that include recommendations for periodic checking and adjustment of cable tension and periodic cleaning and maintenance of all railing and infill components.

1.5 QUALITY ASSURANCE

A. Manufacturer Qualifications: Provide complete, engineered and high quality sliding door system by a single source manufacturer with at least 7 years documented experience manufacturing folding door systems in the U.S.

B. Installer Qualifications: Installer with documented experienced in the installation of manufacturer's sliding door systems or similar and screen system to the products specified.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in manufacturer's unopened packaging until ready for installation.

B. Protect stored product from damage. Store products flat in dry, well ventilated area out of direct sunlight, under cover, protected from weather, moisture and excessive dryness and construction activities.

1.7 SEQUENCING

A. Ensure that locating templates and other information required for installation of products of this section are furnished to affected trades in time to prevent interruption of construction progress.

B. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.8 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's absolute limits.

1.9 WARRANTY

A. Manufacture's limited warranty including; 10 years for panel and frame aluminum components, product finishes, folding system hardware, and weather stripping; 5 years for locking hardware and screens; 10 years for insulated glass against failure of the air seal and that each unit will be free from material obstruction of vision as a result of fogging or film formation on the internal surfaces.

PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: LaCantina Doors, Inc., 1875 Ord Way, Oceanside, CA 92056. ASD. Telephone: (888) 221-0141. Fax: (760) 734-1591. Website: www.lacantinadoors.com. Email: info@lacantinadoors.com.

B. Requests for substitutions will be considered in accordance with provisions of Section 01 62 00.

2.2 SLIDING ALUMINUM-WOOD DOORS

A. Aluminum Wood Multi Slide Doors: Hybrid panel construction of 1-3/4 inch thick extruded aluminum and 1/2 inch thick solid wood on the interior.

1. Configuration:

a. Stacking Configurations: Complete sliding door system including head, side jambs, thresholds and aluminum sliding panels to the following sizes.

(1) 4 Panels XXXO as indicated on the Drawings. Maximum Frame Width 31 feet 6-3/4 inches by Maximum Frame Height 12 foot 3-1/16 inches.

2. Frame and Panels: Complete folding door system including head, side jambs, thresholds and aluminum panels to sizes indicated on the Drawings.

a. Panel: Thermally broken, extruded aluminum stile and rail panels with standard one lite.

(1) Stile and Rail 3-5/8 inches (92 mm).

b. Frame and Sill: Extruded aluminum.

c. Weatherstripping: At exterior doors, provided weather seal inserted in frame and sill to provide perimeter seal, as well as between door panels. Color is dark bronze.

d. Interior Wood Species: Provide with matching solid wood glazing stops.

(1) Vertical grain Douglas Fir.

e. Interior Wood Finish: Unfinished, ready for paint or stain.

3. Glass: All glass to comply with safety glazing requirements of ANSI Z97.1 and CPSC 16CFR 1201.

a. Type: Cardinal dual glazed low-E glass.

(1) Insulated glass with a 3/4 inch (19 mm) overall thickness.

b. Glass:

(1) Air Filled:

(a) LowE366-Air-Clear: Overall Thickness 3/4 inch, U-Factor 0.52, SHGC 0.23, VT 0.49

c. Glazing: Silicone bedding on exterior surfaces and glazing seal on the interior of the panel.

4. Locking Hardware and Handles: Manufacturer’s standard minimal one piece handle and exterior locking hardware.

a. Provide with optional three point lock system available for systems 8 feet or taller with locking hardware located on the primary sliding panel.

b. Handle Finish:

(1) Brushed Satin Bronze color.

c. Provide panel handle height centered at 36 inches (914 mm) from bottom of panel.

5. Rolling Hardware: Manufacturer’s standard rolling hardware integrated with engineered head track, side jambs and threshold frame system.

a. Rolling Hardware:

(1) Stainless steel wheels.

b. Threshold:

(1) Flush sill.

6. Interior Wood Species: Provide with matching solid wood glazing stops.
    a. Vertical grain Douglas Fir.
7. Interior Wood Finish: Unfinished, ready for paint or stain.
8. Aluminum Finish:
    a. Two coat 70 percent Kynar finish with color as selected from manufacturer range of finishes.
9. Threshold Finish:
    a. Bronze anodized.

2.3 FABRICATION

A. Sizes and Configurations: Fabricate to sizes and configurations indicated on the Drawings. Verify opening sizes by field measurement prior to completing fabrication.

B. Verify sliding direction for opening units.

C. Fabricate with manufacturer’s non-integral nail fin for use in conjunction with standard flashing, weather resistant barriers and compatible sealants.

EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. Verify that the maximum deflection of the header with the live load does not exceed the lesser of L/720 of the span and 1/4 inch. Structural support for lateral loads including both wind load and when the panels are stacked open) must be provided.

C. Verify that dimensions of rough opening will fit the net frame dimensions of door system; verify that rough openings are level, plumb, and square, with no unevenness in the floor.

D. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions.

B. Properly flash and waterproof around the perimeter of the opening and frame. Adequate overhangs to prevent the effects of sheeting water from above are recommended.

C. Provide adequate anchorage devices. Securely fit frame in place, level, straight, plumb and square. Install frame in proper elevation, plane and location, and in proper alignment with other work. Head section of frame must be installed with a 1/8 inch upward crown at the center of the opening.

D. If necessary for tracks recessed into finish floors, drill weep holes in the floor track and provide drain connectors to ensure water can escape from the tracks.

E. Ensure doors are adjusted for proper operation.

F. For products requiring field finishing, field as specified in Section 09900; seal and finish promptly after installation and no more than seven days and prior to exposure to weather.

G. Install the screen system following the manufacturer's recommendations and installation instructions.

3.4 PROTECTION

A. Protect installed products until completion of project.

B. Protect installed product from construction activities, particularly thresholds and floor channels.

C. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 08 13 73

GENERAL

1.1 SUMMARY

A. Provide and install stile and rail wood doors as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

1. Product Data, including details of construction Submit (1) 12” X 12” construction sample as required by the architect showing door construction, panel and sticking details as specified.
2. For factory finished doors-Submit (3) 5” X 5” veneer samples as required by the architect illustrating finish color and sheen.
3. Safety Glass: Comply with testing requirements in 16 CFR 1201.
4. Forest Certification: Provide doors produced from wood obtained from forests certified by an FSC-accredited certification body to comply with FSC 1.2, "Principles and Criteria”.

PRODUCTS

2.1 MANUFACTURER

A. Masonite Architectural: 1.877.332.4484 and www.masonitearchitectural.com

1. Basis of Design Product: Subject to compliance with requirements, provide Aspiro™ Series Authentic Stile & Rail wood doors or Architect approved Equal.

2.2 DOOR CONSTRUCTION

A. Description: Interior Non-Rated Doors

1. Type: Aspiro™ Series. Raised Panel style and Full Glass style as indicated on Drawings
2. Door Thickness as indicated on Drawings
3. Construction Type:
   a. Cope & Stick; joinery using ½” X 4” dowels.
   b. Joints to have minimum 1 dowel.
4. Construction Materials:
   a. Stiles and rails shall be constructed of Structural Composite Lumber (SCL) with a minimum ¾” solid hardwood edge.
   b. Muntin bars shall have ¼” X 2-1/2” dowels at every joint.
   c. Pressure fit joints using a Type II Adhesive.

d. Raised panels shall be minimum thickness of 1-1/8” with raise of panel of solid lumber material matching face species, rim banded with mitered corners.

5. Veneer: Veneers to be 1/16” thickness, Grade A.
   a. Species: Cherry
   b. Quarter cut
   c. Center match
6. Door Panel Top Design:
   a. Square Top
7. Panel Types:
   a. Veneer Wrapped Raised Panel: 1-1/8”
8. Panel Construction
   a. Panels shall be manufactured with face veneer directly to core material
   b. Raised panels shall be minimum thickness of 1-1/8” with raise of panel of solid lumber material matching face species, rim banded with mitered corners.
9. Panel Material
   a. Veneer Wrapped Raised Panel: MDF
10. Sticking Types:
    a. Ovolo

B. Description: Interior Fire-Rated Doors

1. See Drawings for required door ratings.
2. Labeled doors shall confirm to one of the following applicable local codes.
   a. Positive Pressure—Tested to UL 10C
   b. Positive Pressure doors are to be of Category A construction. (Category A includes doors evaluated without an edge-sealing system on the door and frame and doors evaluated with a sealing system incorporated (concealed or visible) into the edge of the door.

2.3 DOOR FABRICATION

A. Fabricate doors in accordance with one of the following Quality Assurance Standards.
   1. WDMA I.S.6A-Premium Grade Construction

B. Veneer to be Grade A unless specified as other

C. Prefit and bevel doors 1/8” in 2”, ensuring proper gaps are maintained on fire doors to comply with NFPA 80 requirements.

D. All doors shall be machined for specified hardware that is not surface applied.

E. Doors shall be factory glazed with glass as specified unless otherwise indicated.
   1. ¼” clear tempered

2.4 FINISHING

A. All doors shall be factory finished with manufacturers’ standard Conversion Varnish and standard sheen. (Unless otherwise indicated).

B. Finish coating to be:

1. Match American Laminates Butternut

PART 3 EXECUTION

3.1 EXAMINATION

A. Examine doors and installed door frames, with Installer present, before hanging doors.

1. Verify that installed frames comply with indicated requirements for type, size, location, and swing characteristics and have been installed with level heads and plumb jambs. Any deficiencies must be corrected prior to door installation.

2. Reject doors with defects.

B. Proceed with installation only after unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Hardware: See Section Door Hardware

B. Installation Instructions: Install doors to comply with manufacturer's written instructions and referenced quality standard, and as indicated.

1. Install fire-rated doors according to NFPA 80.

2. Install smoke- and draft-control doors according to NFPA 105.

C. Job-Fitted Doors: Align and fit doors in frames with uniform clearances and bevels as indicated below; do not trim stiles and rails in excess of limits set by manufacturer or permitted for fire-rated doors. Machine doors for hardware. Seal edges of doors, edges of cutouts, and mortises after fitting and machining.

1. Clearances: Provide 1/8 inch (3.2 mm) at heads, jambs, and between pairs of doors. Provide 1/8 inch (3.2 mm) from bottom of door to top of decorative floor finish or covering unless otherwise indicated. Where threshold is shown or scheduled, provide ¼ inch (6.4 mm) from bottom of door to top of threshold unless otherwise indicated.

a. Comply with NFPA 80 for fire-rated doors.

2. Bevel non-fire-rated doors 1/8 inch in 2 at lock and hinge edges.

3. Trim bottom rail only to extent permitted by labeling agency.

D. Factory-Fitted Doors: Align in frames for uniform clearance at each edge.

E. Factory-Finished Doors: Do not trim factory finished doors for width.

3.3 ADJUSTING

A. Operation: Correct any deficiency that prohibits the door from swinging or operating freely. Do not remove hinge screws after initial insertion. Shims used for alignment purposes must be inserted between hinge and frame. Do not insert shims between hinge and door.

B. To prevent stile failure, ensure that door closers are properly adjusted and do not limit the door opening swing. Limit door opening swing only with a properly located stop.

C. Finished Doors: Replace doors that are damaged or that do not comply with requirements. Doors may be repaired or refinished if work complies with requirements and shows no evidence of repair or refinishing.

END OF SECTION 08 14 33

GENERAL

1.1 SUMMARY

A. Provide and install interior aluminum-framed, top-hung sliding doors as described on the Drawings and specified herein.

1.2 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions and Division 01 Specification Sections, apply to this Section.

1.3 REFERENCES

A. ANSI – American National Standards Institute

1. ANSI 156.18 Materials and Finishes
2. ANSI A117.1 Specifications for making buildings and facilities usable by physically handicapped people.

B. BHMA – Builders Hardware Manufacturers Association

C. DHI – Door and Hardware Institute

D. NFPA – National Fire Protection Association

1. NFPA 80 – Fire Doors and Windows
2. NFPA 101 – Life Safety code
3. NFPA 105 – Smoke and Draft Control Door Assemblies
4. NFPA 252 – Fire Tests of Doors Assemblies

E. AWS – Architectural Woodwork Standards

1.4 SUBMITTALS

A. Comply with Section 01 33 00 – Submittal Procedures

B. Product Data: Submit manufacturer’s product data, including installation instructions.

C. Shop Drawings: Submit manufacturer’s shop drawings, including plans, elevations, sections, and details, indicating dimensions, tolerances, materials, components, hardware, finish, options, and accessories. Shop Drawings to show required blocking by others.

D. Samples: Submit manufacturer’s samples of the following sliding door components:

1. Door veneer or laminate sample.
2. Aluminum Frame finish sample.

E. Manufacturer’s Certification: Submit manufacturer’s certification that materials comply with specified requirements and are suitable for intended application.

F. Warranty Documentation: Submit manufacturer’s standard warranty.

G. Test Reports: Submit acoustical reports or UL1784 as applicable.

1.5 QUALITY ASSURANCE

A. Product Options: Drawings indicate size, profiles, and dimensional requirements of interior aluminum frames and doors.

B. Source: Obtain sliding aluminum framed doors and hardware from single source.

C. Manufacturer's Qualifications: Manufacturer regularly engaged for past 5 years in manufacture of sliding doors similar to that specified.

1.6 PERFORMANCE

A. Aluminum perimeter frames with integral acoustic seals.

B. Soft self-closing mechanism integrated with top track.

C. Concealed door guide.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Delivery and Acceptance Requirements: Deliver materials to site in manufacturer’s original, unopened containers and packaging, with labels clearly identifying product name and manufacturer.

B. Notify manufacturer immediately of any shipping damage.

C. Storage and Handling Requirements:

1. Store and handle materials in accordance with manufacturer’s instructions.

2. Keep materials in manufacturer’s original, unopened containers and packaging until installation.

3. Store materials in clean, dry area indoors.

4. Protect materials and finish during storage, handling, and installation to prevent damage.

PRODUCTS

2.1 MANUFACTURERS

A. **AD SYSTEMS** 2201 100th St. SW, Everett, WA 98204 | Website: http://specADsystems.com | Phone: 425-374-1360 | Attn: Estimating: estimating@specADsystems.com

2.2 INTERIOR SLIDING ALUMINUM-FRAMED DOORS AND PARTITIONS

A. Manufacturer:

1. Scheduled Manufacturer: OfficeSlide™ High Performance Barn (Sliding) Door System by AD Systems. Or equal

B. Specified Wall Thickness 7-1/4”. Contractor to verify in field

C. Frame Profiles: Extruded aluminum frame “wrap” frame with integral vertical jamb (stile pocket).

D. Finish:

1. Standard: Painted Hardcoat (Kynar) Finish. Meets AAMA 2604 Standard Colors: Color as selected by architect

E. Door Leafs: all Doors to be factory machined for hardware including pilot and function holes.

1. 1-3/4" Flush Wood Door: Reference Spec Section 08 14 16 Wood Doors or other section as applicable.

a. Glazing: monolithic clear tempered with integral blinds where indicated on Drawings.

b. Standard stile widths are 6” with a 10” bottom rail.

F. Door Components:

1. Single Top Track: AD Systems extruded aluminum track by AD Systems
2. Valances: Extruded aluminum with integral end caps
   a. Valance painted to match frame
3. Top Rollers: tandem nylon roller sized to match door weight.
4. Concealed Floor Guide: Integral Jamb floor guide by AD Systems.
5. Soft-Closer: Soft and self-closing damper mechanism at both sides of door leaf
6. Pull Handles: 10” BTB wire pull. Refer to Door Hardware Section

G. Door Locks:

1. Not Required at (1) location as indicated on Drawings
2. Mortise Latch and Lock at (1) location as indicated on Drawings
   a. Privacy Thumb-turn with Indicator and ext. key

EXECUTION

3.1 EXAMINATION

A. Examine wall openings to receive sliding doors for plumb, level, and square. Note: Finish door operation will be affected by out of tolerance framing.

B. Verify dimensions of wall openings.

C. Examine surfaces to receive top and bottom guide.

D. Notify Architect of conditions that would adversely affect installation or subsequent use of sliding doors.

E. Do not begin installation until unacceptable conditions are corrected.

F. Base of door side shall not be in place at time of installation. Base shall butt frame. Decorative Paneling at Ext side shall be in place at time of installation.

3.2 INSTALLATION

A. Install sliding doors in accordance with manufacturer’s instructions at locations indicated on the Drawings.

B. Install sliding doors plumb, level, square, and in proper alignment.

C. Install sliding doors to close against walls without gaps.

D. Install sliding doors to open and close smoothly.

E. Anchor sliding doors securely in place to supports. 2 x 6 blocking required full length of track.

3.3 ADJUSTING

A. Adjust sliding doors for proper operation in accordance with manufacturer’s instructions.

B. Adjust sliding doors to operate smoothly without binding.

C. Repair minor damages to finish in accordance with manufacturer’s instructions and as approved by Architect.

3.4 CLEANING

A. Clean sliding doors promptly after installation in accordance with manufacturer's instructions.

B. Do not use harsh cleaning materials or methods that could damage materials or finish.

3.5 PROTECTION

A. Protect installed sliding doors from damage during construction.

END OF SECTION 08 34 00

GENERAL

1.1 SUMMARY

A. Provide and install aluminum clad wood windows as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 QUALITY ASSURANCE

A. The Owner will select a pre-qualified independent testing laboratory. Testing, when required, will be in accordance with all pertinent codes and regulations and with selected standards of the American Society for Testing and Materials.

PRODUCTS

2.1 MANUFACTURER

A. Basis of Design: Marvin

2.2 FRAME

A. Interior: Non finger-jointed Vertical Grain Douglas Fir with non finger-jointed Vertical Grain Douglas Fir veneer.

1. Kiln-dried to moisture content no greater than twelve (12) percent at the time of fabrication
2. Water repellant preservative treated in accordance with WDMA I.S.4.

B. Frame exterior aluminum clad with 0.050 inch (1.3mm) thick extruded aluminum

C. Frame thickness: 1 3/16” (30mm)

D. Frame depths for full frame units have an overall 5 21/32” jamb (144mm). 4 9/16” (116mm) jamb depth from the nailing fin plane to the interior face of the frame for new construction

2.3 WINDOW TYPES

A. Marvin Signature Ultimate Casement Stationary

2.4 SASH

A. Non finger-jointed Vertical Grain Douglas Fir with non finger-jointed Vertical Grain Douglas Fir veneer.

1. Kiln-dried to moisture content no greater than twelve (12) percent at the time of fabrication
2. Water repellant preservative treated with accordance with WDMA I.S.4
3. Sash exterior aluminum clad with 0.050” (1.3mm) thick extruded aluminum

4. Sash thickness: 1 5/8” (41mm) and 1 7/8” (48mm) for full frame units.
5. Stiles and Rails: 2 1/16” (52mm)
6. Tall bottom rail (except on transoms/upper units): 3 9/16” (90mm)
7. Interior Sash Sticking: Ogee

2.5 JAMB EXTENSIONS

A. Jamb extensions for wall thicknesses as field verified by Contractor. These shall be factory applied.

2.6 EXTERIOR TRIM

A. Factory applied brick mould casing (1-1/4" x 2") and subsill (15/16 x 2-15/16")

2.7 GLAZING

A. All glass is of a select quality complying with Federal Specification DD-G-451D, ASTM, C 1036-85. Provide Insulated Glazing Unit as indicated on Drawings

2.8 GLAZING SEAL

A. Silicone bedding glazed at interior and exterior

2.9 WEATHERSTRIPPING

A. All units are weatherstripped. Frame is weatherstripped on all four sides with flexible gaskets. Sash is sealed around perimeter with leaf-type weatherstrip.

2.10 TRIM

A. Provide indicated trim, matching material and finish of frame members.

2.11 SIMULATED DIVIDED LITES

A. 7/8” (22mm) wide, with internal spacer bar

B. Exterior muntins: 0.055” (1.4mm) thick extruded aluminum

C. Interior muntins: Vertical Grain Douglas Fir

D. Muntins adhere to glass with closed-cell copolymer acrylic foam tape

E. Sticking: Ogee

F. Pattern: As indicated on Drawings

G. Finish – exterior matches exterior aluminum clad colors, interior matches’ interior wood species and color

2.12 EXTERIOR FINISH

A. Aluminum cladding, Fluoropolymer modified acrylic topcoat applied over primer. Color as indicated on Drawings

2.13 INTERIOR FINISH

A. Factory-applied water-borne urethane stain. Stain applied over a wood (stain) conditioner. A water-borne acrylic enamel clear coat applied in two separate coats, with light sanding between coats, applied over the stain. Meets WDMA TM-14 requirements.

EXECUTION

3.2 FABRICATION

A. Fabricate all products in this Section in complete accordance with the standards referenced in the published literature of the selected manufacturer.

3.3 INSTALLATION

A. Surface conditions

1. Prior to installation of the work of this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where this installation may properly commence.
2. Verify that wood windows may be installed in complete accordance with the original design and the manufacturer's recommendations.
3. In the event of discrepancy, immediately notify the Architect.
4. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

B. Installation

1. Install all wood windows in strict accordance with the original design, all pertinent codes and regulations, and the manufacturer's recommendations, installing the locks specified in Section 08700 of these Specifications, and anchoring all components firmly into position for long life under hard use. Provide Owner with additional touch up paint.
2. Set units level, plumb, and true to line, without warp or rack of frames and panels. Provide proper support and anchor securely in place.
3. Set sill members in bed of sealant or with gaskets, as indicated, to provide weathertight construction.
4. Adjust operating panels, screens, and hardware to provide a tight fit at contact points and weather stripping for smooth operation and weathertight closure. Lubricate hardware and moving parts.
5. Clean glass and aluminum surfaces immediately after installing windows. Remove nonpermanent labels from glass surfaces.

END OF SECTION 08 52 13

GENERAL

1.1 SUMMARY

A. This Section includes commercial door hardware for the following:

1. Swinging doors.
2. Sliding Doors.
3. Other doors to the extent indicated.

B. "Hardware groups" have been assigned to the various doors required for this work. Provide and install all finish hardware described in the Hardware Schedule and all other finish hardware not described but required for a complete and operable facility.

C. Door hardware includes, but is not necessarily limited to, the following:

1. Mechanical door hardware.
2. Electromechanical door hardware, power supplies, back-ups and surge protection.
3. Automatic operators.
4. Cylinders specified for doors in other sections.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these Specifications.

B. Product Data: Manufacturer's product data sheets including installation details, material descriptions, dimensions of individual components and profiles, operational descriptions and finishes.

C. Door Hardware Schedule: Prepared by or under the supervision of supplier, detailing fabrication and assembly of door hardware, as well as procedures and diagrams. Coordinate the final Door Hardware Schedule with doors, frames, and related work to ensure proper size, thickness, hand, function, and finish of door hardware.

D. Shop Drawings: Details of electrified access control hardware indicating the following:

1. Wiring Diagrams: Upon receipt of approved schedules, submit detailed system wiring diagrams for power, signaling, monitoring, communication, and control of the access control system electrified hardware. Differentiate between manufacturer-installed and field-installed wiring. Include the following:
    a. Elevation diagram of each unique access-controlled opening showing location and interconnection of major system components with respect to their placement in the respective door openings.
    b. Complete (risers, point-to-point) access control system block wiring diagrams.
2. Electrical Coordination: Coordinate with related Division 26 Electrical Sections the voltages and wiring details required at electrically controlled and operated hardware openings.

E. Keying Schedule: Prepared under the supervision of the Owner, separate schedule detailing final keying instructions for locksets and cylinders in writing. Include keying system explanation, door numbers, key set symbols, hardware set numbers and special instructions. Owner to approve submitted keying schedule prior to the ordering of permanent cylinders.

1.4 QUALITY ASSURANCE

A. Codes and References: Comply with the version year adopted by the Authority Having Jurisdiction

1. ANSI A117.1 - Accessible and Usable Buildings and Facilities.
2. ASTM E330 - Standard Test Method for Structural Performance of Exterior Windows, Curtain Walls, and Doors by Uniform Static Air Pressure difference.
3. ICC/IBC - International Building Code.
4. NFPA 70 - National Electrical Code.
5. NFPA 80 - Fire Doors and Windows.
6. NFPA 101 - Life Safety Code.
7. NFPA 105 - Installation of Smoke Door Assemblies.
8. UL/ULC and CSA C22.2 – Standards for Automatic Door Operators Used on Fire and Smoke Barrier Doors and Systems of Doors.
9. TAS-201-94 - Impact Test Procedures.
10. TAS-202-94 - Criteria for Testing Impact and Non-Impact Resistant Building Envelope Components using Uniform Static Air Pressure.
11. TAS-203-94 - Criteria for Testing Products Subject to Cyclic Wind Pressure Loading.
12. California Building Code.

B. Standards: All hardware specified herein shall comply with the following industry standards:

1. ANSI/BHMA Certified Product Standards - A156 Series.
2. UL10C – Positive Pressure Fire Tests of Door Assemblies.

C. Fire-Rated Door Assemblies: Provide door hardware for assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to NFPA 252 (neutral pressure at 40" above sill) or UL-10C.

1. Test Pressure: Positive pressure labeling.

D. Keying Conference: Conduct conference to comply with requirements in Division 01 Section "Project Meetings." Keying conference to incorporate the following criteria into the final keying schedule document:

1. Function of building, purpose of each area and degree of security required.
2. Plans for existing and future key system expansion.
3. Requirements for key control storage and software.
4. Installation of permanent keys, cylinder cores and software.
5. Address and requirements for delivery of keys.

1.5 COORDINATION

A. Templates: Obtain and distribute to the parties involved templates for doors, frames, and other work specified to be factory prepared for installing standard and electrified hardware. Check Shop Drawings of other work to confirm that adequate provisions are made for locating and installing hardware to comply with indicated requirements.

B. Door Hardware and Electrical Connections: Coordinate the layout and installation of scheduled electrified door hardware and related access control equipment with required connections to source power junction boxes, low voltage power supplies, detection and monitoring hardware, and fire and detection alarm systems.

C. Door and Frame Preparation: Related Division 08 Sections (Steel, Aluminum and Wood) doors and corresponding frames are to be prepared, reinforced and pre-wired (if applicable) to receive the installation of the specified electrified, monitoring, signaling and access control system hardware without additional in-field modifications.

1.6 WARRANTY

A. Warranty Period: Written warranty, executed by manufacturer(s), agreeing to repair or replace components of standard and electrified door hardware that fails in materials or workmanship within specified warranty period after final acceptance by the Owner. Failures include, but are not limited to, the following:

1. Structural failures including excessive deflection, cracking, or breakage.
2. Faulty operation of the hardware.
3. Deterioration of metals, metal finishes, and other materials beyond normal weathering.
4. Electrical component defects and failures within the systems operation.

B. Standard Warranty Period: One year from date of Substantial Completion, unless otherwise indicated.

C. Special Warranty Periods

1. Ten years for mortise locks and latches.
2. Ten years for extra heavy duty cylindrical (bored) locks and latches.
3. Seven years for heavy duty cylindrical (bored) locks and latches.
4. Five years for standard duty cylindrical (bored) locks and latches.
5. Five years for exit hardware.
6. Twenty-five years for manual surface door closers.
7. Ten years for heavy duty floor closers.
8. Two years for shallow depth floor closers.
9. Two years for overhead concealed closers.
10. Two years for electromechanical door hardware.

1.7 MAINTENANCE SERVICE

A. Maintenance Tools and Instructions: Furnish a complete set of specialized tools and maintenance instructions as needed for Owner's continued adjustment, maintenance, and removal and replacement of door hardware.

B. Continuing Service: Beginning at Substantial Completion, and running concurrent with the specified warranty period, provide continuous (6) months full maintenance including repair and replacement of worn or defective components, lubrication, cleaning, and adjusting as required for proper door opening operation. Provide parts and supplies as used in the manufacture and installation of original products.

PRODUCTS

2.1 SCHEDULED DOOR HARDWARE

A. General: Provide door hardware for each door to comply with requirements in Door Hardware Sets and each referenced section that products are to be supplied under.

1. Designations: Requirements for quantity, item, size, finish or color, grade, function, and other distinctive qualities of each type of door hardware are indicated in the Door Hardware Sets at the end of Part 3. Products are identified by using door hardware designations, as follows:

a. Named Manufacturer's Products: Product designation and manufacturer are listed for each door hardware type required for the purpose of establishing requirements. Manufacturers' names are abbreviated in the Door Hardware Schedule.

2. Products furnished, but not installed, under this Section include the following. Coordinating, purchasing, delivering, and scheduling remain requirements of this Section.

a. Permanent cylinders, cores and keys to be installed by Owner.

B. Substitutions: Requests for substitution and product approval for inclusive mechanical and electromechanical door hardware in compliance with the specifications must be submitted in writing and in accordance with the procedures and time frames outlined in Division 01, Substitution Procedures. Approval of requests is at the discretion of the architect, owner, and their designated consultants.

2.2 HANGING DEVICES

A. Hinges: ANSI/BHMA A156.1 certified butt hinges with number of hinge knuckles as specified in the Door Hardware Sets.

1. Quantity: Provide the following hinge quantity, unless otherwise indicated:

a. Two Hinges: For doors with heights up to 60 inches.

b. Three Hinges: For doors with heights 61 to 90 inches.

c. Four Hinges: For doors with heights 91 to 120 inches.

d. For doors with heights more than 120 inches, provide 4 hinges, plus 1 hinge for every 30 inches of door height greater than 120 inches.

2. Hinge Size: Provide the following, unless otherwise indicated, with hinge widths sized for door thickness and clearances required.

a. Widths up to 3’0”: 4-1/2” standard or heavy weight as specified.

b. Sizes from 3’1” to 4’0”: 5” standard or heavy weight as specified.

3. Hinge Weight and Base Material: Unless otherwise indicated, provide the following:

a. Exterior Doors: Heavy weight, non-ferrous, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate standard weight.

b. Interior Doors: Standard weight, steel, ball bearing or oil impregnated bearing hinges unless Hardware Sets indicate heavy weight.

4. Hinge Options: Comply with the following where indicated in the Hardware Sets or on Drawings:

a. Non-removable Pins: Provide set screw in hinge barrel that, when tightened into a groove in hinge pin, prevents removal of pin while door is closed; for the following applications:

(1) Out-swinging exterior doors.

(2) Out-swinging access-controlled doors.

(3) Out-swinging lockable doors.

B. Continuous Geared Hinges: ANSI/BHMA A156.26 certified continuous geared hinge with minimum 0.120-inch thick extruded 6060 T6 aluminum alloy hinge leaves and a minimum overall width of 4 inches. Hinges are non-handed, reversible and fabricated to template screw locations. Provide concealed flush mount (with or without inset), full surface, or half surface, in standard and heavy-duty models, as specified in the Hardware Sets. Concealed continuous hinges to be U.L. listed for use on up to and including 90-minute rated door installations and U.L. listed for windstorm components where applicable. Factory cut hinges for door size and provide with removable service power transfer panel where indicated at electrified openings.

C. Floor Closers: ANSI/BHMA A156.4 certified floor closers provided either center hung or 3/4" offset hung type complete with top and intermediate pivots (offset closers only) in quantity according to manufacturer's recommendation. Floor closers available with options for labeled, lead lined and regular doors. Provide independent and adjustable valves for closing speed, latch speed, and backcheck with built-in dead stop and hold open features as specified. Provide finish cover plates or thresholds as indicated in door Hardware Sets.

D. Pivots: ANSI/BHMA A156.4, Grade 1, certified pivots provided either center hung or 3/4" offset type complete with top, bottom, and intermediate pivots (offset pivots only) in quantity according to manufacturer's recommendations. Space intermediate pivots equally not less than 25 inches on center apart or not more than 35 inches on center for doors over 121 inches high. Pivot hinges to have oil impregnated bronze bearing in the top pivot and a radial roller and thrust bearing in the bottom pivot with the bottom pivot designed to carry the full weight of the door. Pivots to be UL listed for windstorm where applicable.

E. Sliding Door Hardware: Sliding door hardware is to be of type and design as specified and should comply with ANSI/BHMA A156.14. Provide complete sets consisting of track, hangers, stops, bumpers, floor channel, guides, and accessories indicated.

2.3 POWER TRANSFER DEVICES

A. Electrified Quick Connect Transfer Hinges: Provide electrified transfer hinges with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

B. Concealed Quick Connect Electric Power Transfers: Provide concealed wiring pathway housing mortised into the door and frame for low voltage electrified door hardware. Furnish with Molex™ standardized plug connectors and sufficient number of concealed wires (up to 12) to accommodate the electrified functions specified in the Door Hardware Sets. Connectors plug directly to through-door wiring harnesses for connection to electric locking devices and power supplies. Wire nut connections are not acceptable.

C. Provide mortar guard enclosure on steel frames installed at masonry openings for each electrical hinge specified.

2.4 DOOR OPERATING TRIM

A. Flush Bolts and Surface Bolts: ANSI/BHMA A156.3 and A156.16, Grade 1, certified automatic, self-latching, and manual flush bolts and surface bolts. Manual flush bolts to be furnished with top rod of sufficient length to allow bolt location approximately six feet from the floor. Furnish dust proof strikes for bottom bolts. Surface bolts to be minimum 8” in length and U.L. listed for labeled fire doors and U.L. listed for windstorm components where applicable. Provide related accessories (mounting brackets, strikes, coordinators, etc.) as required for appropriate installation and operation.

B. Coordinators: ANSI/BHMA A156.3 certified door coordinators consisting of active-leaf, hold-open lever and inactive-leaf release trigger. Coordinators fabricated from steel with nylon-coated strike plates and built-in adjustable safety release.

C. Door Push Plates and Pulls: ANS/BHMA A156.6 certified door pushes and pulls of type and design specified below or in the Hardware Sets. Coordinate and provide proper width and height as required where conflicting hardware dictates.

1. Push/Pull Plates: Minimum .050-inch-thick, size as indicated in hardware sets, with square corners and beveled edges, secured with exposed screws unless otherwise indicated.

2. Door Pull and Push Bar Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door unless otherwise indicated.

3. Offset Pull Design: Size, shape, and material as indicated in the hardware sets. Minimum clearance of 2 1/2-inches from face of door and offset of 90 degrees unless otherwise indicated.

4. Fasteners: Provide manufacturer's designated fastener type as indicated in Hardware Sets.

2.5 CYLINDERS AND KEYING

A. Cylinders: Original manufacturer cylinders complying with the following:

1. Mortise Type: Threaded cylinders with rings and straight- or clover-type cam.

2. Rim Type: Cylinders with back plate, flat-type vertical or horizontal tailpiece, and raised trim ring.

3. Bored-Lock Type: Cylinders with tailpieces to suit locks.

4. Mortise and rim cylinder collars to be solid and recessed to allow the cylinder face to be flush and be free spinning with matching finishes.

5. Keyway: Manufacturer’s Standard. Match Facility Standard. Match Facility Restricted Keyway.

B. Permanent Cores: Manufacturer's standard; finish face to match lockset; complying with the following:

1. Interchangeable Cores: Core insert, removable by use of a special key; usable with other manufacturers' cylinders.

C. Keying System: Each type of lock and cylinders to be factory keyed. Conduct specified "Keying Conference" to define and document keying system instructions and requirements. Furnish factory cut, nickel-silver large bow permanently inscribed with a visual key control number as directed by Owner. Incorporate decisions made in keying conference, and as follows:

1. Master Key System: Cylinders are operated by a change key and a master key.

2. Grand Master Key System: Cylinders are operated by a change key, a master key, and a grand master key.

3. Great-Grand Master Key System: Cylinders are operated by a change key, a master key, a grand master key, and a great-grand master key.
4. Existing System: Master key or grand master key locks to Owner's existing system.
5. Keyed Alike: Key all cylinders to same change key.

D. Key Quantity: Provide the following minimum number of keys:

1. Top Master Key: One (1).
2. Change Keys per Cylinder: Two (2).
3. Master Keys (per Master Key Group): Two (2).
4. Grand Master Keys (per Grand Master Key Group): Two (2).
5. Construction Keys (where required): Ten (10).
6. Construction Control Keys (where required): Two (2).
7. Permanent Control Keys (where required): Two (2).

E. Construction Keying: Provide construction master keyed cylinders or temporary keyed construction cores where specified. Provide construction master keys in quantity as required by project Contractor. Replace construction cores with permanent cores. Furnish permanent cores for installation as directed under specified "Keying Conference”.

2.6 MECHANICAL LOCKS AND LATCHING DEVICES

A. Mortise Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.13, Series 1000, Operational Grade 1 certified mortise locksets furnished in the functions as specified in the Hardware Sets. Locksets to be manufactured with a corrosion resistant, stamped 12-gauge minimum formed steel case and be field-reversible for handing without disassembly of the lock body. Lockset trim (including knobs, levers, escutcheons, roses) to be the product of a single manufacturer. Furnish with standard 2 3/4" backset, 3/4" throw anti-friction stainless steel latchbolt, and a full 1" throw stainless steel bolt for deadbolt functions.

1. Mortise locks to be certified Security Grade 1 and include vandal resistant heavy gauge escutcheon or sectional type trim.

B. Cylindrical Locksets, Grade 1 (Heavy Duty): ANSI/BHMA A156.2, Series 4000, Grade 1 certified cylindrical (bored) locksets furnished in the functions as specified in the Hardware Sets. Lock chassis fabricated of heavy gauge steel, zinc dichromate plated, with through-bolted application. Furnish with solid cast levers, standard 2 3/4” backset, and 1/2" (3/4" at rated paired openings) throw brass or stainless steel latchbolt. Locks are to be non-handed and fully field reversible.

2.7 ELECTROMECHANICAL LOCKING DEVICES

A. Electromechanical Mortise Locksets, Grade 1 (Heavy Duty): Subject to same compliance standards and requirements as mechanical mortise locksets, electrified locksets to be of type and design as specified below.

1. Electrified Lock Options: Where indicated in the Hardware Sets, provide electrified options including outside door lock/unlock trim control, latchbolt and lock/unlock status monitoring, and request-to-exit signaling. Unless otherwise indicated, provide electrified locksets standard as fail secure.

2.8 AUXILARY LOCKS

A. Cylindrical Deadlocks: ANSI/BHMA A156.5, Grade 1, cylindrical type deadlocks to fit standard ANSI 161 preparation and 1 3/8" to 1 3/4" thickness doors. Provide tapered collars to resist vandalism and 1" throw solid steel bolt with hardened steel roller pins. Deadlocks to be products of the same source manufacturer and keyway as other locksets.

2.9 LOCK AND LATCH STRIKES

A. Strikes: Provide manufacturer's standard strike with strike box for each latch or lock bolt, with curved lip extended to protect frame, finished to match door hardware set, unless otherwise indicated, and as follows.

1. Flat-Lip Strikes: For locks with three-piece antifriction latchbolts, as recommended by manufacturer.

2. Extra-Long-Lip Strikes: For locks used on frames with applied wood casing trim.

3. Aluminum-Frame Strike Box: Provide manufacturer's special strike box fabricated for aluminum framing.

B. Standards: Comply with the following:

1. Strikes for Mortise Locks and Latches: BHMA A156.13.

2. Strikes for Bored Locks and Latches: BHMA A156.2.

3. Strikes for Auxiliary Deadlocks: BHMA A156.5.

4. Dustproof Strikes: BHMA A156.16.

2.10 CONVENTIONAL EXIT DEVICES

A. General Requirements: All exit devices specified herein shall meet or exceed the following criteria:

1. At doors not requiring a fire rating, provide devices complying with NFPA 101 and listed and labeled for "Panic Hardware" according to UL305. Provide proper fasteners as required by manufacturer including sex nuts and bolts at openings specified in the Hardware Sets.

2. Where exit devices are required on fire rated doors, provide devices complying with NFPA 80 and with UL labeling indicating "Fire Exit Hardware". Provide devices with the proper fasteners for installation as tested and listed by UL. Consult manufacturer’s catalog and template book for specific requirements.

a. Fire Exit Removable Mullions: Provide keyed removable mullions for use with fire exit devices complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire and panic protection, based on testing according to UL 305 and NFPA 252. Mullions to be used only with exit devices for which they have been tested.

3. Except on fire rated doors, provide exit devices with hex key dogging device to hold the pushbar and latch in a retracted position. Provide optional keyed cylinder dogging on devices where specified in Hardware Sets.

4. Flush End Caps: Provide heavy weight impact resistant flush end caps made of architectural metal in the same finish as the devices as in the Hardware Sets. Plastic end caps will not be acceptable.

5. Lever Operating Trim: Where exit devices require lever trim, furnish manufacturer's heavy-duty trim with cold forged escutcheons, beveled edges, and four threaded studs for thru-bolts.

a. Lock Trim Design: As indicated in Hardware Sets, provide finishes and designs to match that of the specified locksets. Provided free-wheeling type trim where indicated.

b. Where function of exit device requires a cylinder, provide an interchangeable core type keyed cylinder (Rim or Mortise) as specified in Hardware Sets.

6. Vertical Rod Exit Devices: Provide and install interior surface and concealed vertical rod exit devices as Less Bottom Rod (LBR) unless otherwise indicated.
7. Narrow Stile Applications: At doors constructed with narrow stiles, or as specified in Hardware Sets, provide devices designed for maximum 2” wide stiles.
8. Dummy Push Bar: Nonfunctioning push bar matching functional push bar.
9. Rail Sizing: Provide exit device rails factory sized for proper door width application.
10. Through Bolt Installation: For exit devices and trim as indicated in Door Hardware.

B. Conventional Push Rail Exit Devices (Heavy Duty): ANSI/BHMA A156.3, Grade 1 certified panic and fire exit hardware devices furnished in the functions specified in the Hardware Sets.

C. Tube Steel Removable Mullions: ANSI/BHMA A156.3 removable steel mullions with malleable-iron top and bottom retainers and a primed paint finish. Provide keyed removable feature, stabilizers, and mounting brackets as specified in the Hardware Sets. At openings designed for severe wind load conditions due to hurricanes or tornadoes, provide manufacturers approved mullion and accessories to meet applicable state and local windstorm codes.

2.11 ELECTROMECHANICAL CONVENTIONAL EXIT DEVICES

A. Electrified Conventional Push Rail Devices (Heavy Duty): Subject to same compliance standards and requirements as mechanical exit devices, electrified devices to be of type and design as specified herein.

B. Electrified Options: As indicated in hardware sets, provide electrified exit device options including: electric latch retraction (must be motorized type that fully retracts the touchpad/push bar), electric dogging, outside door trim control, exit alarm, delayed egress, latchbolt monitoring, lock/unlock status monitoring, touchbar monitoring and request-to-exit signaling. Unless otherwise indicated, provide electrified exit devices standard as fail secure.

2.12 DOOR CLOSERS

A. All door closers specified herein shall meet or exceed the following criteria:

1. General: Door closers to be from one manufacturer, matching in design and style, with the same type door preparations and templates regardless of application or spring size. Closers to be non-handed with full sized covers including installation and adjusting information on inside of cover.
2. Standards: Closers to comply with UL-10C and UBC 7-2 for Positive Pressure Fire Test and be U.L. listed for use of fire rated doors.
3. Cycle Testing: Provide closers which have surpassed 10 million cycles in a test witnessed and verified by UL.
4. Size of Units: Comply with manufacturer's written recommendations for sizing of door closers depending on size of door, exposure to weather, and anticipated frequency of use. Where closers are indicated for doors required to be accessible to the physically handicapped, provide units complying with ANSI ICC/A117.1.
5. Closer Arms: Provide heavy duty, forged steel closer arms unless otherwise indicated in Hardware Sets.
    a. Where closers are indicated to have mechanical dead-stop, provide heavy duty arms and brackets with an integral positive stop.

b. Where closers are indicated to have mechanical hold open, provide heavy duty units with an additional built-in mechanical holder assembly designed to hold open against normal wind and traffic conditions. Holder to be manually selectable to on-off position.

c. Where closers are indicated to have a cushion-type stop, provide heavy duty arms and brackets with spring stop mechanism to cushion door when opened to maximum degree.

d. Closers shall not be installed on exterior or corridor side of doors; where possible install closers on door for optimum aesthetics. Provide drop plates or other accessories as required for proper mounting.

6. Closer Accessories: Provide door closer accessories including custom templates, special mounting brackets, spacers and drop plates, and through-bolt or security type fasteners as specified in the door Hardware Sets.

B. Door Closers, Surface Mounted (Commercial Duty): ANSI/BHMA 156.4, Grade 1 certified surface mounted, institutional grade door closers with complete spring power adjustment, sizes 1 thru 6; and fully operational adjustable according to door size, frequency of use, and opening force. Closers to be rack and pinion type, one-piece cast iron or aluminum alloy body construction, with adjustable backcheck, closing sweep, and latch speed control valves. Provide non-handed units standard.

2.13 AUTOMATIC DOOR OPERATORS

A. General: Provide operators of size recommended by manufacturer for door size, weight, and movement; for condition of exposure; and for compliance with UL 325. Coordinate operator mechanisms with door operation, hinges, and activation devices.

1. Fire-Rated Doors: Provide door operators for fire-rated door assemblies that comply with NFPA 80 for fire-rated door components and are listed and labeled by a qualified testing agency.

B. Electromechanical Door Operators: Self-contained units powered by permanent magnet DC motor, with closing speed controlled mechanically by gear train, connections for power, activation and safety device wiring, and manual operation including spring closing when power is off.

C. Brackets and Reinforcements: Manufacturer's standard, fabricated from aluminum with nonferrous shims for aligning system components.

D. Standard: Certified ANSI/BHMA A156.19.

1. Performance Requirements

a. Opening Force if Power Fails: Not more than 15 lbf required to release a latch if provided, not more than 30 lbf required to manually set door in motion, and not more than 15 lbf required to fully open door.

b. Entrapment Protection: Not more than 15 lbf required to prevent stopped door from closing or opening.

E. Configuration: Surface mounted. Door operators to control single swinging and pair of swinging doors.

F. Operation: Power opening and spring closing operation capable of meeting ANSI A117.1 accessibility guideline. Provide time delay for door to remain open before initiating closing cycle as required by ANSI/BHMA A156.19. When not in automatic mode, door operator to function as manual door closer with fully adjustable opening and closing forces, with or without electrical power.

1. On-off switch to control power to be key switch operated.

G. Features: Operator units to have full feature adjustments for door opening and closing force and speed, backcheck, motor assist acceleration from 0 to 30 seconds, time delay, vestibule interface delay, obstruction recycle, and hold open time from 0 up to 30 seconds.

H. Provide outputs and relays on board the operator to allow for coordination of exit device latch retraction, electric strikes, magnetic locks, card readers, safety and motion sensors and specified auxiliary contacts.

I. Activation Devices: Provide activation devices in accordance with ANSI/BHMA A156.19 standard, for condition of exposure indicated and for long term, maintenance free operation under normal traffic load operation. Coordinate activation control with electrified hardware and access control interfaces. Activation switches are standard SPST, with optional DPDT availability.

J. Signage: As required by cited ANSI/BHMA A156.19 standard for the type of operator.

2.14 SURFACE MOUNTED CLOSER HOLDERS

A. Electromagnetic Door Holders: Certified ANSI A156.15 electromagnetic door holder/releases with a minimum 20 to 40 pounds holding power and single coil construction able to accommodate 12VDC, 24VAC, 24VDC and 120VAC. Coils to be independently wound, employing an integral fuse and armatures to include a positive release button.

2.15 ARCHITECTURAL TRIM

A. Door Protective Trim

1. General: Door protective trim units to be of type and design as specified below or in the Hardware Sets.

2. Size: Fabricate protection plates (kick, armor, or mop) not more than 2" less than door width (LDW) on stop side of single doors and 1” LDW on stop side of pairs of doors, and not more than 1" less than door width on pull side. Coordinate and provide proper width and height as required where conflicting hardware dictates. Height to be as specified in the Hardware Sets.

a. Metal Protection Plates: ANSI/BHMA A156.6 certified metal protection plates (kick, armor, or mop), beveled on four edges (B4E), fabricated from the following.

b. Stainless Steel: 050-inch thick, with countersunk screw holes (CSK).

c. Brass or Bronze: 050-inch thick, with countersunk screw holes (CSK).

d. Laminate Plastic or Acrylic: 1/8-inch thick, with countersunk screw holes (CSK).

3. Fasteners: Provide manufacturer's designated fastener type as specified in the Hardware Sets.

4. Metal Door Edging: Door protection edging fabricated from a minimum .050-inch thick metal sheet, formed into an angle or "U" cap shapes, surface or mortised mounted onto edge of door. Provide appropriate leg overlap to account for protection plates as required. Height to be as specified in the Hardware Sets.

2.16 DOOR STOPS AND HOLDERS

A. General: Door stops and holders to be of type and design as specified below or in the Hardware Sets.

B. Door Stops and Bumpers: ANSI/BHMA A156.16, Grade 1 certified door stops and wall bumpers. Provide wall bumpers, either convex or concave types with anchorage as indicated, unless floor or other types of door stops are specified in Hardware Sets. Do not mount floor stops where they will impede traffic. Where floor or wall bumpers are not appropriate, provide overhead type stops and holders.

C. Overhead Door Stops and Holders: ANSI/BHMA A156.6, Grade 1 certified overhead stops and holders to be surface or concealed types as indicated in Hardware Sets. Track, slide, arm and jamb bracket to be constructed of extruded bronze and shock absorber spring of heavy tempered steel. Provide non-handed design with mounting brackets as required for proper operation and function.

2.17 ARCHITECTURAL SEALS

A. General: Thresholds, weatherstripping, and gasket seals to be of type and design as specified below or in the Hardware Sets. Provide continuous weatherstrip gasketing on exterior doors and provide smoke, light, or sound gasketing on interior doors where indicated. At exterior applications provide non-corrosive fasteners and elsewhere where indicated.

B. Smoke Labeled Gasketing: Assemblies complying with NFPA 105 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for smoke control ratings indicated, based on testing according to UL 1784

C. Fire Labeled Gasketing: Assemblies complying with NFPA 80 that are listed and labeled by a testing and inspecting agency acceptable to authorities having jurisdiction, for fire ratings indicated, based on testing according to UL-10C.

1. Provide intumescent seals as indicated to meet UL10C Standard for Positive Pressure Fire Tests of Door Assemblies, and UBC 7-2, Fire Tests of Door Assemblies.

D. Sound-Rated Gasketing: Assemblies that are listed and labeled by a testing and inspecting agency, for sound ratings indicated, based on testing according to ASTM E 1408.

E. Replaceable Seal Strips: Provide only those units where resilient or flexible seal strips are easily replaceable and readily available from stocks maintained by manufacturer.

2.18 FABRICATION

A. Fasteners: Provide door hardware manufactured to comply with published templates generally prepared for machine, wood, and sheet metal screws. Provide screws according to manufacturers recognized installation standards for application intended.

2.19 FINISHES

A. Standard designations used in the Hardware Sets and elsewhere indicate hardware finishes complying with ANSI/BHMA A156.18, including coordination with traditional U.S. finishes indicated by certain manufacturers for their products.

B. Provide quality of finish, including thickness of plating or coating (if any), composition, hardness, and other qualities complying with manufacturer's standards, but in no case less than specified by referenced standards for the applicable units of hardware.

C. Protect mechanical finishes on exposed surfaces from damage by applying a strippable, temporary protective covering before shipping.

2.20 ACCEPTABLE MANUFACTURERS AND PRODUCTS

Astragal	Manufacturer/Product:	Pemko 355_PK
	Finish:	Dark Bronze Anodized Aluminum
Closer, Surface	Manufacturer/Product:	LCN 4000 Series
	Options:	Adj. Delayed Action Closing
	Cover:	Architectural metal
	Finish:	Dark Bronze
Closer, Surface, HO	Manufacturer/Product:	LCN 4000 Series
	Options:	Adj. Delayed Action Closing; Hold Open
	Cover:	Architectural metal
	Finish:	Dark Bronze

Cylinder	Manufacturer/Product:	by Lockset Manufacturer
	Options:	Interchangeable core
Cylinder, Dogging	Manufacturer/Product:	Mortise, by Lockset Manufacturer
	Options:	Interchangeable core
Door Bolt (Deadlock)	Manufacturer/Series:	Schlage, B-series
	Grade:	1
	Finish:	BHMA 613
Door Shoe	Manufacturer/Product:	Pemko 210_PK
	Finish:	Dark Bronze Anodized Aluminum
Electrical Power Transfer	Manufacturer/Product:	Von Duprin EPT
Exit Device, Interior	Manufacturer/Series:	Von Duprin 98-series
	Type:	Rim
	Dogging:	Cylinder
	Trim/Function:	996L
	Lever Style:	Rhodes
	Finish:	BHMA 643e
Exit Device, Interior Entry	Manufacturer/Series:	Von Duprin 98-series
	Type:	Rim
	Dogging:	Cylinder
	Trim/Function:	990NL
	Finish:	BHMA 643e
Exit Device, Exterior Entry	Manufacturer/Series:	Von Duprin 98-series
	Type:	Mortise
	Dogging:	Cylinder
	Trim/Function:	990NL
	Finish:	BHMA 643e
Exit Device, Exterior Secondary	Manufacturer/Series:	Von Duprin 98-series
	Type:	Mortise
	Trim/Function:	996L
	Lever Style:	Rhodes
	Finish:	BHMA 643e
Flush Bolt, Metal Door	Manufacturer/Product:	Ives Manual Flush Bolt FB457, pair (top and bottom) with dust-proof strike
	Finish:	US10B
Flush Bolt, Wood Door	Manufacturer/Product:	Ives Manual Flush Bolt FB358 top bolt
	Finish:	US10B
Hinges, Exterior Doors	Manufacturer/Product:	Ives Five Knuckle BB Full Mortise NRP
	Material:	Brass
	Grade:	1
	Height:	4.5
	Finish:	US10B
Hinges, Interior Doors	Manufacturer/Product:	Ives Five Knuckle BB Full Mortise
	Material:	Steel
	Grade:	2
	Height:	4.5
	Finish:	US10B
Kickplate	Manufacturer/Product:	Ives 8400-series 10” high
	Finish:	US10B
Lever/ Dummy Trim	Manufacturer/Product:	Schlage ND170
	Lever Style:	Rhodes
	Finish:	BHMA 613
Low Energy Door Operator	Manufacturer/Product:	refer to Specification Section 08 71 13

Locksets, Cylindrical	Manufacturer/Series:	Schlage ND-series
	Grade:	1
	Lever Style:	Rhodes
	Finish:	BHMA 613
	Function:	per Hardware Group
Locksets, Mortise	Manufacturer/Series:	Schlage L-series
	Grade:	1
	Lever Style:	06
	Escutcheon:	Full Face
	Thumbturn:	ADA turn only where scheduled
	Options:	Wired Electrified Lockset where scheduled
Mop Plate	Manufacturer/Product:	Ives 8400-series 6” high
	Finish:	US10B
Pull	Manufacturer/Product:	Ives 8305, 4”x 16” w/ 10” pull
	Finish:	US10B
Push Plate	Manufacturer/Product:	Ives 8200, 4”x 16”
	Finish:	US10B
Smokestripping	Manufacturer/Product:	Pemko S88
	Finish:	Dark Brown
Stop/ Holder, Overhead, Exterior	Manufacturer/Product:	Glynn-Johnson 90 Series
	Finish:	US10B
Stop/ Holder, Overhead, Interior	Manufacturer/Product:	Glynn-Johnson 410 Series
	Finish:	US10B
Stop, Floor	Manufacturer/Product:	Ives FS444
	Finish:	US10B
Stop, Wall	Manufacturer/Product:	Ives WS401
	Finish:	US10B
Threshold	Manufacturer/Product:	Pemko 272
	Finish:	Dark Bronze Anodized
Threshold, Thermally Broken	Manufacturer/Product:	Pemko 253x4_FG
	Finish:	Dark Bronze Anodized
Weatherstripping	Manufacturer/Product:	Pemko 29310_PK
	Finish:	Dark Bronze Anodized

EXECUTION

3.1 EXAMINATION

A. Examine scheduled openings, with Installer present, for compliance with requirements for installation tolerances, labeled fire door assembly construction, wall and floor construction, and other conditions affecting performance.

B. Notify architect of any discrepancies or conflicts between the door schedule, door types, drawings and scheduled hardware. Proceed only after such discrepancies or conflicts have been resolved in writing.

3.2 PREPARATION

A. Hollow Metal Doors and Frames: Comply with ANSI/DHI A115.series.

B. Wood Doors: Comply with ANSI/DHI A115-W series.

3.3 INSTALLATION

A. Install each item of mechanical and electromechanical hardware and access control equipment to comply with manufacturer's written instructions and according to specifications.

1. Installers are to be trained and certified by the manufacturer on the proper installation and adjustment of fire, life safety, and security products including hanging devices; locking devices; closing devices; and seals.

B. Mounting Heights: Mount door hardware units at heights indicated in following applicable publications, unless specifically indicated or required to comply with governing regulations:

1. Standard Steel Doors and Frames: DHI's "Recommended Locations for Architectural Hardware for Standard Steel Doors and Frames”.

2. Wood Doors: DHI WDHS.3, "Recommended Locations for Architectural Hardware for Wood Flush Doors”.

3. Where indicated to comply with accessibility requirements, comply with ANSI A117.1 "Accessibility Guidelines for Buildings and Facilities”.

4. Provide blocking in drywall partitions where wall stops or other wall mounted hardware is located.

C. Power Operator products and accessories are required to be installed through current members of the manufacturer's "Power Operator Preferred Installer" program.

D. Retrofitting: Install door hardware to comply with manufacturer's published templates and written instructions. Where cutting and fitting are required to install door hardware onto or into surfaces that are later to be painted or finished in another way, coordinate removal, storage, and reinstallation of surface protective trim units with finishing work specified in Division 9 Sections. Do not install surface-mounted items until finishes have been completed on substrates involved.

E. Thresholds: Set thresholds for exterior and acoustical doors in full bed of sealant complying with requirements specified in Division 7 Section "Joint Sealants”.

F. Storage: Provide a secure lock up for hardware delivered to the project but not yet installed. Control the handling and installation of hardware items so that the completion of the work will not be delayed by hardware losses before and after installation.

3.4 FIELD QUALITY CONTROL

A. Field Inspection: Supplier will perform a final inspection of installed door hardware and state in report whether work complies with or deviates from requirements, including whether door hardware is properly installed, operating and adjusted.

3.5 ADJUSTING

A. Initial Adjustment: Adjust and check each operating item of door hardware and each door to ensure proper operation or function of every unit. Replace units that cannot be adjusted to operate as intended. Adjust door control devices to compensate for final operation of heating and ventilating equipment and to comply with referenced accessibility requirements.

3.6 CLEANIGN AND PROTECTION

A. Protect all hardware stored on construction site in a covered and dry place. Protect exposed hardware installed on doors during the construction phase. Install any and all hardware at the latest possible time frame.

B. Clean adjacent surfaces soiled by door hardware installation.

C. Clean operating items as necessary to restore proper finish. and provide final protection and maintain conditions that ensure door hardware is without damage or deterioration at time of owner occupancy.

3.7 DEMONSTRATION

A. Instruct Owner's maintenance personnel to adjust, operate, and maintain mechanical and electromechanical door hardware.

3.8 DOOR HARDWARE SCHEDULE

A. The hardware sets represent the design intent and direction of the owner and architect. They are a guideline only and should not be considered a detailed hardware schedule. Discrepancies, conflicting hardware and missing items should be brought to the attention of the architect with corrections made prior to the bidding process. Omitted items not included in a hardware set should be scheduled with the appropriate additional hardware required for proper application and functionality.

B. Hardware Groups

Group:	001
Doors:	100.1
Scheduled Hardware:	
Cylinder	
Dogging Cylinder	
Door Shoe	
Exit Device	Exterior Entry
Hinges	Exterior Doors
Kickplate	
Low Energy Door Operator	
Threshold	Thermally Broken
Weatherstripping	

Group:	002a
Doors:	101.3
Scheduled Hardware:	
Closer	Surface, HO
Cylinder	
Door Shoe	
Exit Device	Exterior Secondary
Hinges	Exterior Doors
Kickplate	
Stop	Floor
Threshold	Thermally Broken
Weatherstripping	

Group:	002b
Doors:	115.2
Scheduled Hardware:	
Closer	Surface
Cylinder	
Door Shoe	
Exit Device	Exterior Secondary
Hinges	Exterior Doors
Kickplate	
Stop	Floor
Threshold	Thermally Broken
Weatherstripping	

Group:	003
Doors:	107.2
Scheduled Hardware:	
Cylinder	
Door Shoe	
Elect Power Transfer	
Hinges	Exterior Doors
Kickplate	
Lockset, Mortise	Elect. Function: L9493EU
Stop/Holder	Overhead, Exterior
Threshold	Thermally Broken
Weatherstripping	

Group:	004
Doors:	114.1
Scheduled Hardware:	
Astragal	
Cylinder	
Door Shoe	
Flush Bolt	Metal Door
Hinges	Exterior Doors
Kickplate	
Lockset, Mortise	Function: Storeroom
Stop/Holder	Overhead, Exterior
Threshold	
Weatherstripping	

Group:	005
Doors:	117.1
Scheduled Hardware:	
Cylinder	
Door Shoe	
Elect Power Transfer	
Hinges	Exterior Doors
Kickplate	
Lockset, Mortise	Elect. Function: L9493EU
Stop/Holder	Overhead, Exterior

Threshold	Thermally Broken
Weatherstripping	

Group:	006
Doors:	ED1
Scheduled Hardware:	
Closer	Surface, HO
Cylinder	
Dogging Cylinder	
Exit Device	Interior Entry
Hinges	Existing
Kickplate	

Group:	007
Doors:	100.2, 115.1
Scheduled Hardware:	
Closer	Surface
Cylinder	
Exit Device	Interior
Hinges	Existing
Kickplate	
Stop	Wall

Group:	008
Doors:	101.4
Scheduled Hardware:	
Closer	Surface
Cylinder	
Door Bolt	Single Cylinder w/ thumbturn
Hinges	Interior Door
Kickplate	
Pull	
Push	
Stop	Floor

Group:	009
Doors:	102.1
Scheduled Hardware:	
Cylinder	
Flush Bolt	Wood Door
Hinges	Interior Door
Lockset, Cylindrical	Function: Storeroom

Group:	010
Doors:	103.1, 107.1
Scheduled Hardware:	
Cylinder	
Hinges	Interior Door
Lockset, Cylindrical	Function: Classroom Security
Stop/Holder	Overhead, Interior

Group:	011
Doors:	104.1, 105.1
Scheduled Hardware:	
Closer	Surface
Hinges	Interior Door
Kickplate	
Mop plate	
Pull	
Push	
Stop	Wall

Group:	012
Doors:	106.1
Scheduled Hardware:	
Cylinder	
Hinges	Interior Door
Lockset, Cylinder	Function: Storeroom
Mop plate	

Group:	013
Doors:	109.1, 110.1
Scheduled Hardware:	
refer to Specification Section 08 34 00	

Group:	014
Doors:	111.1
Scheduled Hardware:	
Cylinder	
Hinges	Interior Door
Lockset, Cylinder	Function: Classroom
Stop	Wall

Group:	015
Doors:	113.1 (20-minute fire rated)
Scheduled Hardware:	
Closer	Surface
Cylinder	
Hinges	Interior Door
Kickplate	
Lockset, Cylinder	Function: Classroom
Stop	Overhead

Group:	G1
Doors:	G1 (trash enclosure gate)
Scheduled Hardware:	
Cylinder	
Door Bolt	One-way deadbolt
all other hardware by gate fabricator	

Group:	G3
Doors:	G3 (storage enclosure door)
Scheduled Hardware:	
Cylinder	
Door Bolt	Single Cylinder w/ thumbturn
Hinges	Exterior
Lever/ Dummy Trim	

END OF SECTION 08 71 00

PART 1 – GENERAL

1.1 SUMMARY

A. Provide and install low-energy power door operators in compliance with the California Building Code where indicated on the Drawings and as specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1. Product Data: Submit manufacturer's complete product and installation data.
2. Shop Drawings: Submit drawings showing layout, profiles, product components including anchorage, accessories, finish and glazing details (where required).
3. Closeout Submittals: Submit the following:
    a. Owner’s Manual.
    b. Warranty document as specified herein.
    c. AAADM inspection compliance form completed and signed by certified AAADM inspector prior to doors being placed in operation as proof of compliance with ANSI A156.19.

1.4 REFERENCES

A. AMERICAN ARCHITECTURAL MANUFACTURERS ASSOCIATION (AAMA) 101: Appendix Dissimilar Materials.

B. AMERICAN ASSOCIATION OF AUTOMATIC DOOR MANUFACTURERS (AAADM).

C. AMERICAN NATIONAL STANDARDS INSTITUTE (ANSI):

1. ANSI A156.19: For Power Assist and Low Energy Power Operated Doors
2. ANSI.117.1: Accessible and Usable Buildings and Facilities

D. AMERICAN SOCIETY FOR TESTING AND MATERIALS (ASTM) B221: Aluminum-Alloy Extruded Bars, Rods, Shapes and Tubes.

E. AMERICANS WITH DISABILITIES ACT (ADA) 1990

F. CALIFORNIA BUILDING CODE (CBC)

G. BUILDING OFFICIALS AND CODE ADMINISTRATORS INTERNATIONAL (BOCA)

H. INTERNATIONAL CONFERENCE OF BUILDING OFFICIALS / UNIFORM BUILDING CODE (ICBO/UBC)

I. INTERNATIONAL CODE COUNCIL / INTERNATIONAL BUILDING CODE (ICC/IBC)

J. NATIONAL FIRE PROTECTION ASSOCIATION (NFPA) 101:

1. NFPA 101: Code for Safety to Life from Fire in Buildings & Structures.
2. NFPA 70: National Electrical Code (NEC).

K. THE ALUMINUM ASSOCIATION (AA) Aluminum Finishes Manual.

L. UNDERWRITERS LABORATORY, INC. (USA & CANADA) UL 325: Electrical Door, Drapery, Gate, Louver, and Window Operators and Systems.

1.5 QUALITY ASSURANCE

A. Installer's Qualifications: Installer shall be factory trained, certified by AAADM, and experienced to perform work of this section.

B. Manufacturer's Qualifications: Manufacturer to have minimum (5) five years successful experience in the fabrication of automatic doors of the type required for this project. Manufacturer capable of providing field service representation during installation, approving acceptable installer and approving application method.

C. Certifications: Automatic sliding door systems and options shall be factory certified to meet performance design criteria in accordance with the following standards:

1. ADA 1990: Americans With Disabilities Act
2. ANSI A156.19: For Power Assist and Low Energy Power Operated Doors
3. ANSI.117.1: Accessible and Usable Buildings and Facilities
4. NFPA 101: Code for Safety to Life from Fire in Buildings & Structures.
5. UL 325: Electrical Door, Drapery, Gate, Louver, and Window Operators and Systems.
6. BOCA: Means of Egress, Power Operated Doors
7. ICBO/UBC: Egress Through Lobbies
8. ICC/IBC: Egress Section

D. Source Limitations: Obtain automatic door operators through one source from a single manufacturer.

E. Power Operated Door Standard: ANSI/BHMA A156.19.

F. Operation: Automatic and Manual

1. Automatic: Push Plate switch actuates door open; door closes after time delay expires. Opening and closing force, measured 1" (25.4 mm) out from the lock stile of the door, not to exceed 15 pounds (67 N) of force to stop the door when operating in either direction. Operator to include the following variable adjustments so as to comply with ANSI Standard A156.19: Opening speed – 4 1/2 to 6 seconds; Closing speed – 4 1/2 to 6 seconds.

G. Electrical Components, Devices, and Accessories: Listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

H. Operating Range: -30° F to 130° F (-34° C to 54° C)

I. Opening Force Requirements for Egress Doors: In the event power failure to the operator, swinging automatic entrance doors shall open with a manual force, not to exceed 30 lbf (133 N) applied at 1" (25 mm) form the latch edge of the door.

J. Door Energy: The kinetic energy of a door in motion shall not exceed 1.25 lbd-ft (1.69 Nm).

K. Closing Time:

1. Doors shall be field adjusted to close from 90 degrees to 12 degrees in 5 seconds or longer.
2. Doors shall be field adjusted to close from 12 degrees to fully closed in not less than 1.5 seconds.

PART 2 – PRODUCTS

2.1 MANUFACTURER

A. Basis of Design: Horton Automatics, a division of Overhead Door Corporation, shall manufacture automatic swing door(s) of type(s) and size(s) specified on plans and door schedule.

2.2 SYSTEM

A. Basis of Design: EASYACCESS ® Series 7100: Surface Applied Operator with connecting arms and linkage shall provide positive control of door through entire swing; units shall permit use of butt hung and center pivot doors.

1. Mounting: The operator header shall be surface mounted, and the operator housing must span the full width of the opening.
2. Door Arms: Connecting hardware shall be a double arm arrangement that can either push the door or pull the door open to suit the job condition. When the operator mounting is on the pull side and adjacent wall is within 4" (102 mm) of the door frame, specify a parallel arm.
3. Fasteners and Accessories: Manufacturer's standard corrosion-resistant, non-staining, non-bleeding fasteners and accessories compatible with adjacent materials.
4. Header Case: Shall be a side access extruded aluminum case. Standard header size shall be 4" x 6" (102 mm x 152 mm) with optional 6" x 6" (152 mm x 152 mm).
5. All wiring for the door operator and activating devices (actuators) shall be concealed in the walls system or framing. Exposed wire mold or conduit is not acceptable.

B. Operator: The Electric Operating Mechanism shall be Series 7000: Operator shall be mounted and concealed in an extruded aluminum case for smooth and quiet operation. Maximum current draw shall not exceed 3.15 amps.

1. Opening Action: Shall be accomplished by a 1/15 HP D.C. permanent magnet motor working through reduction gears to the output shaft.
2. Field Adjustable Spring Closing Action: shall be accomplished by a field replaceable spring. When the door is in the closing mode or fully closed, motor voltage shall not be required and will be off. The door can be manually operated with power on or off without damage to the operator.
3. Independent Adjustable Closing and Latching Speed Control: The operator shall employ a rheostat module to allow for independent field adjustment of closing and latching speeds using the motor as a dynamic brake.
4. Field Adjustable Open Stop: The operator shall provide a field adjustable open stop to accommodate opening angles from 80 to 135 degrees without the need for additional components.
5. Consistent Cycle: The operator shall deliver an even, consistent open force across the entire transition from door fully closed to door open check. Additionally, the range of the force shall be field adjustable to accommodate a wide range of on-site conditions.
6. Manual Use: The operator shall function as a manual door closer in the direction of swing with or without electrical power. The operator shall deliver an even, consistent open force across the entire transition from door fully closed to door fully open.
7. Controller Protection: The controller shall incorporate the following features to ensure trouble free operation:
    a. Automatic Reset upon power up.

b. Main fuse protection.

c. Electronic surge protection.

d. Internal power supply protection.

e. Resettable sensor supply fuse protection.

8. Push Button Interface: The controller shall have push button switches with to allow for selection or change of the following parameters: carpet or timer logic, single or dual door, activation options, normal back check or large back check, push-to-open assist on/off.

9. Soft Start/Stop: A “soft-start” “soft-stop” motor driving circuit shall be provided for smooth normal opening and recycling.

10. Control Switch: Automatic door operators shall be equipped with a three position function switch to control the operation of the door. Control switch shall provide three modes of operation, Automatic, Off, and Hold-Open.

11. Master Control: Shall incorporate the following features:

a. Adjustable time delay of 2 to 30 seconds (ANSI A156.19 requirement is 5 second minimum time delay).

b. Infinite adjustment to opening and open check speeds including adjusting the opening force without affecting the opening speed.

c. Immediate reversal of door motion without undue strain on the drive train. This will be accomplished by supplying stepped voltage to the motor. The door shall reverse when closing if an object stops the door.

d. Motor Protection Circuit: A locked door motor protection circuit will be supplied that will shut off current to the motor when the door is inadvertently locked or otherwise prevented from opening.

2.3 RELATED EQUIPMENT

A. Activating Device shall be located on each side of the opening as per ANSI Safety Standard A117and shall be hardwired to door operator controls.

1. Vertical bar actuators: Wikk Ingress’r S-I36-3

a. Clear Anodized (628) Aluminum Type 6063 T-5

b. Graphics: International Symbol for Accessibility and “Push To Open”; color: blue

B. Refer to Door Hardware Specification 08 71 00 for Barrier Free Restroom Control Kit for door operator control/activating system at interior restroom. Coordinate door operator options with control kit requirements.

2.4 RELATED WORK REQUIREMENTS

A. Electrical: To be provided under Division 16: 120 or 220 VAC, 60 cycle, 1 phase, 10 amps for doors with operators in pairs, 5 amps for single doors. Non-North American voltages can be 240 VAC (operator must have 240 volt power supply)

2.5 MATERIALS, FINISHES AND FABRICATION

A. Extruded Aluminum: ASTM B221, 6063-T5 alloy and temper, anodized: Structural Header Sections: Minimum 1/8" (3 mm) thickness.

B. Finishes (for all exposed aluminum surfaces) shall be 204-R1 Clear: Arch. Class 2 Clear Anodized Coating, AA-MI2C22A31.

C. Operator Construction: Electromechanical.

PART 3 – EXECUTION

3.1 EXAMINATION

A. Installer must verify that base conditions previously installed under other sections are acceptable for product installation according to with manufacturer's instructions. Notify the Contractor in writing of conditions detrimental to the proper and timely completion of work. Do not start work until all negative conditions are corrected in a manner acceptable to the installer and manufacturer.

3.2 INSTALLATION

A. General: Installer shall be factory trained, certified by AAADM, and experienced to perform work of this section. Install door units plumb, level and true to line, without warp or rack of frames or sash with manufacturer's prescribed tolerances. Provide support and anchor in place.

B. Dissimilar Materials: Comply with AAMA 101, Appendix Dissimilar Materials by separating aluminum materials and other corrodible surfaces from sources of corrosion or electrolytic action contact points.

C. Weather-tight Construction: Install header and framing members in a bed of sealant or with joint filler or gaskets. Coordinate installation with wall flashings and other components of construction.

D. Electrical: General or electrical contractor to install all wiring to operator on a separate circuit breaker routed into header.

3.3 OPERATION

A. All door operators installed at openings with card access (access control) shall be interfaced with the access system so that when door is unlocked (i.e. card reader is ‘green’), outside actuator opens the automated leaf. When door is locked (i.e. card reader is ‘red’), outside actuator is deactivated. Inside actuator must always temporarily unlock and open the door.

3.4 CLEANING, ADJUSTMENT AND PROTECTION

A. Cleaning: After installation, installer to take following steps:

1. Remove temporary coverings and protection of adjacent work areas.
2. Remove construction debris from construction site and legally dispose of debris.
3. Repair or replace damaged installed products.
4. Clean product surfaces and lubricate operating equipment for optimum condition and safety.

B. Adjustment: AAADM certified technician shall inspect and adjust installation to assure compliance with ANSI A156.19.

C. Advise Contractor of precautions required through the remainder of the construction period, to ensure that doors will be without damage or deterioration (other than normal weathering) at the time of acceptance.

D. Field Quality Control: Testing Services: Factory Trained Installer shall test and inspect each swinging automatic entrance door to determine compliance of installed systems with applicable ANSI standards.

END OF SECTION 08 71 13

GENERAL

1.1 SUMMARY

A. Provide and install insulating glass units (IGU) and monolithic float glass as indicated on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

B. Product Data: For each glass product and glazing material indicated.

C. Verification Samples: For the following products, in the form of 12 inch (305 mm) square samples for insulating glass units.

D. Glazing Schedule: Use same designations indicated on Drawings for glazed openings in preparing a schedule listing glass types and thicknesses for each size opening and location.

E. Product Certificates: Signed by manufacturers of glass and glazing products certifying that products furnished comply with requirements.

1. For solar-control low-e-coated glass, provide documentation demonstrating that manufacturer of coated glass is certified by coating manufacturer.

F. Qualification Data: For installers.

G. Product Test Reports: For each of the following types of glazing products.

1. Tinted float glass.

2. Coated float glass.

3. Insulating glass.

H. Warranties: Special warranties specified in this Section.

1.4 REFERENCES

A. ANSI Z97.1 - American National Standard for Glazing Materials Used in Buildings - Safety Performance Specifications and Methods of Test.

B. ASCE 7 - "Minimum Design Loads for Buildings and Other Structures".

C. ASTM International (ASTM):

1. ASTM C 162 - Standard Terminology of Glass and Glass Products.

2. ASTM C 1036 - Standard Specification for Flat Glass.

3. ASTM C 1048 - Standard Specification for Heat-Treated Flat Glass -- Kind HS, Kind FT Coated and Uncoated Glass.

4. ASTM C 1172 - Standard Specification for Laminated Architectural Flat Glass.

5. ASTM C 1376 - Standard Specification for Pyrolitic and Vacuum Deposition Coatings on Flat Glass.

6. ASTM E 2188 - Standard Test Method for Insulating Glass Unit Performance.
7. ASTM E 2189 - Standard Test Method for Testing Resistance to Fogging in Insulating Glass Units.
8. ASTM E 2190 - Standard Specification for Insulating Glass Unit Performance and Evaluation.

1.5 PERFORMANCE REQUIREMENTS

A. General: Provide glass capable of withstanding thermal movement and wind and impact loads (where applicable) as specified in paragraph B following.

B. Glass Design: Glass thickness designations indicated are minimums and are for detailing only. Confirm glass thicknesses by analyzing Project loads and in-service conditions. Provide glass lites in the thickness designations indicated for various size openings, but not less than thicknesses and in strengths (annealed or heat treated) required to meet or exceed the following criteria:

1. Glass Thicknesses: Select minimum glass thicknesses to comply with ASTM E 1300, according to the following requirements:

a. Design Wind Loads: Determine design wind loads applicable to the Project according to ASCE 7, "Minimum Design Loads for Buildings and Other Structures": Section 6.5, "Method 2-Analytical Procedure," based on mean roof heights above grade indicated on Drawings.

(1) Refer to Structural Drawings

C. Thermal Movements: Provide glazing that allows for thermal movements resulting from ambient and surface temperatures changes acting on glass framing members and glazing components.

D. Thermal and Optical Performance Properties: Provide glass with performance properties specified based on manufacturer's published test data, as determined according to procedures indicated below:

1. For monolithic-glass lites, properties are based on units with lites 1/4 inch (6.0 mm) thick.
2. For insulating-glass units, properties are based on units of thickness indicated for overall unit and for each lite.
3. Center-of-Glass Values: Based on using LBL-44789 WINDOW 5.0 computer program for the following methodologies:

a. U-Factors: NFRC 100 expressed as Btu/ sq. ft. per h per degree F.

b. Solar Heat Gain Coefficient: NFRC 200.

c. Solar Optical Properties: NFRC 300.

1.6 QUALITY ASSURANCE

A. Sustainable Design Certification: Glass shall be Cradle to Cradle Certified, minimum Level, Cradle to Cradle Innovation Institute.

B. Fabricator Qualifications: as acceptable to the manufacturer.

C. Installer Qualifications: An experienced installer who has completed glazing similar in material, design, and extent to that indicated for this Project; whose work has resulted in glass installations with a record of successful in-service performance; and who employs

glass installers for this Project who are certified under the National Glass Association Glazier Certification Program as Level-2 (Senior Glaziers) or Level-3 (Master Glaziers).

D. Source Limitations for Glass: Obtain the following through one source from a single manufacturer for each glass type: Clear float glass, coated float glass and insulating glass.

E. Glass Product Testing: Obtain glass test results for product test reports in "Submittals" Article from a qualified independent testing agency accredited according to the NFRC CAP 1 Certification Agency Program.

F. Glazing Publications: Comply with published recommendations of glass product manufacturers and industry organizations, including but not limited to those below, unless more stringent requirements are indicated. Refer to these publications for glazing terms not otherwise defined in this Section or in referenced standards.

1. IGMA Publication for Insulating Glass: SIGMA TM-3000, "Glazing Guidelines for Sealed Insulating Glass Units."
2. GANA Publications: “Laminated Glazing Reference Manual”; “Glazing Manual.”
3. AAMA: “Sloped Glazing Guidelines.”
4. IGMA: “Guidelines for Sloped Glazing.”

G. Insulating-Glass Certification Program: Permanently marked either on spacers or on at least one component lite of units with appropriate certification label of the following testing and inspecting agency:

1. Insulating Glass Certification Council.
2. Associated Laboratories, Inc.
3. Insulating Glass Manufacturers Alliance.

H. Safety Glazing Products: Comply with testing requirements in 16 CFR 1201 and, Insulating Glass Manufacturers Alliance ANSI Z97.1.

1. Subject to compliance with requirements, obtain safety glazing products permanently marked with certification label of the Safety Glazing Certification Council or another certification agency acceptable to authorities having jurisdiction.
2. Lites more than 9 sq ft (0.84 sq m) in area are required to be Category II materials.
3. Where glazing units, including Kind FT glass and laminated glass, are specified in Part 2 articles for glazing lites more than 9 sf (0.84 sq m) in area, provide glazing products that comply with Category II materials, and for lites 9 sf (0.84 sq m) or less in area, provide glazing products that comply with Category I or II materials.

1.7 DELIVERY, STORAGE, AND HANDLING

A. Protect glazing materials according to manufacturer's written instructions and as needed to prevent damage to glass and glazing materials from condensation, temperature changes, direct exposure to sun, or other causes.

B. For insulating-glass units that will be exposed to substantial altitude changes, comply with insulating-glass manufacturer's written recommendations for venting and sealing to avoid hermetic seal ruptures.

1.8 WARRANTY

A. Manufacturer's Warranty on Insulating Glass: Manufacturer's standard form in which the insulating glass unit manufacturer agrees to replace insulating-glass units that deteriorate during normal use within the specified warranty period. Deterioration of insulating glass

units is defined as an obstruction of vision by dust, moisture, or a film on the interior surfaces of the glass caused by a failure of the hermetic seal that is not attributed to glass breakage, improper installation, or cleaning and maintenance that is contrary to the manufacturer's written instructions.

1. Warranty Period: 10 years from date of Substantial Completion.

PRODUCTS

2.1 MANUFACTURER

A. Basis of Design: Vitro Architectural Glass; Glass Technology Center, 400 Guys Run Rd., Pittsburgh, PA 15024. ASD. Toll Free Tel: (800) 887-6457. Fax: (800) 367-2986. Web: http://www.vitroglazings.com.

2.2 GLASS PRODUCTS

A. Annealed Float Glass: ASTM C 1036, Type I (transparent flat glass), Quality-Q3; of class indicated.

B. Heat-Treated Float Glass: ASTM C 1048; Type I (transparent flat glass); Quality-Q3; of class, kind, and condition indicated.

1. Fabrication Process: By horizontal (roller-hearth) process with roll-wave distortion parallel to bottom edge of glass as installed, unless otherwise indicated.

2. Provide Kind HS (heat-strengthened) float glass in place of annealed float glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 "Performance Requirements" Article.

3. For uncoated glass, comply with requirements for Condition A.

4. For coated vision glass, comply with requirements for Condition C (other uncoated glass).

5. Provide Kind FT (fully tempered) float glass in place of annealed or Kind HS (heat-strengthened) float glass where safety glass is indicated or required.

C. Insulating-Glass Units, General: Factory-assembled units consisting of sealed lites of glass separated by a dehydrated interspace, and complying with ASTM E 774 for Class CBA units and with requirements specified in this Article and in Part 2 "Insulating-Glass Units" Article.

1. Provide Kind HS (heat-strengthened) float glass in place of annealed glass where needed to resist thermal stresses induced by differential shading of individual glass lites and to comply with glass design requirements specified in Part 1 "Performance Requirements" Article.

2. Provide Kind FT (fully tempered) glass lites where safety glass is indicated or required.

3. Overall Unit Thickness and Thickness of Each Lite: Dimensions indicated for insulating-glass units are nominal and the overall thicknesses of units are measured perpendicularly from outer surfaces of glass lites at unit's edge.

4. Sealing System: Comply with requirements in Section 07 90 00 - Joint Sealants. Dual seal, with primary and secondary sealants of polyisobutylene and silicone.

5. Spacer Specifications: Manufacturer's standard spacer material and construction complying with the following requirements:

a. Spacer Material: Aluminum with mill or clear anodic finish.

b. Desiccant: Molecular sieve or silica gel, or blend of both.

c. Corner Construction: Manufacturer's standard corner construction.

2.3 FABRICATION OF GLAZING UNITS

A. Fabricate glazing units in sizes required to glaze openings indicated for Project, with edge and face clearances, edge and surface conditions, and bite complying with written instructions of product manufacturer and referenced glazing publications, to comply with system performance requirements.

2.4 GLASS/ GLAZING SCHEDULE

A. Refer to the Glazing Schedule on the Drawings.

EXECUTION

3.1 GLAZING

A. Set all glass in a true plane, tight and straight, with proper and adequate clearance, firmly anchored to prevent rattling and looseness, with all edges cleanly cut; do not nip or seam the edges.

B. Perform glazing in compliance with manufacturer’s published requirements and recommendations and industry publications listed in Part 1.6 above.

3.2 CLEANING UP

1. Upon completion of glazing, thoroughly clean all glass surfaces, correct all imperfections, replace all damaged glass, and leave all labels on the glass until they have been inspected and approved by the Architect and/or Building Official but remove all labels immediately thereafter.

END OF SECTION 08 80 00

GENERAL

1.1 SUMMARY

A. Provide and Install gypsum board where shown on the Drawings and as specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 32 33 of these specifications.

B. Mock-up: With location approval of the Architect, develop a sample room demonstrating the final specified finish appearance, subjected to the same lighting conditions when occupied, of walls, ceilings and soffits to receive finish.

1.4 FIRE-RESISTANCERATED ASSEMBLIES

A. Provide materials and construction identical to those tested in assemblies per ASTM E 119 by an independent testing and inspecting agency acceptable to authorities having jurisdiction.

1.5 STC-RATED ASSEMBLIES

A. Provide materials and construction identical to those tested in assemblies per ASTM E 90 and classified per ASTM E 413 by a qualified independent testing and inspecting agency.

1.6 INDOOR AIR POLLUTION CONTROL

A. VOC content in Gypsum Board Adhesives shall be limited to 50 grams per liter (less water and less exempt compounds).

PRODUCTS

2.1 PANEL PRODUCTS

A. Provide in maximum lengths available to minimize end-to-end butt joints.

B. Interior Gypsum Board: ASTM C 1396/C 1396M, in thickness indicated, with manufacturer's standard edges. Regular type unless otherwise indicated; Type X where indicated.

C. Moisture-Resistant Gypsum Backing Board: (For use behind all tile in “wet” areas including all toilet room walls, janitor room walls, kitchen, etc.) ASTM C 1396/C 1396M, in thickness indicated. [Regular type unless otherwise indicated] [Type X where required for fire-resistance-rated assemblies and where indicated]

1. Product: CertainTeed Pro Roc Moisture Resistant Gypsum Board, or equal.

2.2 ACCESSORIES

A. Metal Trim Accessories: ASTM C 1047, formed from galvanized or aluminum-coated steel sheet, rolled zinc, plastic, or paper-faced galvanized-steel sheet. For exterior trim, use accessories formed from hot-dip galvanized-steel sheet, plastic, or rolled zinc.

1. Provide cornerbead at outside corners unless otherwise indicated.

2. Provide LC-bead (J-bead) at exposed panel edges.
3. Provide control joints where indicated.

B. Joint-Treatment Materials: ASTM C 475/C 475M.

1. Joint Tape: Paper unless otherwise recommended by panel manufacturer.
2. Joint Compounds: Setting-type taping compound and drying-type, ready-mixed, compounds for topping.
3. Skim Coat: For final coat of Level 5 finish, use setting-type, sandable topping compound.

C. Fasteners: Screws complying with ASTM C954 or C1002.

D. Adhesives: Liquid Nails Construction Adhesive by Macco Adhesives or equal, type as required for the material applied to.

E. Other Materials: All other materials, not specifically described but required for a complete and proper installation of gypsum drywall, shall be as selected by the Contractor subject to approval of the Architect.

EXECUTION

3.1 INSTALLATION

A. Install gypsum board panels in accordance with GA-216 and ASTM C840.

B. Install all panels plumb, level, and with all vertical joints on bearing. Panels/patches smaller than 144 square inches may not be used without prior approval of Architect.

C. Cutting

1. When cutting gypsum drywall is required, cut by scoring and breaking or by sawing, working from the face side.
2. When cutting by scoring, cut through the face paper and then snap the panel back away from the cut face; then break the back paper by snapping the gypsum board in the reverse direction or by cutting the back paper.
3. Smooth all cut ends and edges of panels as necessary to obtain a smooth joint.
4. For cut-outs in panels for pipes, fixtures, and other small openings, make holes and cut-outs by sawing or by such other method as will not fracture the core or tear the covering and with such accuracy that plates, escutcheons, or trim will cover the edges.
5. The use of "score-and-knockout" method will not be permitted.

D. Fastening

1. Properly space all fasteners in careful accordance with the manufacturer's recommendations and code requirements, with heads driven slightly below the surface for proper cementing but without breaking the paper cover.
2. Loosely butt all joints to be taped; firmly butt all joints to be left untreated.
3. Stagger all end joints and the joints between panels to achieve a maximum of bridging and a minimum of continued joints.

E. Ceiling

1. At those areas where gypsum drywall ceiling is indicated on the Drawings, and where it is possible to do so, install the ceiling prior to installing walls.

2. Where possible, and where permitted by code, float the interior ceiling angles.

3.2 CONTROL JOINTS

A. Where not shown on the Drawings, provide control joints at wall and ceiling areas which exceed maximum areas or lengths.

B. Install control joints at ceiling areas.

1. Which exceed 2,500 square feet.

2. Where continuous panel surface exceeds 50 feet in either direction.

3. Where ceiling furring changes direction.

C. Install control joints in wall and wall furring panels which exceed 30 feet in length.

D. Verify placement of control joints with Architect prior to installation.

3.3 INSTALLING METAL TRIM

A. The drawings do not purport to show all metal trim required; verify with the Architect the precise locations and types of trim to be used.

B. Carefully inspect the Drawings and verify location of all metal trim required. Install all trim in strict accordance with the manufacturers' recommendations, paying particular attention to make all trim installation plumb, level, and true to line, with firm attachment to supporting members.

3.4 TAPING AND FINISHING LEVEL 5 FINISH

A. Control heating and ventilating during finishing operations to ensure the maintenance of 55° F. minimum temperature.

B. Provide surface finish to the level shown on the Drawings, and as described below:

1. First coat - Level 2 Finish

a. Spread compound evenly over all joints, using suitable tools designed for that purpose.

b. Fill all joint recesses and metal trim.

c. Center the reinforcing tape on the joint and press into the fresh compound, wiping down with sufficient pressure to remove excess compound but leaving sufficient compound under the tape for proper bond.

d. Feather all edges and leave the surface free from blisters and tape wrinkles.

e. Apply compound to all fastener heads, leaving flush with the adjacent surfaces.

f. Fold reinforcing tape along its centerline and apply to all interior angles, following the same procedure as for joints.

2. Second coat – Level 3 Finish

a. Lightly sand the dry compound with fine sandpaper to remove all irregularities.

b. Apply a second coat of compound to all joints, feathering approximately three inches beyond edges of tape.

c. Apply a second coat of compound to all fastener heads.

3. Third coat – Level 4 Finish

a. Lightly sand the dry compound with fine sandpaper to remove all irregularities.

b. Apply final skim coat, feathering out approximately two inches beyond second coat.

c. Third coat all fastener heads and metal trim and all interior angles; allow to dry.

4. Fourth coat – Level 5 Finish: (Smooth Finish)

a. Lightly sand the dry compound with fine 220 grit sandpaper to remove all irregularities.

b. Apply final skim coat over entire wall, ceiling or soffit surfaces. Do not roll or spray apply. Wipe down immediately leaving a uniform tight smooth surface of joint compound.

3.5 CLEANING UP

A. Do not allow the accumulation of scraps and debris arising from the work of this Section but maintain the premises in a neat and orderly condition at all times; in the event of spilling or splashing compound onto other surfaces, immediately remove the spilled or splashed material and all trace of the residue to the approval of the Architect.

END OF SECTION 09 29 00

GENERAL

1.1 SUMMARY

A. Provide ceramic tile where shown on the Drawings, as specified herein, and as needed for a complete and proper installation.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

PRODUCTS

2.1 CERAMIC TILE

A. Provide ceramic tile and accessories complying with Tile Council of America Specification 137.1, in colors and patterns as noted on the drawings from standard colors and patterns of the approved manufacturers.

B. Floor Tile

1. Provide coefficient of friction not less than 0.50 when tested in accordance with ASTM F489, ASTM F609, and the National Bureau of Standards Technical Note 895.

C. Provide standard accessory shapes as required including wall inside and outside corners, wainscot top surface cove, and base cove.

2.2 LIQUID APPLIED CRACK ISOLATION MEMBRANE FOR FLOORS

A. Under all floor tile installations install anti-fracture membrane, ANSI 118.12: Laticrete Blue 92 or Custom-Building Products Red Gard.

2.3 TILE ACCESSORIES

A. Schluter System tile accessories (edge trim, transition trim, control joints). Refer to Drawings for details and model numbers.

2.4 SETTING MATERIALS

A. Comply with pertinent recommendations contained in the Tile Council of America "Handbook for Ceramic Tile Installation".

B. Latex – Portland cement complying with ANSI A118.4 by Laticrete or equal.

C. Special tile setting mortars will be considered by the Architect when complete technical data is submitted in advance.

2.5 GROUT

A. Comply with pertinent recommendations contained in the Tile Council of America "Handbook for Ceramic Tile Installation" in colors selected by the Architect from standard colors available from the approved manufacturers.

1. Provide a commercially prepared single-component premium grout with high flexibility and stain resistance: Fusion Pro Single Component Grout/Custom Building Products 800-272-8786 or equal.

B. Grout Color

1. As selected by Architect from manufacturer's standards.

2.6 CAULK

A. Provide caulk in color to match grout. Custom Building Products Commercial Silicone Caulk or Ceramic Tile Caulk, or equal.

2.7 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

EXECUTION

3.1 EXAMINATION

A. Verify that wall surfaces are free of substances which would impair bonding of setting materials, smooth and flat within tolerances specified in ANSI A137.1 and are ready to receive tile.

B. Verify that sub-floor surfaces are dust-free, and free of substances which would impair bonding of setting materials to sub-floor surfaces and are smooth and flat within tolerances specified in ANSI A137.1.

C. Verify that concrete sub-floor surfaces are ready for tile installation by testing for moisture emission rate and alkalinity; obtain instructions if test results are not within limits recommended by tile manufacturer and setting materials manufacturer.

D. Verify that required floor-mounted utilities are in correct location.

3.2 PREPARATION

A. Protect surrounding work from damage.

B. Remove any curing compounds or other contaminates.

C. Vacuum clean surfaces and damp clean.

D. Seal substrate surface cracks with filler. Level existing substrate surfaces to acceptable flatness tolerances.

E. Prepare substrate surfaces for adhesive installation in accordance with adhesive manufacturer's instructions.

3.3 INSTALLATION

A. General

1. Comply with ANSI A108.1, ANSI A108.2, and the latest published edition of "Handbook for Ceramic Tile Installation" of the Tile Council of America, except as otherwise directed by the Architect or specified herein:

a. Interior concrete floor, thin set with crack-isolation membrane, F113.

b. Interior frame wall, gypsum board, W243.

B. Lay tile to pattern indicated. Arrange pattern so that a full tile or joint is centered on each wall and that no tiles less than ½ width is used. Do not interrupt tile pattern through openings.

C. Cut and fit tile to penetrations through tile, leaving sealant joint space. Form corners and bases neatly. Align floor joints.

D. Place tile joints uniform in width, subject to variance in tolerance allowed in tile size. Make joints watertight, without voids, cracks, excess mortar, or excess grout.

E. Form internal angles square and external angles bullnosed.

F. Install ceramic accessories rigidly in prepared openings.

G. Install non-ceramic trim in accordance with manufacturer's instructions.

H. Sound tile after setting. Replace hollow sounding units.

I. Keep expansion joints free of adhesive or grout. Apply tile caulking to joints.

J. Allow tile to set for a minimum of 48 hours prior to grouting.

K. Grout tile joints. Use standard grout unless otherwise indicated.

L. Apply tile caulking to junction of tile and dissimilar materials and junction of dissimilar planes.

3.4 INSTALLATION – FLOORS – THIN SET METHODS

A. Over interior concrete substrates, install in accordance with TCA Handbook Method F113, dry-set or latex-Portland cement bond coat compatible with crack-isolation membrane, with standard grout, unless otherwise indicated.

3.5 INSTALALTION – WALL TILES

A. Over gypsum wallboard on wood or metal studs install in accordance with TCA Handbook Method W243, thin-set with dry-set or latex-Portland cement bond coat, unless otherwise indicated.

3.6 CLEANING

A. Clean tile and grout surfaces.

3.7 PROTECTION OF FINISHED WORK

A. Do not permit traffic over finished floor surface for 72 hours after installation.

B. Cover floors with Kraft paper and protect from dirt and residue from other trades.

C. Where floor will be exposed for prolonged periods cover with plywood or other similar type walkways.

END OF SECTION 09 30 00

GENERAL

1.1 SUMMARY

A. Provide and install suspended acoustical ceilings as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

1.4 STANDARDS

A. Suspended acoustical ceiling systems shall be installed in accordance with the provisions of ASTM C635 and ASTM C636 as modified by ASCE 7 Section 13.5.6.2.2 for Seismic Design Categories D, E, and F.

1.5 ADDITIONAL STOCK

A. Provide (3) cartons of new, unopened ceiling tiles of each type to the Owner.

PRODUCTS

2.1 SUSPENDED GRID SYSTEM

A. Manufacturers

1. All suspended grid systems shall be in the pattern indicated on the Drawings and shall be one of the following or an equal approved in advance by the Architect. All grids shall be factory finished white, 15/16” face width. Main beam shall be Heavy Duty Class rated.

a. USG / Donn Products, Inc.

b. Armstrong Corporation.

c. Certainteed EZ Stab Classic

B. Perimeter support

1. Provide nominal 1” (min. 7/8”) perimeter support closure angle with seismic clip attaching runners to perimeter angle. Seismic clip shall be the product of the grid manufacturer and shall be installed in accordance with the applicable ICC-ES report:

a. USG / Donn ASM7 Clip; ICC-ES ESR 1222.

b. Armstrong BERC-2 Clip; ICC-ES ESR 1308.

c. Certainteed: ICC-ES ESR 3336.

C. General

1. The system shall be complete with all support members, anchors, wall cornices, and adapters for light fixtures and ceiling grilles, plus all accessories of every nature required for a complete installation.

2.2 ACOUSTICAL CEILING BOARDS

A. Manufacturers: All acoustical ceiling boards shall be as specified on the Finish Schedule or an equal approved in advance by the Architect

B. All ceiling boards shall be the product of one manufacturer, nominally sized lay-in panels and shall be fire rated where indicated on the Drawings.

2.3 OTHER MATERIALS

A. All other materials not specifically described but required for a complete and proper installation of suspended acoustical ceiling shall be as selected by the Contractor subject to the approval of the Architect.

EXECUTION

3.1 INSTALLATION OF “T” GRID

A. General

1. Erect metal "T" members in the pattern shown on the Drawings, spacing members symmetrically about the centerline of areas in both directions and/or as shown on the Drawings.
2. Space hanger wires a maximum of four feet on centers along main runners.
3. Accurately level all main runners; space main runners a maximum of four feet on centers.
4. Space cross "T" members as shown on the Drawings and secure to main runners and wall angles in accordance with the approved Shop Drawings.
5. Securely anchor all wall angle members in place.
6. Provide and install suspension wires for electrical fixtures.

B. Make all grid level within a tolerance of one in 500 and straight within a tolerance of one in 1000.

3.2 LATERAL AND COMPRESSION BRACING

A. Furnish and install lateral bracing consisting of at least twelve gage wire, splayed at 45 degrees, in the following locations.

1. At the midpoint of all unsupported partitions exceeding twelve linear feet.
2. At twelve feet on center each way in all large ceiling areas not restrained by partitions.

B. Secure all lateral bracing to structural members; secure at right angles to the direction of the partition and four way in large ceiling areas.

C. Furnish and install vertical compression bracing as required by the U.B.C., latest edition Use the system as detailed on the drawings or factory-built components to comply with the code requirements.

3.3 SEISMIC SEPARATION

A. For ceiling areas exceeding 2500 square feet, a seismic separation joint shall be installed to break the ceiling up into areas not exceeding 2500 square feet. Install seismic separation joint where indicated on the Drawings or as directed by the Architect.

3.4 INSTALLATION OF ACOUSTICAL CEILING BOARDS

A. Install all acoustical ceiling boards in the exposed "T" grid system so that linearity of facing is in one direction only, and to the approval of the Architect.

3.5 FIELD CUTTING

A. All field cutting as required for tegular type lay-in ceiling tiles shall be required at the wall angles and linear HVAC diffusers, and shall be performed in a craftsman-like manner equal to the factory edge cut. Touch up the cut edge with white paint as provided by the manufacturer to match the tile facing.

3.6 CLEANING UP

A. Completely remove all fingerprints and traces of soil from the surfaces of grid and acoustical ceiling boards, using only those cleaning materials specifically recommended for the purpose by the manufacturers of the materials cleaned.

END OF SECTION 09 51 13

GENERAL

1.1 SUMMARY

A. Provide and install wood veneer acoustical ceiling planks as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 32 33 of these specifications.

B. Product Data: Submit manufacturer's technical data for each type of wall or ceiling panel required.

C. Samples: Where finishes involve normal color and texture variations, include sample sets showing the range of variations expected. One 12" x 12" samples of each panel type, pattern, and color.

D. Certifications: Certified test reports showing compliance with performance requirements specified.

E. Shop Drawings: Submit shop drawings showing how panels are to be laid out on the walls and ceilings, details of trim members and width of panels. Width of panels and location of seams are critical.

F. Single Source: All custom acoustical wall and ceiling panels shall be purchased from a single supplier.

1.4 QUALITY ASSURANCE

A. Manufacturer & Installer: Firm manufacturing the specified product shall have adequate capacity required for projects listed and have successfully completed similar projects for a period of not less than two years. The manufacturer shall have the right to approve the selection of the fabricator and to verify that said fabricator has sufficient experience and expertise to complete the project in a satisfactory manner.

B. Reference Standards: Conform to all governing laws, building codes, and the following performance criteria

1. Fire Performance Characteristics: Provide panels with fire ratings in accordance with ASTM E84 test procedures. ASTM E-84 testing must be performed by an independent testing organization acceptable to authorities having jurisdiction.

2. Acoustical Performance Characteristics: Provide wall and ceiling panels with acoustical absorption characteristics as indicated in Part 2, which have been determined by testing fully assembled production material in accordance with ASTM C-423 (Type E400 for ceiling and F6 for wall mounting method as defined by ASTME-795) by a testing organization acceptable to authorities having jurisdiction. Approved testing organization must be independent of the manufacturer.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver panels to project site in original, unopened packages and store them in a fully enclosed space where they will be protected against damage from moisture, direct sunlight, surface contamination, and other causes.

B. Panels should not be stored in spaces where the temperature or humidity conditions vary greatly from the temperatures and conditions that will be normal in the occupied space. The temperature should be between 50 degrees F and 86 degrees F and relative humidity should not fall below 35 percent or exceed 55 percent.

C. Before installing panels, permit them to reach room temperature and a stabilized moisture content.

D. Handle wall panels carefully to avoid chipping edges or damaged units in any way.

1.6 PROJECT CONDITIONS

A. Space Enclosure:

1. Panels should be permitted to reach room temperature and have a stabilized moisture content for a minimum of 72 hours before installation.

2. Panels should not be stored or installed in spaces where the temperature or humidity conditions vary greatly from the temperatures and conditions that will be normal in the occupied space.

3. As interior finish products, the panels are designed for installation in temperature conditions between 50 degrees F and 86 degrees F, in spaces where the building is enclosed and HVAC systems are functioning and will be in continuous operation. Relative humidity should not fall below 35 percent or exceed 55 percent.

1.7 WARRANTY

A. Submit to Owner or Owner's Representative a written and dated warranty issued by the acoustic panel manufacturer warranting the panels against defects in materials or manufacturing for a period of 10 years from the date of delivery. Warranty is limited to materials installed in their original location.

B. Components used in the system but not provided by the manufacturer are excluded from the manufacturer's warranty. Damage caused by exposure to moisture or rapid or extreme changes to temperature or humidity are excluded from the manufacturer's warranty. Damage caused by improper storage, handling, acclimatization, or installation is excluded from the warranty. Appearances and colorings of wood products, stains and finishes can vary over time and as site conditions change and are therefore excluded from the warranty.

1.8 MAINTENANCE

A. Extra Materials

1. Deliver no less than *5 percent* of each type, color and pattern of material.

2. Extra materials shall be from the same production run as the original materials.

3. Extra materials shall remain in the manufacturer's original unopened packaging and given to the building owner upon substantial completion of the work.

PRODUCTS

2.1 MANUFACTURER

A. Navy Island Inc. 275 Marie Ave. E., St. Paul, Mn 55118 PH 651-451-4454 Email, Sales@navyisland.com.

B. Contact Navy Island for a list of qualified fabricators to fabricate panels into finished walls/ceilings/fixtures

2.2 CEILING SYSTEM

A. Soundply Lino Acoustic Ceiling Planks, LR Series

1. Microperforated surface
2. Plank widths per Drawings
3. Wood veneer per Drawings
4. Class A fire rating
5. Finish: Clear or Tinted Uni-Matte Flat Varnish, as selected by Architect
6. Provide manufacturer's clips and fasteners for installation indicated on the Drawings

EXECUTION

3.1 EXAMINATION

A. Inspect installation area and conditions under which work is to be performed for compliance with all manufacturers' environmental requirements. All wet work in the installation area must be complete, cured and dry prior to installation. Work above shall be complete, inspected and accepted before ceiling installation work begins. Do not proceed until all unsatisfactory conditions have been corrected.

3.2 INSTALLATION

A. Ceilings

1. Comply with manufacturer's instruction and recommendations and industry standards for installation of ceiling planks.
2. Coordinate the exact size, location and sequencing of penetrations of ceiling planks by all building components.
3. Lay out ceiling pattern per approved shop drawings.
4. Where ceilings of different heights abut, install acoustical material matching ceiling at vertical surface of ceiling break.

3.3 ADJUSTING AND CLEANING

A. Clean soiled surfaces of ceiling and wall panels per manufacturer's instructions.

B. Remove and replace damaged or discolored material and material that cannot be properly cleaned.

C. Adjust panels after installation so that surfaces are aligned, flush and level with gaps between units consistent in width and straight.

END OF SECTION 09 54 26

GENERAL

1.1 SUMMARY

A. Provide and install resilient tile flooring and accessories where indicated on the Drawings and as specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

B. Submit shop drawings, seaming plan, coving details, and manufacturer's technical data, installation and maintenance instructions for flooring and accessories.

C. Submit the manufacturer's standard samples showing the required colors for flooring and applicable accessories.

D. If required, submit the manufacturer's certification that the flooring has been tested by an independent laboratory and complies with the required fire tests.

1.4 QUALITY ASSURANCE AND REGULATORY REQUIREMENTS

A. Select an installer who is competent in the installation of solid vinyl flooring with acrylic adhesive or two part epoxy.

B. If required, provide resilient flooring and accessories supplied by one manufacturer, including leveling and patching compounds, and adhesives.

C. If required, provide flooring material to meet the following fire test performance criteria as tested by a recognized independent testing laboratory:

1. ASTM E 648 Critical Radiant Flux of 0.45 watts per sq. cm. or greater, Class I.

2. ASTM E 662 (Smoke Generation) Maximum Specific Optical Density of 450 or less.

1.5 ENVIRONMENTAL CONDITIONS

A. Deliver materials in good condition to the jobsite in the manufacturer's original unopened containers that bear the name and brand of the manufacturer, project identification, and shipping and handling instructions.

B. Store materials in a clean, dry, enclosed space off the ground, and protected from the weather and from extremes of heat and cold. Protect adhesives from freezing. Store flooring, adhesives and accessories in the spaces where they will be installed for at least 48 hours before beginning installation.

C. Maintain a minimum temperature in the spaces to receive the flooring and accessories of 65ºF (18ºC) and a maximum temperature of 85ºF (29ºC) for at least 48 hours before, during, and for not less than 48 hours after installation. Thereafter, maintain a minimum temperature of 55ºF (13ºC) and a maximum temperature of 85ºF (29ºC) in areas where work is completed. Protect all materials from the direct flow of heat from hot-air registers, radiators, or other heating appliances.

D. Install flooring and accessories after the other finishing operations, including painting, have been completed. Close spaces to traffic during the installation of the flooring. Do not install flooring over concrete slabs until they are sufficiently dry to achieve a bond with the adhesive, in accordance with the manufacturer's recommended bond and moisture tests.

1.6 INDOOR AIR POLLUTANT CONTROL REQUIREMENTS

A. All Resilient Tile Flooring shall be certified under the Resilient Floor Covering Institute’s FloorScore Program or shall comply with the VOC emission limits defined in 2009 Collaborative for High Performance Schools (CHPS) criteria and listed on its Low-emitting Materials List.

B. VOC content in Resilient Tile Flooring Adhesives shall be limited to 50 grams per liter (less water and less exempt compounds).

1.7 WARRANTY

A. Manufacturer’s standard 20 year limited commercial warranty and 20 year finish coat warranty commencing on the Date of Substantial Completion.

PRODUCTS

2.1 RESILIENT FLOORING MATERIALS

A. Refer to Drawings for Manufacturer, Product, and Color

B. Specifications

1. Construction - Luxury Vinyl Tile & Plank, Non-orthophthalate
2. Overall Thickness – 5mm
3. Wearlayer Thickness – 20 mil (1.0 mm)
4. Finish Layer – ExoGuard
5. Edge Profile: Squared Edge
6. Specification (ASTM F-1700) - Class III, B

C. Testing

1. HUD/FHA - Passes
2. Flexibility (ASTM F137) - Passes - 1” Mandrel - No Crack/Break
3. Dimensional Stability (ASTM F2199) - Passes - Max 0.020 in/lin ft
4. Squareness (ASTM F540) - Passes - Max 0.010”
5. Static Load (ASTM F970 mod.) - Passes – 1200 PSI
6. Residual Indentation (ASTM F1914) - Passes - < 8% Avg / 10% Single Value
7. Flooring Radiant Panel (ASTM E648) - Passes - Class 1; ≥ 0.45 watts/cm2
8. Smoke Density (ASTM E662) - Passes - ≤ 450
9. Coefficient of Friction (ASTM D2047, Slip Resistance) - ≥ 0.5
10. Resistance to Light (ASTM F1515) - Passes
11. Chemical Resistance (ASTM F925) - Passes
12. Resistance to Heat (ASTM F1514) - Passes

D. Environmental

1. Indoor Air Quality - FloorScore Certified; CDPH v1.1-2010
2. Product Declarations – EPD, HPD

2.2 ADHESIVES

A. VOC-compliant, high moisture enhanced adhesive as recommended by flooring manufacturer.

2.3 ACCESSORIES

A. For patching, smoothing, and leveling monolithic subfloors (concrete, terrazzo, quarry tile, ceramic tile, and certain metals), provide Portland Cement-Based Underlayment.

B. For sealing joints between the top of wall base or integral cove cap and irregular wall surfaces such as masonry, provide plastic filler applied according to the manufacturer's recommendations.

C. LVT must have the ability to be chemically welded to adjoining broadloom carpet materials.

D. Provide transition/reducing strips tapered to meet abutting materials.

E. Provide threshold of thickness and width as shown on the drawings.

F. Provide resilient edge strips of width shown on the drawings, of equal gauge to the flooring, homogeneous vinyl or rubber composition, tapered or bullnose edge, with color to match or contrast with the flooring, or as selected by the Architect from standard colors available.

G. Provide metal edge strips of width shown on the drawings and of required thickness to protect exposed edges of the flooring. Provide units of maximum available length to minimize the number of joints. Use butt-type metal edge strips for concealed anchorage, or overlap-type metal edge strips for exposed anchorage. Unless otherwise shown, provide strips made of extruded aluminum with a mill finish.

EXECUTION

3.1 INSPECTION

A. Examine subfloors prior to installation to determine that surfaces are smooth and free from cracks, holes, ridges, and other defects that might prevent adhesive bond or impair durability or appearance of the flooring material.

B. Inspect subfloors prior to installation to determine that surfaces are free from curing, sealing, parting and hardening compounds; residual adhesives; adhesive removers; and other foreign materials that might prevent adhesive bond. Visually inspect for evidence of moisture, alkaline salts, carbonation, dusting, mold, or mildew.

C. Report conditions contrary to contract requirements that would prevent a proper installation. Do not proceed with the installation until unsatisfactory conditions have been corrected.

D. Failure to call attention to defects or imperfections will be construed as acceptance and approval of the subfloor. Installation indicates acceptance of substrates with regard to conditions existing at the time of installation.

3.2 PREPARATION

A. Smooth concrete surfaces, removing rough areas, projections, ridges, and bumps, and filling low spots, control or construction joints, and other defects with Portland Cement-Based Underlayment as recommended by the flooring manufacturer.

B. Remove paint, varnish, oils, release agents, sealers, and waxes. Remove residual adhesives as recommended by the flooring manufacturer. Remove curing and hardening compounds. Avoid organic solvents.

C. Perform subfloor Relative Humidity and/or Calcium Chloride Tests, pH Tests, and Bond Tests as described in manufacturer's installation guide to determine if surfaces are dry, free of curing and hardening compounds, old adhesive, and other coatings; and ready to receive flooring. Maximum levels to be determined based on adhesive choice and manufacturer's published installation instructions.

D. Vacuum or broom-clean surfaces to be covered immediately before the application of flooring. Make subfloor free from dust, dirt, grease, and all foreign materials.

3.3 INSTALLATION OF FLOORING

A. Install flooring in strict accordance with manufacturer's installation guide and any other product specific published installation instructions.

B. Install flooring wall to wall before the installation of floor-set cabinets, casework, furniture, equipment, movable partitions, etc. Extend flooring into toe spaces, door recesses, closets, and similar openings as shown on the drawings.

C. If required, install flooring on pan-type floor access covers. Maintain continuity of color and pattern within pieces of flooring installed on these covers. Adhere flooring to the subfloor around covers and to covers.

D. Scribe, cut, and fit to permanent fixtures, columns, walls, partitions, pipes, outlets, and built-in furniture and cabinets.

E. Install flooring with adhesives, tools, and procedures in strict accordance with the manufacturer's instructions. Observe the recommended adhesive trowel notching, open times, and working times.

3.4 INSTALLATION OF ACCESSORIES

A. Apply top set wall base to walls, columns, casework, and other permanent fixtures in areas where top-set base is required. Install base in lengths as long as practical, with inside corners fabricated from base materials that are mitered or coped. Tightly bond base to vertical substrate with continuous contact at horizontal and vertical surfaces.

B. Fill voids with plastic filler along the top edge of the resilient wall base or integral cove cap on masonry surfaces or other similar irregular substrates.

C. Place resilient edge strips tightly butted to flooring, and secure with adhesive recommended by the edge strip manufacturer. Install edge strips at edges of flooring that would otherwise be exposed.

3.5 CLEANING AND PROTECTION

A. Perform initial maintenance according to the latest edition of the manufacturer's maintenance and warranty literature. Protect installed flooring as recommended by the flooring manufacturer against damage from rolling loads, other trades, or the placement of fixtures and furnishings.

B. Do not wax, polish, seal or apply other finishes to the installed flooring unless specifically directed by end user.

END OF SECTION 09 65 19

GENERAL

1.1 SUMMARY

A. Provide and install tile carpeting required for this work as shown on the Finish Schedule of the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 INDOOR AIR POLLUTANT CONTROL REQUIREMENTS

A. All Carpet shall meet the testing and product requirements of one of the following:

1. Carpet and Rug Institute's Green Label Plus Program.
2. California Department of Public Health Standard Practice for the testing of VOCs (Specification 01350).
3. NSF/ANSI 140 at the Gold Level.
4. Scientific Certification Systems Sustainable Choice.

B. All Carpet cushion installed in the building interior shall meet the requirements of the carpet and Rug Institute Green Label Program.

C. Per Section 5.504.4.1 of the 2013 California Green Building Standards Code, all carpet adhesives used on the project shall meet the requirements of the following standards:

1. Adhesives, adhesive bonding primers adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2 of the 2013 California Green Building Standards Code. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene)

1.5 ADDITIONAL STOCK

A. Deliver to Owner carpet tiles equal to 5 percent of each type and color carpet tile installed, packaged with protective covering for storage.

PRODUCTS

2.1 CARPET TILE

A. Products

1. Refer to the Drawings

EXECUTION

3.1 INSTALLATION

A. Comply with CRI 104.

B. Installation Method: As recommended by manufacturer

C. Place units in strict compliance with the manufacturer's recommendations as approved by the Architect.

1. Butt units tightly to vertical surfaces, nosings, edgings and thresholds.
2. Scribe as necessary around obstructions and to produce neat joints.
3. Place tiles tightly laid, even, and in straight parallel lines.
4. Extend tiles into toe spaces, door reveals, and in closets and other similar adjoining spaces.

D. Lay units from center marks established with principal walls, discounting minor offsets, so that units at opposite sides of the room are of equal width.

1. Adjust as necessary to avoid use of cut widths less than 3" wide at room perimeters.
2. Lay units square to the axis of the room or space unless otherwise shown on the Drawings

E. Match units for color and pattern by using materials from cartons in the same sequence as manufactured and packaged.

F. Lay in pattern shown on the Drawings.

G. Place edge strips tightly butted to units and secured with adhesive; provide at all unprotected edges unless otherwise shown on Drawings.

END OF SECTION 09 68 13

GENERAL

1.1 SUMMARY

A. Provide and install fiberglass reinforced panels (FRP) where shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

B. Accompanying the product data, submit 8” x 10” or larger samples of the full range of colors and patterns available in the plastic-coated wall panels, plus 12” or longer samples of colors and patterns available in the moldings.

PRODUCTS

2.1 FIBERGLASS REINFORCED PANELS

A. Provide fiberglass reinforced panels, Marlite Artizan FRP with Sani-coat. Panolam RFP, or equal.

1. Color as selected from manufacturer’s standard or as specified on the Drawings.
2. Texture: Pebble Smooth.
3. Fire Rating: Class A.
4. Size: 4’x8’, 4’x9’, 4’x10’ or as required for design applications.

2.2 MOLDINGS

A. Extruded PVC trim; color to match panels.

B. Outside Corner Guard: PVC color to match panel.

2.3 ACCESSORIES

A. Fasteners: Non-staining nylon drive rivets to match panel color.

B. Adhesive: By manufacturer.

C. Sealant: Color matching by manufacturer.

2.4 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

EXECUTION

3.1 PREPARATION

A. Examine backup surfaces to determine that corners are plumb and straight, surfaces are smooth, uniform, clean and free from foreign matter, nails countersunk, joints and cracks filled flush and smooth with the adjoining surface.

1. Verify that stud spacing does not exceed 24 inch on-center.

B. Repair defects prior to installation.

1. Level wall surfaces to panel manufacturer's requirements. Remove protrusions and fill indentations.

3.2 INSTALLATION

A. Comply with manufacturer's recommended procedures and installation sequence.

B. Cut sheets to meet supports allowing 1/8" (3mm) clearance for every 8 foot (2.43m) of panel.

1. Cut and drill with carbide tipped saw blades or drill bits or cut with shears.

2. Pre-drill fastener holes 1/8" (3.175 mm) oversize with high speed drill bit.

a. Space at 8" (20.32 cm) maximum on-center at perimeter, approximately 1" from panel edge.

b. Space at in field in rows 16 inches (40.64 cm) on-center, with fasteners spaced at 12" (30.48 cm) maximum on-center.

C. Apply panels to board substrate, above base vertically oriented with seams plumb and pattern aligned with adjoining panels.

1. Install panels with manufacturer's recommended gap for panel field and corner joints.

a. Adhesive trowel and application method to conform to adhesive manufacturer's recommendations.

b. Drive fasteners for snug fit. Do not over-tighten.

D. Apply panel moldings to all panel edges using silicone sealant providing for required clearances.

1. All moldings must provide for a minimum 1/8" (3.18 cm) of panel expansion at joints and edges, to insure proper installation.

2. Apply sealant to all moldings, channels and joints between the system and different materials to assure watertight installation.

3.3 CLEANING

A. Remove excess sealant from panels and moldings. Wipe panel down using a damp cloth and mild soap solution or cleaner.

B. Refer to manufacturer's specific cleaning recommendations. Do not use abrasive cleaners.

END OF SECTION 09 77 20

GENERAL

1.1 SUMMARY

A. Provide painting as shown on the Finish Schedule in the Drawings and specified herein. The type of material to be used and the number of coats to be applied are listed in the "Painting Schedule" under Execution in this Section of these Specifications. The term "paint", as used herein, included enamels, epoxies, paints, sealers, fillers, emulsions, and other coatings, whether used as prime, intermediate, or finish coats.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 INDOOR AIR POLLUTANT CONTROL REQUIREMENTS

A. VOC Limits

1. Architectural paints and coatings shall comply with VOC limits in Table 1 of the ARB Architectural Coatings Suggested Control Measure, as shown in Table 5.504.4.3 of the 2016 California Green Building Standards Code, unless more stringent local limits apply.

2. The VOC content limit for coatings that do not meet the definitions for the specialty coatings categories listed in Table 5.504.4.3 shall be determined by classifying the coating as a Flat, Nonflat or Nonflat-High Gloss coating, based on its gloss, as defined in Subsections 4.21, 4.36 and 4.37 of the 2007 California Air Resources Board, Suggested Control Measure, and the corresponding Flat, Nonflat or Nonflat-High Gloss VOC limit in Table 5.504.4.3 shall apply.

B. Aerosol Paints and Coatings

1. Aerosol paints and coatings shall meet the PWMIR Limits for ROC in Section 94522(a)(3) and other requirements, including prohibitions on use of certain toxic compounds and ozone depleting substances, in Sections 94522(c)(2) and (d)(2) of *California Code of Regulations*, Title 17, commencing with Section 94520; and in areas under the jurisdiction of the Bay Area Air Quality Management District additionally comply with the percent VOC by weight of product limits of Regulation 8 Rule 49.

1.5 MOCK-UPS

A. Mockups: Full-coat finish Sample of each type of coating, color, and substrate, applied where directed.

1.6 PROJECT CONDITIONS

A. The General Contractor is responsible to ensure all materials used in this Section meet current California V.O.C. (volatile organic compounds/chemicals) Regulations. The Architect shall be immediately notified of all V.O.C. conflicts. Work shall not proceed until conflicts are resolved.

1.7 EXTRA STOCK

A. Upon completion of this portion of the Work, deliver to the Owner an extra stock of one gallon of each color and gloss used in each coating material used, with all such extra stock tightly sealed in clearly labeled containers.

PRODUCTS

2.1 PAINT MATERIALS

A. Manufacturer

1. All paint materials selected for coating systems for each type of surface shall be the product of a single manufacturer.

2. Paint materials listed herein, unless otherwise designated in the "Painting Schedule", are the product of Benjamin Moore and require no further approval as to manufacturer or catalog number.

3. Equivalent products of other major paint manufacturers may be used subject to approval by the Architect of the materials list and manufacturers' recommendations required to be submitted under Article 1.3 above. Equivalent product manufacturers must provide a manufacturers product reference guide demonstrating the equivalence of the product substituted to the one specified.

B. Compatibility

1. All paint materials and equipment shall be compatible in use; finish coats shall be compatible with prime coats; prime coats shall be compatible with the surface to be coated; all tools and equipment shall be compatible with the coating to be applied.

2. Thinners, when used, shall be only those thinners recommended for that purpose by the manufacturer of the material to be thinned.

C. Colors and glosses

1. All colors and glosses shall be indicated on the Painting Schedule and Finishes Schedule.

EXECUTION

3.1 PREPARATION OF SURFACES, GENERAL

A. Prior to all surface preparation and painting operations, completely mask, remove or otherwise adequately protect all hardware, accessories, machined surfaces, plates, lighting fixtures, and similar items in contact with painted surfaces but not scheduled to receive paint.

B. Spot prime all exposed nails and other metals which are to be painted with emulsion paints, using a primer recommended by the manufacturer of the coating system.

C. Before applying paint or other surface treatment, thoroughly clean all surfaces involved. Schedule all cleaning and painting so that dust and other contaminants from the cleaning process will not fall on wet, newly painted surfaces.

3.2 PREPARATION OF WOOD SURFACES

A. Clean all wood surfaces until they are free from dirt, and all other foreign substance.

B. Unless specifically noted to be left rough, smooth all finished wood surfaces exposed to view, using the proper sandpaper. Where so required, use varying degrees of coarseness in sandpaper to produce uniformly smooth and unmarred wood surfaces.

C. Knots

1. On small, dry, seasoned knots, thoroughly scrape and clean the surface and apply one coat of good quality knot-sealer before application of the priming coat.
2. On large, open, unseasoned knots, scrape off all pitch and thoroughly clean the area, followed by an application of one coat of good quality knot-sealer.
3. Remove and treat all pitch surfaces as required for large knots.

D. Dryness

1. Unless specifically approved by the Architect, do not proceed with the painting of wood surfaces until the moisture content of the wood is 12% or less as measured by a moisture-meter approved by the Architect.

3.3 PREPARATION OF METAL SURFACES

A. Galvanized metal

1. Clean all surfaces thoroughly with solvent until they are completely free from dirt, soil, and grease.
2. Thoroughly treat the cleaned surface with phosphoric acid etch.
3. Remove all excess etching solution and allow to dry completely before application of paint.

B. Other metals

1. Thoroughly clean all surfaces until they are completely free from dirt, oil, grease and old paint.
2. Allow to dry thoroughly before application of paint.

3.4 PAINT APPLICATION

A. General

1. Paint all surfaces, except glass, flat concrete, and similar items, not prefinished and not called out as unfinished.
2. Paint all grilles and other prefinished items where the factory prefinish is not in accordance with the Painting Schedule and color selection or where a prefinished item is not the same color as the adjacent surface. Paint to match adjacent surface.

B. Drying

1. Allow sufficient drying time between coats.
2. Modify the period as recommended by the material manufacturer to suit adverse weather conditions.

C. Environmental conditions

1. Comply with the manufacturer's recommendations as to environmental conditions under which the coating systems may be applied.
2. Do not apply paint in areas where dust is being generated.

D. Defects

1. Sand and dust between coats to remove all defects visible to the unaided eye from a distance of five feet.

E. Color of undercoats

1. Slightly vary the color of succeeding coats.

3.5 INSPECTION

A. Do not apply additional coats until completed coat has been inspected and approved by the Architect.

B. Only inspected and approved coats of paint will be considered in determining the number of coats applied.

3.6 RE-INSTALLATION OF REMOVED ITEMS

A. Following completion of painting in each space, promptly reinstall all items removed for painting, using only workmen skilled in the particular trade.

3.7 CLEANING UP

A. During progress of the Work, do not allow the accumulation of empty containers or other excess items except in areas specifically set aside for that purpose. Prevent accidental spilling of paint materials and, in event of such spill, immediately remove all spilled material and the waste or other equipment used to clean up the spill, and wash the surfaces to their original undamaged condition, all at no additional cost to the Owner.

B. Upon completion of this portion of the Work visually inspect all surfaces and remove all paint and traces of paint from surfaces not scheduled to be painted.

3.8 PAINTING SCHEDULE

Apply the following finishes to the areas designated:

Exterior Wood, Satin

First Coat:	Benjamin Moore	166 SuperSpec Busan Primer
Second Coat:	Benjamin Moore	634 Aura Exterior Low Lustre
Third Coat:	Benjamin Moore	634 Aura Exterior Low Lustre

Exterior Metal (Galvanized), Semi-Gloss

First Coat:	Benjamin Moore	P04 Acrylic Metal Primer
Second Coat:	Benjamin Moore	632 Aura Exterior Semi-Gloss
Third Coat:	Benjamin Moore	632 Aura Exterior Semi-Gloss

Interior Metal (Ferrous), Semi-Gloss

First Coat:	Benjamin Moore	P04 Acrylic Metal Primer Or P06 Alkyd Metal Primer
Second Coat:	Benjamin Moore	528 Aura Interior Semi-Gloss
Third Coat:	Benjamin Moore	528 Aura Interior Semi-Gloss

Interior Drywall, Satin

First Coat:	Benjamin Moore	253 SuperSpec Latex Primer Sealer
Second Coat:	Benjamin Moore	524 Aura Interior Eggshell
Third Coat:	Benjamin Moore	524 Aura Interior Eggshell

Interior Drywall, Semi-Gloss

First Coat:	Benjamin Moore	253 SuperSpec Latex Primer Sealer
Second Coat:	Benjamin Moore	528 Aura Interior Semi-Gloss
Third Coat:	Benjamin Moore	528 Aura Interior Semi-Gloss

Exterior Brick

First Coat: ProSoCo Stand Off SLX100 Oil and Water Repellent
Or Benjamin Moore P27 Clear Acrylic Sealer

Exterior CMU, Satin

First Coat:	Benjamin Moore	206 Super Spec Masonry Hi-Build Block Filler
Second Coat:	Benjamin Moore	634 Aura Exterior Low Lustre
Third Coat:	Benjamin Moore	634 Aura Exterior Low Lustre

Interior Wood Stain

First Coat:	Benjamin Moore	236 Benwood Wood Conditioner/ 238 Wood Grain Filler
Second Coat:	Benjamin Moore	205 Benwood Waterborne Stain
Third Coat:	Benjamin Moore	423 Stays Clear Acrylic Urethane Low Lustre
*Fourth Coat:	Benjamin Moore	423 Stays Clear Acrylic Urethane Low Lustre

END OF SECTION 09 91 00

GENERAL

1.1 SUMMARY

A. Provide and install linoleum bulletin board where shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

PRODUCTS

2.1 LINOLEUM BULLETIN BOARD

A. Linoleum bulletin boards are shown on the Drawings. Provide linoleum resilient homogeneous surface material with natural jute backing, applied to wall with manufacturer's adhesive.

B. Acceptable Products

1. Linoleum Bulletin Board by Forbo Industries, 1/4" gauge, 72" width. Fax 570/450-0258.

2.2 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

B. Aluminum Trim: A604-4 Panel Trim in satin aluminum finish by Hoskin & Muir, Inc. www.prohmi.com.

C. Adhesives to substrate shall be per manufacturer's recommendations.

1. Per Table 5.504.4.1 of the 2019 California Green Building Standards Code, adhesives, sealants and caulks used on the project shall meet the requirements of the following standards:

a. Adhesives, adhesive bonding primers adhesive primers, sealants, sealant primers and caulks shall comply with local or regional air pollution control or air quality management district rules where applicable, or SCAQMD Rule 1168 VOC limits, as shown in Tables 5.504.4.1 and 5.504.4.2 of the 2010 California Green Building Standards Code. Such products also shall comply with the Rule 1168 prohibition on the use of certain toxic compounds (chloroform, ethylene dichloride, methylene chloride, perchloroethylene and trichloroethylene).

EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 INSTALLATION

A. Securely install the approved adhesive products in accordance with the manufacturer's recommendations as approved by the Architect, setting panels straight, plumb, level, and true to the lines and levels shown on the Drawings, attached to the walls with the specified adhesive.

END OF SECTION 10 11 46

GENERAL

1.1 SUMMARY

A. Provide and install all signage as shown on the Drawings and as specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1. Product Data: Manufacturer's printed product data for each signage system indicated in this section.
2. Comprehensive Signage Plan indicating all signs and signage systems to be installed on the Project cross-referenced to Fabrication Drawings.
3. Fabrication Drawings for all signs and signage components.
4. Samples: Verification samples of signage systems minimum of 6 inches square of each type and color indicated.
5. Installation Drawings and Details

1.4 REGULATORY REQUIREMENTS:

A. Comply with applicable provisions in the U.S. Architectural & Transportation Barriers Compliance Board's ADA-ABA Accessibility Guidelines, ANSI A117.1, and State of California Building Code (CBC), latest editions.

B. VOC Limitations: adhesives shall comply with South Coast Air Quality Management District (SCAQMD) Rule #1168.

1.5 CAMPUS STANDARDS

A. All signage shall comply with UC DAVIS BUILDING SIGN PROGRAM document dated July 2014.

1.6 WARRANTY

A. Manufacturer's standard lifetime warranty against material and manufacturing defects

PART 2 – PRODUCTS

2.1 INTERIOR PANEL SIGNS

A. Basis of Design:

InPro SignScape, InPro Corporation

PO Box 406, Muskego, WI 53150 USA

Telephone 800-222-5556, Fax: 888-715-8407

E-mail: service@inprocorp.com

B. Provide all signage systems from a single manufacturer.

C. Materials and Production Style

1. Tactile (Raised Letter)
    a. Provide rigid vinyl sign material consisting of .040” sheet bonded with .060” sheet backed with 6mm white or black foam pvc panel. Top layer is cut and assembled to create signage.
2. Partial Inlay (Tamper Resistant Tactile Signage)
    a. Provide rigid vinyl sign material consisting of .060” sheet bonded to 6mm white or black foam pvc panel that is engraved to receive .060” material. Top layer of .060” sheet is cut and assembled to create signage.
3. Printed Sign Panels
    a. Provide sign panels that are digitally printed with exterior grade UV curable inks. Panels may be first or second surface printed.
    b. Panel materials and thicknesses:
        (1) 1/16” Clear PETG, adhered to 10mm white foamed PVC backing
        (2) Maximum panel size 4’ x 8’.
4. Grade 2 Braille
    a. Provide Grade 2 Braille produced with the RasterTM Method, patented process for placing Braille on signage. RasterTM Braille is computer engineered using a carbide-engraving bit, press-fit tool with vacuum pump and UV stable acrylic rasters.

D. Sign Shapes and Sizes
1. Provide restroom signs with the following characteristics:
    a. Women: 12” diameter circle.
    b. Men: Equilateral triangle with 12” long edges and vertex pointing upward.
    c. Unisex: Equilateral triangle superimposed within a 12” diameter circle.
2. Other signs as detailed on the Drawings

2.2 DIMENSIONAL CHARACTERS

A. Flat-cut ½” thick aluminum characters, factory painted in color selected by Architect, spacer stud mounted, height and font per Drawings, Gemini Sign Products, or equal.

PART 3 – EXECUTION

3.1 INSTALLATION

A. Examine areas and conditions in which the signage system will be installed.
1. Complete all finishing operations, including painting, before beginning installation of signage systems.
2. Wall surface shall be dry and free from dirt, grease and loose paint.

3.2 PREPARATION

A. General: Prior to installation, clean substrate to remove dust, debris and loose particles.

3.3 INSTALLATION

A. General: Locate the signage system as indicated on the approved detail drawing for the appropriate substrate and in compliance with manufacturer’s installation instructions. Install signage systems level and plumb at the height indicated on the drawings.

3.4 CLEANING

A. At completion of the installation, clean surfaces in accordance with manufacturer's clean up and maintenance instructions.

END OF SECTION 10 14 00

GENERAL

1.1 SUMMARY

A. Provide and install Solid Color Reinforced Composite (SCRC) Substrate toilet compartments as shown on the Drawings and as specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

1.4 QUALITY ASSURANCE

A. Manufacturer Qualifications: Minimum 10-year experience manufacturing similar products.

B. Installer Qualifications: Minimum 2-year experience installing similar products.

C. Single Source Requirements: To the greatest extent possible provide products from a single manufacturer.

D. Accessibility Requirements: Comply with requirements applicable in the jurisdiction of the project, including but not limited to ADA and ICC/ANSI A117.1 requirements as applicable.

E. Mock-Up: Provide a mock-up for evaluation of surface preparation techniques and application workmanship.

1. Finish areas designated by Architect.
2. Do not proceed with remaining work until workmanship is approved by Architect.
3. Refinish mock-up area as required to produce acceptable work.

1.5 PRE-INSTALLATION MEETINGS

A. Convene minimum two weeks prior to starting work of this section.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.

B. Handling: Handle materials to avoid damage.

1.7 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

1.8 SEQUENCING

A. Ensure that products of this section are supplied to affected trades in time to prevent interruption of construction progress.

1.9 WARRANTY

A. Manufacturer's Warranty: Manufacturer's standard 25-year limited warranty for panels, doors, and stiles against breakage, corrosion, delamination, and defects in factory workmanship. Manufacturer's standard 1-year guarantee against defects in material and workmanship for stainless steel door hardware and mounting brackets.

PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturer: Bobrick Washroom Equipment, Inc., which is located at: 6901 Tujunga Ave.; North Hollywood, CA 91605-6213; Tel: 818-764-1000; Fax: 818-765-2700; Email:info@bobrick.com; Web:www.bobrick.com

B. Basis of Design Products: Based on the quality and performance requirements of the project, specifications are based solely on the products of Bobrick Washroom Equipment, Inc. www.bobrick.com. Location of manufacturing shall be the United States.

C. Substitutions: The Architect will consider products of comparable manufacturers as a substitution, pending the Contractor's submission of adequate documentation of the substitution in accordance with procedures in Division 1 of the Project Manual. Documentation shall include a list of five similar projects of equivalent size where products have been installed for a minimum of two years, and manufacturer's certification that products are fabricated in the United States.

D. Requests for substitutions will be considered in accordance with provisions of Section 01 60 00 - Product Requirements.

2.2 SOLID COLOR REINFORCED COMPOSITE (SCRC) SUBSTRATE

A. Solid Color Reinforced Composite (SCRC) Toilet Partitions

1. Design Type

a. Standard Height

(1) Door/Panel Height: 58 inches (147 cm).

(2) Floor Clearance: 12 inches (30 cm).

b. Maximum Height

(1) Door/Panel Height: 72 inches (183 cm).

(2) Floor Clearance: 4 inches (10 cm).

2. Privacy Style Partitions: No sightlines with gap-free interlocking doors and stiles routed 0.300 inches (7.6 mm) from the edge to allow for 0.175 inch (4.4 mm) overlap to prevent line-of-sight into the toilet compartment. Privacy strips fastened or adhered onto the partition material are not acceptable.

3. Mounting

a. Floor-mounted, overhead-braced with satin finish, extruded anodized aluminum headrails, 0.065 inch (1.65 mm) thick with anti-grip profile.

(1) Stile Maximum Height: 83 inches (211 cm).

B. Materials: Solid color reinforced composite (SCRC) material for stiles, panels, doors, and screens with Bobrick Graffiti Off coating, thermoset and integrally fused into homogenous piece; high density polyethylene (HDPE), high density polypropylene not acceptable.

1. Composition: Dyes, organic fibrous material, and polycarbonate/phenolic resins.

2. Surface Treatment: Non-ghosting, graffiti resistant surface integrally bonded to core through a manufacturing steps requiring thermal and mechanical pressure.
3. Edges: Same color as the surface.
4. Color: As selected by Architect from manufacturer's standard range

C. Performance Requirements
1. Graffiti Resistance (ASTM D 6578): Passed cleanability test; 5 staining agents.
2. Scratch Resistance (ASTM D 2197): Maximum load value exceeds 10 kilograms.
3. Impact Resistance (ASTM D 2794): Maximum impact force exceeds 30 inch-pounds.
4. Smoke Developed Index (ASTM E 84): Less than 450.
5. Flame Spread Index (ASTM E 84): Less than 75.
6. National Fire Protection Association/International Building Code Interior Wall and Ceiling Finish: Class B.
7. Uniform Building Code: Class II.

D. Finished Thickness
1. Stiles and Doors: 3/4 inch (19 mm).
2. Panels and Screens: 1/2 inch (13 mm).

E. Stiles: Floor-anchored stiles furnished with expansion shields and threaded rods
1. Leveling Devices: 7-gauge, 3/16 inches (5 mm) thick, corrosion-resistant, chromate-treated, double zinc-plated steel angle leveling bar bolted to stile; furnished with 3/8 inch (10 mm) diameter threaded rods, hex nuts, lock washers, flat washers, spacer sleeves, expansion anchors, and shoe retainers.
2. Stile Shoes: One-piece, 22-gauge (0.8 mm), 18-8, Type 304 stainless steel, 4-inch (102 mm) height; tops with 90 degree return to stile. One-piece shoe capable of adapting to 3/4-inch (19 mm) or 1-inch (25 mm) stile thickness and capable of being fastened (by clip) to stiles starting at wall line.

F. Wall Posts: Pre-drilled for door hardware, 18-8, Type 304, 16-gauge (1.6 mm) stainless steel with satin finish; 1-inch (25 mm) x 1-1/2 inches (38 mm) x 58 inches high (1473 mm)

G. Anchors: Expansion shields and threaded rods at floor connections as applicable. Threaded rods secured to supports above ceiling as applicable. Supports above ceiling furnished and installed as Work of Section 05 50 00 - Metal Fabrications.

H. Hardware: Chrome-plated "Zamak", aluminum, extruded plastic hardware not acceptable.
1. Compliance: Operating force of less than 5 lb. (2.25 kg).
2. Emergency Access: Hinges, door latch allow door to be lifted over keeper from outside compartment on inswing doors.
3. Materials: 18-8, Type 304, heavy-gauge stainless steel with satin finish.
4. Doorstops: Prevents in swinging doors from swinging out beyond stile; on outswing doors, doorstop prevents door from swinging in beyond stile.
5. Fastening: Hardware secured to door and stile by through-bolted, theft-resistant, pin-in-head Torx stainless steel machine screws into factory-installed, threaded brass inserts. Fasteners secured directly into core not acceptable.

a. Threaded Brass Inserts: Factory-installed; withstand direct pull force exceeding 1500 lb. (680 kg) per insert.

6. Clothes Hooks: Projecting no more than 1-1/8 inch (29 mm) from face of door.
7. Door Latch: Track of door latch prevents inswing doors from swinging out beyond stile; on outswing doors, door keeper prevents door from swinging in beyond stile; 16-gauge (1.6 mm) sliding door latch, 14-gauge (2 mm) keeper.
8. Locking: Door locked from inside by sliding door latch into keeper.
9. Hinge Type
   a. Standard
      (1) Balanced, with field-adjustable cam to permit door to be fully closed or partially open when compartment is unoccupied.
   b. Full-Height Institutional Hinge
      (1) Hinges: 16 gauge (1.6 mm) stainless steel, self-closing, 3 section hinges.
10. Mounting Brackets
    a. Standard Concealed
       (1) Mounting Brackets: Mounted inside compartment; exposed brackets on exterior of compartment not acceptable with the exception of outswing doors.
    b. Full-Height
       (1) Mounting Brackets: 18 gauge (1.2 mm) stainless steel and extend full height of panel.
       (2) U-Channels: Secure panels to stiles.
       (3) Angle Brackets: Secure stiles-to-walls and panels to walls.

EXECUTION

3.1 PREPARATION

A. Prepare substrates including but not limited to blocking and supports in walls and ceilings at points of attachment using methods recommended by the manufacturer for achieving the best result for the substrates under the project conditions.
   1. Inspect areas scheduled to receive compartments for correct dimensions, plumbness of walls, and soundness of surfaces that would affect installation of mounting brackets.
   2. Verify spacing of plumbing fixtures to assure compatibility with installation of compartments.

B. If preparation is the responsibility of another installer, notify Architect in writing of deviations from manufacturer's recommended installation tolerances and conditions.

C. Do not proceed with installation until substrates have been properly prepared with blocking and supports in walls and ceilings at points of attachment and deviations from manufacturer's recommended tolerances are corrected. Commencement of installation constitutes acceptance of conditions.

3.2 INSTALLATION

A. Install products in strict compliance with manufacturer's written instructions and recommendations, including the following:

1. Verify blocking and supports in walls and ceilings has been installed properly at points of attachment.
2. Verify location does not interfere with door swings or use of fixtures.
3. Use fasteners and anchors suitable for substrate and project conditions.
4. Install units rigid, straight, plumb, and level.
5. Conceal evidence of drilling, cutting, and fitting to room finish.
6. Test for proper operation.

3.3 ADJUSTING, CLEANING, AND PROTECTION

A. Adjust hardware for proper operation after installation. Set hinge cam on in-swinging doors to hold doors open when unlatched. Set hinge cam on out-swinging doors to hold unlatched doors in closed position.

B. Touch-up, repair or replace damaged products.

C. Clean exposed surfaces of compartments, hardware, and fittings.

END OF SECTION 10 21 13 .19

GENERAL

1.1 SUMMARY

A. Provide and Install toilet accessories as shown on the Toilet Accessories Schedule on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

PRODUCTS

2.1 MATERIALS

A. Stainless Steel: ASTM A 666, Type 304, No. 4 finish (satin), 0.0312-inch (0.8-mm) minimum nominal thickness unless otherwise indicated.

B. Brass: ASTM B 19, ASTM B 16 (ASTM B 16M), or ASTM B 30.

C. Aluminum: ASTM B 221 (ASTM B 221M), Alloy 6063-T6 or 6463-T6.

D. Sheet Steel: ASTM A 1008/A 1008M, 0.0359-inch (0.9-mm) minimum nominal thickness.

E. Galvanized-Steel Sheet: ASTM A 653/A 653M, G60 (Z180).

F. Chromium Plating: ASTM B 456, Service Condition Number SC 2 (moderate service).

G. Baked-Enamel Finish: Factory-applied, gloss-white, baked-acrylic-enamel coating.

H. Tempered Glass: ASTM C 1048, Kind FT (fully tempered).

I. Mirrors: ASTM C 1503, Mirror Glazing Quality, clear-glass mirrors, nominal 6.0 mm thick.

J. Galvanized-Steel Mounting Devices: ASTM A 153/A 153M, hot-dip galvanized after fabrication.

K. Fasteners: Screws, bolts, and other devices of same material as accessory unit, tamper and theft resistant when exposed, and of galvanized steel when concealed.

L. Keys: Provide universal keys for internal access to accessories for servicing and resupplying. Provide minimum of six keys to Architect.

2.2 TOILET ACCESSORIES

A. Basis of design shall be Bobrick. All toilet accessories shall be as scheduled on the Drawings.

2.3 FASTENINGS

A. All toilet accessories shall be complete with all required fastenings for installation on the wall surface and structure to be mounted to, and all fastenings shall harmonize with the item being fastened.

EXECUTION

3.1 INSTALLATION

A. Install all toilet accessories where indicated on the Drawings and in full accordance with the manufacturer's recommendations, anchoring all components fully in place for long life under hard use.

B. Install accessories using fasteners appropriate to substrate indicated and recommended by unit manufacturer. Install units level, plumb, and firmly anchored in locations and at heights indicated.

C. Install grab bars to withstand a downward load of at least 250 lbf (1112 N), when tested according to method in ASTM F 446.

D. Adjust accessories for unencumbered, smooth operation and verify that mechanisms function properly. Replace damaged or defective items. Remove temporary labels and protective coatings.

END OF SECTION 10 28 00

GENERAL

1.1 SUMMARY:

A. Provide and install manufactured direct vent gas fireplace as detailed on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 REFERENCES

A. ANSI Z233/ NFPA 54 – National Fuel Gas Code.

B. ANSI/NFPA 70 - National Electric Code.

C. California Mechanical Code, latest adopted edition.

D. California Electric Code, latest adopted edition.

1.5 DESIGN / PERFORMANCE REQUIREMENTS

A. Appliances are CSA marked as Certified to US Standard CLASS 2901 04 - DOMESTIC HEATERS (GAS) Vented Fireplace

B. Direct Vent appliances shall be electrically grounded in accordance with the local codes or, in the absence of local codes, with National Electric code, ANSI/NFPA 70.

1.6 DELIVERY, STORAGE, AND HANDLING

A. Store products in accordance with the manufacturer's instructions. Store indoors in manufacturer's unopened packaging until ready for installation.

1.7 WARRANTY

A. Provide the manufacturer's product body and firebox 10 Year Limited Warranty and the ceramic glass 5 Year limited warranty against thermal breakage.

PRODUCTS

2.1 MANUFACTURERS

A. Basis of Design: ORTAL USA, Inc., which is located at: 8421 Canoga Ave.; Canoga Park, CA 91304; Tel: 818-238-7000; Fax: 818-678-0541; Email: request info (info@ortalheat.com); Web: www.ortalheat.com

B. Requests for substitutions will be considered in accordance with provisions of Section 01 25 00 – Product Options & Substitutions.

2.2 MANUFACTURED DIRECT VENT GAS FIREPLACES

A. Model: Corner 75 LS

1. Glass Viewing Area

a. Front: 30-15/16" wide x 18-7/8" high

b. Left Side: 16-3/16" wide x 18-7/8" high

2. Heat Barrier:

a. Double Glass: Double pane glass with fan assistance (ceramic inner, tempered outer). Requires air intake below the firebox.

3. Maximum Heat Output (BTU) NG: 29,100

4. Efficiency NG: 77.8 percent

5. Heat Release: Required, 124 square inches of net free air space

6. Air Intake: 124 square inches of net free air space

7. Vent Pipe

a. UL listed 4x6 co-axial direct vent pipe (4” interior, 6-5/8” exterior)

(1) Olympia (“Ventis” line) or equal, with rain cap

(2) Coordinate vent pipe termination with chimney shroud specified in Section

8. Decorative Media:

a. Aspen Log Set

b. Large Gray Stones

9. Interior:

a. Standard matte black interior finish (no interior panels).

10. Controls: With on/off, temperature, flame height operation.

a. Wall Switch.

EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Framing and openings must be completed before starting installation. Consult manufacturer Installation Manual for clearance, framing, and installation details.

C. Electrical wiring and gas supply line must be completed before installation of the firebox. Consult manufacturer Installation Manual for electrical and gas requirements.

D. Prepare openings using the recommendations of the manufacturer for achieving the best result for the under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions, ANSI Z223.1/NFPA 54, California Mechanical Code, California Electric Code, and the requirements of authorities having jurisdiction.

B. Use manufacturer's guidelines for minimum clearances to combustibles, walls, and finishes.

C. Upon completion of installation, visually inspect all exposed surfaces. Touch up scratches and abrasions with touch up paint recommended by the manufacturer.

3.4 DEMONSTRATION

A. Demonstrate the operation and control of the installed unit to the Owner after completion of the Work.

3.5 PROTECTION

A. Protect installed products until completion of project.

B. Touch-up, repair or replace damaged products before Substantial Completion.

END OF SECTION 10 31 00

GENERAL

1.1 SUMMARY

A. Provide and install hand portable fire extinguishers and metal cabinets as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

B. Provide literature and/or drawings of fire extinguisher cabinets including lettering, colors and finish.

PRODUCTS

2.1 FIRE EXTINGUISHERS

A. All fire extinguishers shall have a minimum UL rating of 2A:10BC and shall be Potter-Roemer Inc., Model #3005, or an equal approved in advance by the Architect.

2.2 CABINETS

A. Type and style

1. All fire extinguisher cabinets shall be metal, semi-recessed sized to fit within the partition or wall depth.

B. Finish

1. All fire extinguisher cabinets shall be Oxidized Brass finish.

C. Manufacturers

1. Design is based on Potter Roemer Inc.

a. Model 7072 Semi-Recessed

b. 3903 Wall Mounted Bracket

2. All fire extinguisher cabinets shall be the products of the same manufacturer and shall be the ones upon which design was based, or an equal approved in advance by the Architect.

3. All fire extinguisher cabinets must be approved for use by local fire department.

2.3 MOUNTING BRACKETS

A. Manufacturer’s steel, designed to secure fire extinguishers to wall or structure, of sizes required for fire extinguishers indicated, with plated or baked enamel finish.

EXECUTION

3.1 SURFACE CONDITIONS

A. Coordinate with all other trades as required to ensure proper and adequate provision in framing and wall covering for the installation of the recessed cabinets in the locations required.

B. Prior to installation, inspect all cabinet recesses and verify that all necessary provisions have been made. In the event of discrepancy, immediately notify the Architect. Do not proceed with installation in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 INSTALLATION

A. Install the firefighting devices where indicated on the Drawings and in full accordance with all pertinent regulations and the manufacturer's recommendations, setting the top of the cabinet as shown on the Drawings, anchoring all components firmly in place for long life under hard use.

3.3 SERVICE

A. Determine the approximate completion date of the Work and then inspect, charge, and tag the fire extinguishers at a date not more than ten days before actual completion date of the work.

END OF SECTION 10 44 13

GENERAL

1.1 DESCRIPTION

A. Provide and install kitchen appliances as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

1.4 REGULATORY REQUIREMENTS

A. Comply with provisions of the following product certifications:

1. NFPA: Provide electrical appliances listed and labeled as defined in NFPA 70, Article 100, by a testing agency acceptable to authorities having jurisdiction, and marked for intended use.

2. UL and NEMA: Provide electrical components required as part of residential appliances that are listed and labeled by UL and that comply with applicable NEMA standards.

3. ANSI: Provide gas-burning appliances that comply with ANSI Z21 Series standards.

4. NAECA: Provide residential appliances that comply with NAECA standards.

1.5 ACCESSIBILITY

A. Where residential appliances are indicated to comply with accessibility requirements, comply with ANSI A117.1 and the latest edition of the California Building Code (CBC).

1.6 ENERGY RATINGS

A. Provide appliances that qualify for the EPA/DOE ENERGY STAR product labeling program.

PRODUCTS

2.1 DISHWASHER

A. ASKO Model DBI663IS 30 series stainless steel, or equal.

EXECUTION

3.1 COORDINATION

A. Coordinate all interface requirements for electrical and mechanical connections in a timely manner to permit orderly progress of the Work.

3.2 INSTALLATION

A. General: Install the kitchen equipment in strict accordance with the manufacturer's recommendations, the approved Shop Drawings, the original design, and all pertinent codes and regulations, anchoring all components securely, level and plumb.

B. Inspection: Upon completion of the installation, put all operable components through at least two complete operating cycles and verify that all components are properly adjusted and working in accordance with their design intent.

C. Verify that accessories required have been furnished and installed.

D. Touch-up: Touch up all scratches and abrasions to be completely invisible to the unaided eye from a distance of five feet.

END OF SECTION 11 31 00

GENERAL

1.1 SUMMARY

A. Provide and install interior book return as shown on the Drawings and specified herein.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1.4 DELIVERY, STORAGE, AND HANDLING

A. Deliver and store products in manufacturer's unopened packaging bearing the brand name and manufacturer's identification until ready for installation.

B. Handling: Handle materials to avoid damage.

1.5 PROJECT CONDITIONS

A. Maintain environmental conditions (temperature, humidity, and ventilation) within limits recommended by manufacturer for optimum results. Do not install products under environmental conditions outside manufacturer's recommended limits.

PRODUCTS

2.1 MANUFACTURERS

A. Acceptable Manufacturers: American Book Returns, part of the American Security Cabinets Family, or equal

2.2 PRODUCTS

A. Book Depositories: American Book Returns Model HCU Thru Wall

1. Construction: Steel, powder coated.
2. M810 Book Truck

EXECUTION

3.1 EXAMINATION

A. Do not begin installation until substrates have been properly prepared.

B. If substrate preparation is the responsibility of another installer, notify Architect of unsatisfactory preparation before proceeding.

3.2 PREPARATION

A. Clean surfaces thoroughly prior to installation.

B. Prepare surfaces using the methods recommended by the manufacturer for achieving the best result for the substrate under the project conditions.

3.3 INSTALLATION

A. Install in accordance with manufacturer's instructions and in proper relationship with adjacent construction. Test for proper operation and adjust until satisfactory results are obtained.

3.4 PROTECTION

A. Protect installed products until completion of project.

END OF SECTION 11 51 00

GENERAL

1.1 SUMMARY

A. Provide and install manual roller window shades and accessories as shown on the Drawings and as specified herein.

1.2 GENERAL REQUIREMENTS

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS

A. Make submittals to the Architect in accordance with the provisions of Section 013323 of these specifications.

B. Product Data: Manufacturer's catalog data, product descriptions, installation instructions, detail sheets, and specifications for each type system specified.

C. Samples for Selection: Manufacturer's color chart or sample set.

D. Shop Drawings: Prepared specifically for this project; show dimensions and interface with other products.

1. Room schedule including field-verified dimensions of each opening to receive window shade systems.

2. Indicate System Series, fabric selection, and mounting type.

1.4 QUALITY ASSURANCE

A. Installer: Approved by manufacturer.

B. Provide manufacturer’s standard ten-year warranty.

1.5 DELIVERY, STORAGE, AND HANDLING

A. Deliver products to project site in manufacturer's original cartons.

B. Individually package and mark shades with room number and opening number.

C. Inspect the materials upon delivery to assure that specified products have been received.

D. Store and handle shades to prevent damage to fabrics prior to installation.

PRODUCTS

2.1 MANUFACTURERS

A. MechoShade Systems, Inc.; 42-03 35th, Long Island, NY 11101. Tel: (718) 729-2020, Fax: (718) 729-2941.

B. FlexShade System by Draper, Inc. 411 South Pearl Street, Spiceland IN 47385; phone (765) 987-7999, fax (765) 987-7142.

C. Substitutions: See Section 012500 - Product Requirements.

D. Provide all window shade systems from a single manufacturer.

2.2 MANUFACTURED UNITS

A. Single sunscreen shade cloth manually operated by bead chain. Install in SlimLine or Wide Bracket, as appropriate for application. Where multiple adjacent shadebands occur, provide SnapLoc Fascia to create the appearance of a continuous assembly. Where brackets are exposed, provide SnapLoc Fascia to conceal shade assembly. See Finish Schedule on the Drawings for fabric selection.

EXECUTION

3.1 INSTALLATION

A. Install window shade systems in accordance with manufacturer's instructions and these specifications.

B. Assume responsibility for all field dimensions and mounting surfaces.

C. Adjust window shade systems for proper operation.

END OF SECTION 12 24 13

PART 1 - GENERAL

1.01 CONDITIONS

A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this Section.

1.02 DESCRIPTION

A. Work includes but is not limited to the following:

1. Furnish all labor, materials, tools, equipment, operation or methods listed, mentioned or scheduled on the Contract Documents and/or herein specified in this Section.

2. Although such Work is not specifically indicated, furnish and install all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for a sound, secure and complete installation.

3. Completely coordinate with work of all other trades.

1.03 QUALITY ASSURANCE

A. All products or items described herein shall be new, unless otherwise specified, and shall be from the specified manufacturer or approved equal. Products shall be complete in all respects, properly installed, and in perfect working order.

1.04 QUALIFICATION OF INSTALLER

A. Installer shall be thoroughly trained and experienced in the skills required and shall be completely familiar with the products and their installation as specified on the Contract Documents and in this Section. Installer shall be present at all times during progress of Work of this Section and shall direct all work performed.

1.05 COORDINATION

A. Contractor shall be charged with the responsibility of making arrangements for the coordination of his construction operations with those of all others on the job, and he shall permit other forces so engaged to accomplish their portion of the Work without undue interference or delay.

B. Contractor shall place order for all site furnishings and equipment immediately after award of bid to ensure adequate time for manufacturing, shipping and installation. If any materials or equipment are not ordered in time, additional costs made by equipment manufacturers to their equipment in time to meet construction schedule together with any special handling costs, shall be borne by the Contractor. **NO** project extension shall be granted due to improper lead time in ordering.

1.06 SUBMITTALS

A. Submit one (1) digital copy of manufacturer's catalog cuts off all products for Owner's Representative approval. Catalog cuts shall clearly identify product, finishes, color, schedule and installation.

B. All approvals must be granted prior to ordering product.

PART 2 - PRODUCTS

2.01 BENCHES

A. Provide bench, model: BH1880T, 6’-0” long Beacon Hill Thermory bench with back and arm rests. Color shall be Textured Pewter / Thermory.

Or approved equal.

Manufactured by:
Anova Furnishings
Contact: Bob Evans | (314)495-8357

2.02 PICNIC TABLE

A. Provide 42” square picnic table, model: BH1840T, Beacon Hill Thermory picnic table with four (4) seats with backs. Color shall be Textured Pewter / Thermory.

B. Provide 42” square picnic table, model: BH1830T, Beacon Hill Thermory picnic table with three (3) seats with backs. Color shall be Textured Pewter / Thermory.

Or approved equal.

Manufactured by:
Anova Furnishings
Contact: Bob Evans | (314)495-8357

2.03 TRASH RECEPTACLE

A. Provide 70-gallon dual receptacle/recycler, model: BH1870T, Beacon Hill Thermory with two 35-gallon plastic liners and rubber leveling feet. Color shall be Textured Pewter / Thermory.

B. Decals for each opening shall be:
   a. “Bottles/Cans” with recycling logo. Color: White
   b. “Trash”. Color: White

Or approved equal.

Manufactured by:
Anova Furnishings
Contact: Bob Evans | (314)495-8357

2.04 BIKE RACK

A. Provide circular bike rack, model: CIRBLEBR, circle shaped powder coated steel rack, surface mount. Color shall be black.

Or approved equal.

Manufactured by:
Anova Furnishings
Contact: Bob Evans | (314)495-8357

PART 3 - EXECUTION

3.01 INSTALLATION OF BENCHES

A. Locate benches as indicated on Contract Documents for Owner's Representative approval prior to installation.

B. Install items level and plumb.

C. Directly embed supports into concrete footing as detailed on the Contract Documents and in conformance with manufacturer's specifications.

3.02 INSTALLATION OF PICNIC TABLES

A. Locate benches as indicated on Contract Documents for Owner's Representative approval prior to installation.

B. Install items level and plumb on Decomposed Surface

C. Chain picnic tables as detailed on the Contract Documents and in conformance.

3.03 INSTALLATION OF TRASH RECEPTACLE

A. Locate picnic tables and benches as indicated on Contract Documents for Owner's Representative approval prior to installation.

B. Install items level and plumb.

C. Surface mount to concrete paving as detailed on the Contract Documents and in conformance with manufacturer's specifications. Contractor shall supply all hardware required for surface mounting.

3.04 PROTECTION

A. Adequately protect all work form damage by subsequent construction operations. Damaged work shall be replaced by Contractor and at Contractor's expense.

END OF SECTION 12 92 00

SECTION 22 05 00

BASIC MECHANICAL MATERIALS AND METHODS

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTAL CONDITIONS, and DIVISION 1, GENERAL REQUIREMENTS, apply to the work of this SECTION.

1.2 SUMMARY

A. This Section includes the following basic mechanical materials and methods to complement other DIVISION 22 & 23 sections.

1. Piping materials and installation instructions common to most piping systems.
2. Equipment nameplate data requirements.
3. Non-shrink grout for equipment installations.
4. Installation requirements common to equipment specification Sections.
5. Mechanical demolition.

B. Pipe and pipe fitting materials are specified in piping system Sections.

1.3 DEFINITIONS

A. Pipe, pipe fittings, and piping include tube, tube fittings and tubing.

B. Finished Spaces: Spaces other than mechanical and electrical equipment rooms, furred spaces, pipe and duct shafts, unheated spaces immediately below the roof, spaces above ceiling, un-excavated spaces, crawl spaces, and tunnels

C. Exposed Interior Installations: Exposed to view indoors. Examples include finished occupied spaces and mechanical equipment rooms.

D. Exposed Exterior Installations: Exposed to view outdoors, or subject to outdoor ambient temperatures and weather conditions. Examples include rooftop locations.

E. Concealed Interior Installations: Concealed from view and protected from physical contact by building occupants. Examples include above ceilings and in duct shafts.

F. Concealed Exterior Installations: Concealed from view and protected from weather conditions and physical contact by building occupants, but subject to outdoor ambient temperatures. Examples include installations within unheated shelters.

1.4 SUBMITTALS

A. Product Data: Submit PDF copies of the manufacturer’s technical product data and installation instructions for each type of material listed in this SECTION. Receive written approval prior to ordering.

B. Maintenance Data: Submit PDF copies of maintenance data and replacement material lists for each type of material listed in this section. Include this data and product data in maintenance manual.

1.5 QUALITY ASSURANCE

A. Quality welding processes and operators for structural steel according to AWS D1.1 “Structural Welding Code – Steel.”

B. Qualify welding processes and operators for piping according to ASME “Boiler and Pressure Vessel Code,” Section IX, “Welding and Brazing Qualifications.”

1. Comply with provisions of ASME B31 Series “Code for Pressure Piping.”
2. Certify that each welder has passed AWS qualification tests for the welding processes involved and that certification is current.

C. ASME A13.1 for lettering size, length of color field, colors, and viewing angles of identification devices.

1.6 DELIVERY, STORAGE AND HANDLING

A. Deliver pipes and tubes with factory-applied end-caps. Maintain end-caps through shipping, storage, and handling to prevent pipe-end damage and prevent entrance of dirt, debris, and moisture.

B. Protect stored pipes and tubes from moisture and dirt. Elevate above grade. When stored inside, do not exceed structural capacity of the floor.

C. Protect flanges, fittings, and piping specialties from moisture and dirt.

1.7 SEQUENCING AND SCHEDULING

A. Coordinate mechanical equipment installation with other building components.

B. Arrange for chases, slots, and openings in building structure during progress of construction to allow for mechanical installations.

C. Sequence, coordinate, and integrate installations of mechanical materials and equipment for efficient flow of the Work. Coordinate installation of large equipment requiring positioning prior to closing in the building.

D. Coordinate connection of electrical services.

E. Coordinate requirements for access panels and doors where mechanical items requiring access are concealed behind finished surfaces.

F. Coordinate installation of identifying devices after completing covering and painting where devices are applied to surfaces.

PART 2 PRODUCTS

2.1 PIPE AND PIPE FITTINGS

A. Refer to individual piping system specification Sections in Division 22 and 23 for special joining materials not listing below.

B. Pipe Threads: ASME B1.20.1 for factory threaded pipe and pipe fittings.

2.2 JOINING MATERIALS

A. Refer to individual piping system specification Sections in Division 22 and 23 for special joining materials not listed below.

B. Pipe Flange Gasket Materials: Suitable for the chemical and thermal conditions of the piping system contents.

C. Flange Bolts and Nuts: ASME B18.2.1, carbon steel, except where other material is indicated.

D. Solder Filler Metal: ASTM B32

1. Alloy Sn95 or Alloy Sn94: Tin (approximately 95%) and silver (approximately 5%) having 0.10% maximum lead content.
2. Alloy E: Tin (approximately 95%) and copper (approximately 5%), having 0.10% maximum lead content.
3. Alloy HA: Tin-antimony-silver-copper-zinc, having 0.10% maximum lead content.
4. Alloy HB: Tin-antimony-silver-copper-nickel, having 0.10% maximum lead content.
5. Alloy Sb5: Tin (95%) and antimony (5%), having 0.20% maximum lead content.

E. Brazing Filler Metals: AWS A5.8.

1. BCuP Series: Copper-phosphorus alloys.
2. BAg1 Series: Silver alloy.

F. Welding Filler Metals: Comply with AWS D10.12 for welding materials appropriate for wall thickness and chemical analysis of steel pipe being welded.

G. Flanged, Ductile-Iron Pipe Gasket, Bolts, and Nuts: AWWA C110, rubber gasket, carbon steel bolts and nuts.

H. Couplings: Iron body sleeve assembly, fabricated to match outside diameters of plain-end pressure pipes.

1. Sleeve: ASTM A 126, Class B, gray iron.
2. Followers: ASTM A 47 (ASTM A 47M), Grade 32510 or ASTM A 536 ductile iron.
3. Gaskets: Rubber.
4. Bolts and Nuts: AWWA C111.
5. Finish Enamel paint.

2.3 PIPING SPECIALTIES

A. Escutcheons: Manufactured wall, ceiling, and floor plates; deep-pattern type where required to conceal protruding fittings and sleeves.

B. Dielectric Fittings: Assembly or fitting having insulating material isolating joined dissimilar metals to prevent galvanic action.

1. Description: Combination of copper alloy and ferrous; threaded, solder, plain, and weld neck end types and matching piping system materials.

C. Sleeves: The following materials are for wall, floor, slab, and roof penetrations:

1. Steel Sheet-Metal: 24-gage (0.70mm) or heavier galvanized sheet metal, round tube closed with welded longitudinal joint

2. Steel Pipe: ASTM A 53, Type E, Grade A, Schedule 40, galvanized, plain ends.

2.4 GROUT

A. Non-shrink, Nonmetallic Grout: ASTM C 1107, Grade B.
   1. Characteristics: Post-hardening, volume-adjusting, dry, hydraulic-cement grout, non-staining, non-corrosive, nongaseous, and recommended for interior and exterior applications.
   2. Design Mix: 5000-psi (34.50mpa), 28-day compressive strength.
   3. Packaging: Premixed and factory-packaged.

PART 3 EXECUTION

3.1 PIPING SYSTEMS --COMMON REQUIREMENTS

A. General: Install piping as described below, except where system Sections specify otherwise. Individual piping system specification Sections in Division 22 specify piping installation requirements unique to the piping system.

B. General Locations and Arrangements: Drawings (plans, schematics, and diagrams) indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, and other design considerations. Install piping as indicated, except where deviations to layout are approved on coordination drawings.

C. Install components having pressure ratings equal to or greater than system operating pressure.

D. Install piping free of sags and bends.

E. Install exposed interior and exterior piping at right angles or parallel to building walls. Diagonal runs are prohibited, except where indicated.

F. Install piping tight to slabs, beams, joists, columns, walls, and other building elements. Allow sufficient space above removable ceiling panels to allow for ceiling panel removal.

G. Install piping to allow application of insulation plus 1-inch (25mm) clearance around insulation.

H. Locate groups of pipes parallel to each other, spaced to permit valve servicing.

I. Install fittings for changes in direction and branch connections.

J. Install couplings according to manufacturer’s printed instructions.

K. Install sleeves for pipes passing through concrete and masonry walls, concrete floor and roof slabs, and where indicated.

L. Install sleeves for pipes passing through concrete and masonry walls, gypsum-board partitions, concrete floor and roof slabs, and where indicated.

M. Fire Barrier Penetrations: Maintain indicated fire rating of walls, partitions, ceilings, and floors at pipe penetrations. Seal pipe penetrations with firestopping sealant material using methods approved by the Fire Marshall.

N. Verify final equipment locations for roughing in.

O. Refer to equipment specifications in other Sections for rough-in requirements.

P. Piping Joint Construction: Join pipe and fittings as follows and as specifically required in individual piping system Sections.

1. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.
2. Remove scale, slag, dirt, and debris from inside and outside of pipe and fittings before assembly.
3. Soldered Joints: Construct joints according to AWS “Soldering Manual,” Chapter 22 “The Soldering of Pipe and Tube.”
4. Brazed Joints: Construct joints according to AWS “Brazing Manual” in the “Pipe and Tube” chapter.
5. Threaded Joints: Thread pipe with tapered pipe threads according to ASME B1.20.1. Cut threads full and clean using sharp dies. Ream threaded pipe ends to remove burrs and restore full inside diameter. Join pipe fittings and valves as follows:
    a. Note the internal length of threads in fittings or valve ends, and proximity of internal seat or wall, to determine how far pipe should be threaded into joint.
    b. Apply appropriate tape or thread compound to external pipe threads (except where dry seal threading is specified).
    c. Align threads at point of assembly.
    d. Tighten joint with wrench. Apply wrench to valve end into which pipe is being threaded.
    e. Damaged Threads: Do not use pipe or pipe fittings having threads that are corroded or damaged. Do not use pipe sections that have cracked or open welds.
6. Welded Joints: Construct joints according to AWS D10.12 “Recommended Practices and Procedures for Welding Low Carbon Steel Pipe” using qualified processes and welding operators according to the “Quality Assurance” Article.
7. Flanged Joints: Align flange surfaces parallel. Select appropriate gasket material, size, type, and thickness for service application. Install gasket concentrically positioned. Assemble joints by sequencing bolt tightening to make initial contact of flanges and gaskets as flat and parallel as possible. Use suitable lubricants on bolt threads. Tighten bolts gradually and uniformly using torque wrench.

Q. Piping Connections: Except as otherwise indicated, make piping connections as specified below.

1. Install unions in piping 2 inches and smaller adjacent to each valve and at final connection to each piece of equipment having a 2-inch or smaller threaded pipe connection.
2. Install flanges in piping 2-1/2 inches and larger adjacent to flanged valves and at final connection to each piece of equipment having flanged pipe connection.
3. Dry Piping Systems (Gas, Compressed Air, and Vacuum): Install dielectric unions and flanges to connect piping materials of dissimilar metals.
4. Wet Piping Systems (Water and Steam): Install dielectric coupling and nipple fittings to connect piping materials of dissimilar metals.

3.2 EQUIPMENT INSTALLATION -- COMMON REQUIREMENTS

A. Install equipment to provide the maximum possible headroom where mounting heights are not indicated.

B. Install equipment according to approved submittal data. Portions of the Work are shown only in diagrammatic form. Refer conflicts to the Architect.

C. Install mechanical equipment to facilitate servicing, maintenance, and repair or replacement of equipment components. Connect equipment for ease of disconnecting, with minimum of interference with other installations. Extend grease fittings to an accessible location.

D. Install equipment giving right-of-way to piping systems installed at a required slope.

3.3 PAINTING AND FINISHING

A. Refer to Division 9 Section “Painting” for field painting requirements.

B. Damage and Touch Up: Repair marred and damaged factory-painted finishes with materials and procedures to match original factory finish.

3.4 CUTTING AND PATCHING

A. Install nonmetallic nonshrink grout for mechanical equipment base bearing surfaces, pump and other equipment base plates, and anchors. Mix grout according to manufacturer’s printed instructions.

B. Clean surfaces that will come into contact with grout.

C. Provide forms for placement of grout, as required.

D. Avoid air entrapment when placing grout.

E. Place grout to completely fill equipment bases.

F. Place grout on concrete bases to provide a smooth bearing surface for equipment.

G. Place grout around anchors.

H. Cure placed grout according to manufacturer’s printed instructions.

END OF SECTION

SECTION 22 05 29

HANGERS AND SUPPORTS FOR PLUMBING PIPING AND EQUIPMENT

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Metal pipe hangers and supports.
2. Trapeze pipe hangers.
3. Thermal-hanger shield inserts.
4. Fastener systems.

1.2 PERFORMANCE REQUIREMENTS

A. Structural Performance: Hangers and supports for plumbing piping shall withstand the effects of gravity loads and stresses within limits and under conditions indicated according to ASCE/SEI 7.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Welding certificates.

1.4 QUALITY ASSURANCE

A. Structural Steel Welding Qualifications: Qualify procedures and personnel according to AWS D1.1/D1.1M, "Structural Welding Code - Steel."

B. Pipe Welding Qualifications: Qualify procedures and operators according to ASME Boiler and Pressure Vessel Code.

PART 2 PRODUCTS

2.1 METAL PIPE HANGERS AND SUPPORTS

A. Carbon-Steel Pipe Hangers and Supports:
1. Description: MSS SP-58, Types 1 through 58, factory-fabricated components.
2. Galvanized Metallic Coatings: Pre-galvanized or hot dipped.
3. Nonmetallic Coatings: Plastic coating, jacket, or liner.
4. Padded Hangers: Hanger with fiberglass or other pipe insulation pad or cushion to support bearing surface of piping.
5. Hanger Rods: Continuous-thread rod, nuts, and washer made of carbon steel.

2.2 TRAPEZE PIPE HANGERS

A. Description: MSS SP-69, Type 59, shop- or field-fabricated pipe-support assembly made from structural carbon-steel shapes with MSS SP-58 carbon-steel hanger rods, nuts, saddles, and U-bolts.

2.3 THERMAL-HANGER SHIELD INSERTS

A. Insulation-Insert Material for Cold Piping: ASTM C 552, Type II cellular glass with 100-psig minimum compressive strength and vapor barrier.

B. For Trapeze or Clamped Systems: Insert and shield shall cover entire circumference of pipe.

C. For Clevis or Band Hangers: Insert and shield shall cover lower 180 degrees of pipe.

D. Insert Length: Extend 2 inches beyond sheet metal shield for piping operating below ambient air temperature.

2.4 FASTENER SYSTEMS

A. Mechanical-Expansion Anchors: Insert-wedge-type, stainless- steel anchors, for use in hardened portland cement concrete; with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

2.5 MISCELLANEOUS MATERIALS

A. Structural Steel: ASTM A 36/A 36M, carbon-steel plates, shapes, and bars; black and galvanized.

B. Grout: ASTM C 1107, factory-mixed and -packaged, dry, hydraulic-cement, nonshrink and nonmetallic grout; suitable for interior and exterior applications.

1. Properties: Nonstaining, noncorrosive, and nongaseous.
2. Design Mix: 5000-psi, 28-day compressive strength.

PART 3 EXECUTION

3.1 HANGER AND SUPPORT INSTALLATION

A. Metal Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Install hangers, supports, clamps, and attachments as required to properly support piping from the building structure.

B. Metal Trapeze Pipe-Hanger Installation: Comply with MSS SP-69 and MSS SP-89. Arrange for grouping of parallel runs of horizontal piping, and support together on field-fabricated trapeze pipe hangers.

1. Pipes of Various Sizes: Support together and space trapezes for smallest pipe size or install intermediate supports for smaller diameter pipes as specified for individual pipe hangers.
2. Field fabricate from ASTM A 36/A 36M, carbon-steel shapes selected for loads being supported. Weld steel according to AWS D1.1/D1.1M.

C. Thermal-Hanger Shield Installation: Install in pipe hanger or shield for insulated piping.

D. Fastener System Installation:
   1. Install mechanical-expansion anchors in concrete after concrete is placed and completely cured. Install fasteners according to manufacturer's written instructions.

E. Install hangers and supports complete with necessary attachments, inserts, bolts, rods, nuts, washers, and other accessories.

F. Install hangers and supports to allow controlled thermal and seismic movement of piping systems, to permit freedom of movement between pipe anchors, and to facilitate action of expansion joints, expansion loops, expansion bends, and similar units.

G. Install lateral bracing with pipe hangers and supports to prevent swaying.

H. Install building attachments within concrete slabs or attach to structural steel. Install additional attachments at concentrated loads, including valves, flanges, and strainers, NPS 2-1/2 and larger and at changes in direction of piping. Install concrete inserts before concrete is placed; fasten inserts to forms and install reinforcing bars through openings at top of inserts.

I. Load Distribution: Install hangers and supports so that piping live and dead loads and stresses from movement will not be transmitted to connected equipment.

J. Pipe Slopes: Install hangers and supports to provide indicated pipe slopes and to not exceed maximum pipe deflections allowed by ASME B31.9 for building services piping.

K. Insulated Piping:
   1. Attach clamps and spacers to piping.
      a. Piping Operating above Ambient Air Temperature: Clamp may project through insulation.
      b. Piping Operating below Ambient Air Temperature: Use thermal-hanger shield insert with clamp sized to match OD of insert.
      c. Do not exceed pipe stress limits allowed by ASME B31.9 for building services piping.
   2. Install MSS SP-58, Type 39, protection saddles if insulation without vapor barrier is indicated. Fill interior voids with insulation that matches adjoining insulation.
      a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
   3. Install MSS SP-58, Type 40, protective shields on cold piping with vapor barrier. Shields shall span an arc of 180 degrees.
      a. Option: Thermal-hanger shield inserts may be used. Include steel weight-distribution plate for pipe NPS 4 and larger if pipe is installed on rollers.
   4. Shield Dimensions for Pipe: Not less than the following:
      a. NPS 1/4 to NPS 3-1/2: 12 inches long and 0.048 inch thick.
      b. NPS 4: 12 inches long and 0.06 inch thick.
   5. Thermal-Hanger Shields: Install with insulation same thickness as piping insulation.

3.2 METAL FABRICATIONS

A. Cut, drill, and fit miscellaneous metal fabrications for trapeze pipe hangers.

B. Fit exposed connections together to form hairline joints. Field weld connections that cannot be shop welded because of shipping size limitations.

C. Field Welding: Comply with AWS D1.1/D1.1M procedures for shielded, metal arc welding; appearance and quality of welds; and methods used in correcting welding work; and with the following:

1. Use materials and methods that minimize distortion and develop strength and corrosion resistance of base metals.
2. Obtain fusion without undercut or overlap.
3. Remove welding flux immediately.
4. Finish welds at exposed connections so no roughness shows after finishing and so contours of welded surfaces match adjacent contours.

3.3 ADJUSTING

A. Hanger Adjustments: Adjust hangers to distribute loads equally on attachments and to achieve indicated slope of pipe.

B. Trim excess length of continuous-thread hanger and support rods to 1-1/2 inches.

3.4 PAINTING

A. Touchup: Clean field welds and abraded areas of shop paint. Paint exposed areas immediately after erecting hangers and supports. Use same materials as used for shop painting. Comply with SSPC-PA 1 requirements for touching up field-painted surfaces.

1. Apply paint by brush or spray to provide a minimum dry film thickness of 2.0 mils.

B. Touchup: Cleaning and touchup painting of field welds, bolted connections, and abraded areas of shop paint on miscellaneous metal are specified in Division 09 painting Sections.

C. Galvanized Surfaces: Clean welds, bolted connections, and abraded areas and apply galvanizing-repair paint to comply with ASTM A 780.

END OF SECTION

SECTION 22 07 19

PLUMBING PIPING INSULATION

PART 1 GENERAL

1.1 SUMMARY

A. Section includes insulating the following plumbing piping services:
   1. Domestic Hot Water piping.
   2. Heating Hot Water piping.
   3. Roof drains and rainwater leaders.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84 by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.
   1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.

PART 2 PRODUCTS

2.1 INSULATION MATERIALS

A. Comply with insulation requirements in Plumbing Material Specification on plans.

B. Products shall not contain formaldehyde, asbestos, lead, mercury, or mercury compounds.

C. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

D. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

E. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

F. Cellular Glass: Inorganic, incombustible, foamed or cellulated glass with annealed, rigid, hermetically sealed cells. Factory-applied jacket requirements are specified in "Factory-Applied Jackets" Article.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Pittsburgh Corning Corporation; Foamglas.
   2. Special-Shaped Insulation: ASTM C 552, Type III.

3. Preformed Pipe Insulation with Factory-Applied ASJ: Comply with ASTM C 552, Type II, Class 2.
4. Factory fabricate shapes according to ASTM C 450 and ASTM C 585.

G. Flexible Elastomeric Insulation: Closed-cell, sponge- or expanded-rubber materials. Comply with ASTM C 534, Type I for tubular materials.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
a. Aeroflex USA, Inc.; Aerocel.
b. Armacell LLC; AP Armaflex.
c. K-Flex USA; Insul-Lock, Insul-Tube, and K-FLEX LS.

2.2 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated, unless otherwise indicated.

B. Cellular-Glass Adhesive: Two-component, thermosetting urethane adhesive containing no flammable solvents, with a service temperature range of minus 100 to plus 200 deg F.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 81-84.
2. For indoor applications, use adhesive that has a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

C. Flexible Elastomeric and Polyolefin Adhesive: Comply with MIL-A-24179A, Type II, Class I.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
a. Aeroflex USA, Inc.; Aeroseal.
b. Armacell LLC; Armaflex 520 Adhesive.
c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-75.
d. K-Flex USA; R-373 Contact Adhesive.

D. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
b. Eagle Bridges - Marathon Industries; 225.
c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-20.
d. Mon-Eco Industries, Inc.; 22-25.

2.3 SEALANTS

A. Joint Sealants:

1. Joint Sealants for Cellular-Glass Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
   b. Eagle Bridges - Marathon Industries; 405.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Permanently flexible, elastomeric sealant.
4. Service Temperature Range: Minus 100 to plus 300 deg F.
5. Color: White or gray.

B. ASJ Flashing Sealants, and Vinyl, PVDC, and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.
2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: White.

2.4 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:

1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.

PART 3 EXECUTION

3.1 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of piping including fittings, valves, and specialties.

B. Install insulation materials, forms, vapor barriers or retarders, jackets, and thicknesses required for each item of pipe system as specified in plan schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Do not weld brackets, clips, or other attachment devices to piping, fittings, and specialties.

G. Keep insulation materials dry during application and finishing.

H. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

I. Install insulation with least number of joints practical.

J. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
   1. Install insulation continuously through hangers and around anchor attachments.
   2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
   3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.
   4. Cover inserts with jacket material matching adjacent pipe insulation. Install shields over jacket, arranged to protect jacket from tear or puncture by hanger, support, and shield.

K. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

L. Install insulation with factory-applied jackets as follows:
   1. Draw jacket tight and smooth.
   2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
   3. Overlap jacket longitudinal seams at least 1-1/2 inches. Install insulation with longitudinal seams at bottom of pipe. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 2 inches o.c.
      a. For below-ambient services, apply vapor-barrier mastic over staples.
   4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.

M. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

N. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

O. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.3 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.
   1. Seal penetrations with flashing sealant.
   2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
   3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
   4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

C. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Install insulation continuously through penetrations of fire-rated walls and partitions.
   1. Comply with requirements in Division 07 Section "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

D. Insulation Installation at Floor Penetrations:
   1. Pipe: Install insulation continuously through floor penetrations.
   2. Seal penetrations through fire-rated assemblies. Comply with requirements in Division 07 Section "Penetration Firestopping."

3.4 GENERAL PIPE INSULATION INSTALLATION

A. Requirements in this article generally apply to all insulation materials except where more specific requirements are specified in various pipe insulation material installation articles.

B. Insulation Installation on Fittings, Valves, Strainers, Flanges, and Unions:
   1. Install insulation over fittings, valves, strainers, flanges, unions, and other specialties with continuous thermal and vapor-retarder integrity unless otherwise indicated.
   2. Insulate pipe elbows using preformed fitting insulation or mitered fittings made from same material and density as adjacent pipe insulation. Each piece shall be butted tightly against adjoining piece and bonded with adhesive. Fill joints, seams, voids, and irregular surfaces with insulating cement finished to a smooth, hard, and uniform contour that is uniform with adjoining pipe insulation.
   3. Insulate tee fittings with preformed fitting insulation or sectional pipe insulation of same material and thickness as used for adjacent pipe. Cut sectional pipe insulation to fit. Butt each section closely to the next and hold in place with tie wire. Bond pieces with adhesive.
   4. Insulate valves using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. For valves, insulate up to and including the bonnets, valve stuffing-box studs, bolts, and nuts. Fill joints, seams, and irregular surfaces with insulating cement.
   5. Insulate strainers using preformed fitting insulation or sectional pipe insulation of same material, density, and thickness as used for adjacent pipe. Overlap adjoining pipe

insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker. Fill joints, seams, and irregular surfaces with insulating cement. Insulate strainers so strainer basket flange or plug can be easily removed and replaced without damaging the insulation and jacket. Provide a removable reusable insulation cover. For below-ambient services, provide a design that maintains vapor barrier.

6. Insulate flanges and unions using a section of oversized preformed pipe insulation. Overlap adjoining pipe insulation by not less than two times the thickness of pipe insulation, or one pipe diameter, whichever is thicker.
7. Cover segmented insulated surfaces with a layer of finishing cement and coat with a mastic. Install vapor-barrier mastic for below-ambient services and a breather mastic for above-ambient services. Reinforce the mastic with fabric-reinforcing mesh. Trowel the mastic to a smooth and well-shaped contour.
8. Stencil or label the outside insulation jacket of each union with the word "union." Match size and color of pipe labels.

C. Insulate instrument connections for thermometers, pressure gages, pressure temperature taps, test connections, flow meters, sensors, switches, and transmitters on insulated pipes. Shape insulation at these connections by tapering it to and around the connection with insulating cement and finish with finishing cement, mastic, and flashing sealant.

3.5 INSTALLATION OF CELLULAR-GLASS INSULATION

A. Insulation Installation on Straight Pipes and Tubes:

1. Secure each layer of insulation to pipe with wire or bands and tighten bands without deforming insulation materials.
2. Where vapor barriers are indicated, seal longitudinal seams, end joints, and protrusions with vapor-barrier mastic and joint sealant.
3. For insulation with factory-applied jackets on above-ambient services, secure laps with outward clinched staples at 6 inches o.c.
4. For insulation with factory-applied jackets on below-ambient services, do not staple longitudinal tabs. Instead, secure tabs with additional adhesive as recommended by insulation material manufacturer and seal with vapor-barrier mastic and flashing sealant.

B. Insulation Installation on Pipe Flanges:

1. Install preformed pipe insulation to outer diameter of pipe flange.
2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of cellular-glass block insulation of same thickness as pipe insulation.
4. Install jacket material with manufacturer's recommended adhesive, overlap seams at least 1 inch, and seal joints with flashing sealant.

C. Insulation Installation on Pipe Fittings and Elbows:

1. Install preformed sections of same material as straight segments of pipe insulation when available. Secure according to manufacturer's written instructions.
2. When preformed sections of insulation are not available, install mitered sections of

cellular-glass insulation. Secure insulation materials with wire or bands.

D. Insulation Installation on Valves and Pipe Specialties:
   1. Install preformed sections of cellular-glass insulation to valve body.
   2. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
   3. Install insulation to flanges as specified for flange insulation application.

3.6 INSTALLATION OF FLEXIBLE ELASTOMERIC INSULATION

A. Seal longitudinal seams and end joints with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

B. Insulation Installation on Pipe Flanges:
   1. Install pipe insulation to outer diameter of pipe flange.
   2. Make width of insulation section same as overall width of flange and bolts, plus twice the thickness of pipe insulation.
   3. Fill voids between inner circumference of flange insulation and outer circumference of adjacent straight pipe segments with cut sections of sheet insulation of same thickness as pipe insulation.
   4. Secure insulation to flanges and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

C. Insulation Installation on Pipe Fittings and Elbows:
   1. Install mitered sections of pipe insulation.
   2. Secure insulation materials and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

D. Insulation Installation on Valves and Pipe Specialties:
   1. Install preformed valve covers manufactured of same material as pipe insulation when available.
   2. When preformed valve covers are not available, install cut sections of pipe and sheet insulation to valve body. Arrange insulation to permit access to packing and to allow valve operation without disturbing insulation.
   3. Install insulation to flanges as specified for flange insulation application.
   4. Secure insulation to valves and specialties and seal seams with manufacturer's recommended adhesive to eliminate openings in insulation that allow passage of air to surface being insulated.

3.7 PIPING INSULATION SCHEDULE, GENERAL

A. Acceptable preformed pipe and tubular insulation materials and thicknesses are identified for each piping system and pipe size range. If more than one material is listed for a piping system, selection from materials listed is Contractor's option.

B. Items Not Insulated: Unless otherwise indicated, do not install insulation on the following:
   1. Drainage piping located in crawl spaces.

2. Underground piping.
3. Chrome-plated pipes and fittings unless there is a potential for personnel injury.

3.8 INDOOR PIPING INSULATION SCHEDULE

A. Stormwater and Overflow: Insulation shall be the following:
   1. Flexible Elastomeric: 1 inch thick.

B. Roof Drain and Overflow Drain Bodies: Insulation shall be the following:
   1. Flexible Elastomeric: 1 inch thick.

END OF SECTION

SECTION 22 11 16

DOMESTIC WATER PIPING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:

1. Under-building slab and aboveground domestic water pipes, tubes, fittings, and specialties inside the building.
2. Specialty valves.
3. Flexible connectors.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

B. Comply with NSF 61 for potable domestic water piping and components.

PART 2 PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Piping Schedule" Article for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.2 COPPER TUBE AND FITTINGS

A. Hard Copper Tube: ASTM B 88, Type L water tube, drawn temper.

1. Cast-Copper Solder-Joint Fittings: ASME B16.18, pressure fittings.
2. Wrought-Copper Solder-Joint Fittings: ASME B16.22, wrought-copper pressure fittings.
3. Bronze Flanges: ASME B16.24, Class 150, with solder-joint ends.
4. Copper Unions: MSS SP-123, cast-copper-alloy, hexagonal-stock body, with ball-and-socket, metal-to-metal seating surfaces, and solder-joint or threaded ends.

2.3 PIPING JOINING MATERIALS

A. Pipe-Flange Gasket Materials: AWWA C110, rubber, flat face, 1/8 inch thick or ASME B16.21, nonmetallic and asbestos free, unless otherwise indicated; full-face or ring type unless otherwise indicated.

B. Metal, Pipe-Flange Bolts and Nuts: ASME B18.2.1, carbon steel unless otherwise indicated.

C. Solder Filler Metals: ASTM B 32, lead-free alloys. Include water-flushable flux according to ASTM B 813.

D. Brazing Filler Metals: AWS A5.8/A5.8M, BCuP Series, copper-phosphorus alloys for

general-duty brazing unless otherwise indicated.

2.4 DIELECTRIC FITTINGS

A. General Requirements: Assembly of copper alloy and ferrous materials or ferrous material body with separating nonconductive insulating material suitable for system fluid, pressure, and temperature.

B. Dielectric Unions:
   1. Description:
      a. Pressure Rating: 150 psig at 180 deg F.
      b. End Connections: Solder-joint copper alloy and threaded ferrous.

C. Dielectric Flanges:
   1. Description:
      a. Factory-fabricated, bolted, companion-flange assembly.
      b. Pressure Rating: 150 psig.
      c. End Connections: Solder-joint copper alloy and threaded ferrous; threaded solder-joint copper alloy and threaded ferrous.

2.5 FLEXIBLE CONNECTORS

A. Stainless-Steel-Hose Flexible Connectors: Corrugated-stainless-steel tubing with stainless-steel wire-braid covering and ends welded to inner tubing.
   1. Working-Pressure Rating: Minimum 200 psig.
   2. End Connections NPS 2 and Smaller: Threaded steel-pipe nipple.
   3. End Connections NPS 2-1/2 and Larger: Flanged steel nipple.

PART 3 EXECUTION

3.1 EARTHWORK

A. Comply with requirements in Division 31 Section "Earth Moving" for excavating, trenching, and backfilling.

3.2 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of domestic water piping. Indicated locations and arrangements are used to size pipe and calculate friction loss, expansion, and other design considerations. Install piping as indicated unless deviations to layout are approved on Coordination Drawings.

B. Install copper tubing under building slab according to CDA's "Copper Tube Handbook."

C. Install shutoff valve, hose-end drain valve, strainer, pressure gage, and test tee with valve, inside the building at each domestic water service entrance.

D. Install shutoff valve immediately upstream of each dielectric fitting.

E. Install domestic water piping level and plumb.

F. Install piping concealed from view and protected from physical contact by building occupants unless otherwise indicated and except in equipment rooms and service areas.

G. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

H. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal, and coordinate with other services occupying that space.

I. Install piping adjacent to equipment and specialties to allow service and maintenance.

J. Install piping to permit valve servicing.

K. Install nipples, unions, special fittings, and valves with pressure ratings the same as or higher than system pressure rating used in applications below unless otherwise indicated.

L. Install piping free of sags and bends.

M. Install fittings for changes in direction and branch connections.

N. Install unions in copper tubing at final connection to each piece of equipment, machine, and specialty.

O. Install pressure gages on suction and discharge piping from each plumbing pump and packaged booster pump.

P. Install sleeves for piping penetrations of walls, ceilings, and floors.

Q. Install sleeve seals for piping penetrations of concrete walls and slabs.

3.3 JOINT CONSTRUCTION

A. Ream ends of pipes and tubes and remove burrs. Bevel plain ends of steel pipe.

B. Remove scale, slag, dirt, and debris from inside and outside of pipes, tubes, and fittings before assembly.

C. Brazed Joints: Join copper tube and fittings according to CDA's "Copper Tube Handbook," "Brazed Joints" Chapter.

D. Soldered Joints: Apply ASTM B 813, water-flushable flux to end of tube. Join copper tube and fittings according to ASTM B 828 or CDA's "Copper Tube Handbook."

3.4 VALVE INSTALLATION

A. General-Duty Valves: Comply with requirements in Division 22 Section "General-Duty Valves for Plumbing Piping" for valve installations.

B. Install shutoff valve close to water main on each branch and riser serving plumbing fixtures or equipment, on each water supply to equipment, and on each water supply to plumbing fixtures that do not have supply stops. Use ball or gate valves for piping NPS 2 and smaller. Use butterfly or gate valves for piping NPS 2-1/2 and larger.

C. Install drain valves for equipment at base of each water riser, at low points in horizontal piping, and where required to drain water piping.

1. Hose-End Drain Valves: At low points in water mains, risers, and branches.

D. Install balancing valve in each hot-water circulation return branch and discharge side of each pump and circulator. Set balancing valves partly open to restrict but not stop flow. Use ball valves for piping NPS 2 and smaller and butterfly valves for piping NPS 2-1/2 and larger.

3.5 FLEXIBLE CONNECTOR INSTALLATION

A. Install flexible connectors in suction and discharge manifold connections to each domestic water booster pump.

B. Install bronze-hose flexible connectors in copper domestic water tubing.

3.6 HANGER AND SUPPORT INSTALLATION

A. Comply with requirements in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment" for pipe hanger and support products and installation.
   1. Vertical Piping: MSS Type 8 or 42, clamps.
   2. Individual, Straight, Horizontal Piping Runs:
      a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
      b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
   3. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Support vertical piping and tubing at base and at each floor.

C. Rod diameter may be reduced one size for double-rod hangers, to a minimum of 3/8 inch.

D. Install hangers for copper tubing with the following maximum horizontal spacing and minimum rod diameters:
   1. NPS 3/4 and Smaller: 60 inches with 3/8-inch rod.
   2. NPS 1 and NPS 1-1/4: 72 inches with 3/8-inch rod.
   3. NPS 1-1/2 and NPS 2: 96 inches with 3/8-inch rod.
   4. NPS 2-1/2: 108 inches with 1/2-inch rod.
   5. NPS 3 to NPS 5: 10 feet with 1/2-inch rod.

E. Install supports for vertical copper tubing every 10 feet.

F. Refer to plans for hanger details. Comply with this section or the plans, whichever is more stringent.

3.7 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment and machines to allow service and maintenance.

C. Connect domestic water piping to exterior water-service piping. Use transition fitting to join dissimilar piping materials.

D. Connect domestic water piping to water-service piping with shutoff valve; extend and connect to the following:

1. Domestic Water Booster Pumps: Cold-water suction and discharge piping.

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Piping Inspections:

1. Do not enclose, cover, or put piping into operation until it has been inspected and approved by authorities having jurisdiction.
2. During installation, notify authorities having jurisdiction at least one day before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction:
   a. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
   b. Final Inspection: Arrange final inspection for authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.
3. Reinspection: If authorities having jurisdiction find that piping will not pass tests or inspections, make required corrections and arrange for reinspection.
4. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

C. Piping Tests:

1. Fill domestic water piping. Check components to determine that they are not air bound and that piping is full of water.
2. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit a separate report for each test, complete with diagram of portion of piping tested.
3. Leave new, altered, extended, or replaced domestic water piping uncovered and unconcealed until it has been tested and approved. Expose work that was covered or concealed before it was tested.
4. Cap and subject piping to static water pressure of 50 psig above operating pressure, without exceeding pressure rating of piping system materials. Isolate test source and allow to stand for four hours. Leaks and loss in test pressure constitute defects that must be repaired.
5. Repair leaks and defects with new materials and retest piping or portion thereof until satisfactory results are obtained.
6. Prepare reports for tests and for corrective action required.

D. Domestic water piping will be considered defective if it does not pass tests and inspections.

E. Prepare test and inspection reports.

3.9 CLEANING

A. Clean and disinfect potable domestic water piping as follows:

1. Purge new piping and parts of existing piping that have been altered, extended, or repaired before using.
2. Use purging and disinfecting procedures prescribed by authorities having jurisdiction; if

methods are not prescribed, use procedures described in either AWWA C651 or AWWA C652 or follow procedures described below:

a. Flush piping system with clean, potable water until dirty water does not appear at outlets.

b. Fill and isolate system according to either of the following:

   1) Fill system or part thereof with water/chlorine solution with at least 50 ppm of chlorine. Isolate with valves and allow to stand for 24 hours.

   2) Fill system or part thereof with water/chlorine solution with at least 200 ppm of chlorine. Isolate and allow to stand for three hours.

c. Flush system with clean, potable water until no chlorine is in water coming from system after the standing time.

d. Submit water samples in sterile bottles to authorities having jurisdiction. Repeat procedures if biological examination shows contamination.

B. Prepare and submit reports of purging and disinfecting activities.

C. Clean interior of domestic water piping system. Remove dirt and debris as work progresses.

END OF SECTION

SECTION 23 13 16

SANITARY WASTE AND VENT PIPING

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Pipe, tube, and fittings.
2. Specialty pipe fittings.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated.

1.3 QUALITY ASSURANCE

A. Piping materials shall bear label, stamp, or other markings of specified testing agency.

PART 2 PRODUCTS

2.1 PIPING MATERIALS

A. Comply with requirements in "Pipe Material Schedule" on the plans.

2.2 SPECIALTY PIPE FITTINGS

A. Transition Couplings:
1. General Requirements: Fitting or device for joining piping with small differences in OD's or of different materials. Include end connections same size as and compatible with pipes to be joined.
2. Fitting-Type Transition Couplings: Manufactured piping coupling or specified piping system fitting.
3. Unshielded, Nonpressure Transition Couplings:
a. Standard: ASTM C 1173.
b. Description: Elastomeric, sleeve-type, reducing or transition pattern. Include shear ring and corrosion-resistant-metal tension band and tightening mechanism on each end.
c. Sleeve Materials:
1) For Cast-Iron Soil Pipes: ASTM C 564, rubber.
2) For Dissimilar Pipes: ASTM D 5926, PVC or other material compatible with pipe materials being joined.

PART 3 EXECUTION

3.1 EARTH MOVING

A. Comply with requirements for excavating, trenching, and backfilling specified in Division 31.

3.2 PIPING INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of piping systems. Indicated locations and arrangements were used to size pipe and calculate friction loss, expansion, pump sizing, and other design considerations. Install piping as indicated unless deviations to layout are approved on coordination drawings.

B. Install piping in concealed locations unless otherwise indicated and except in equipment rooms and service areas.

C. Install piping indicated to be exposed and piping in equipment rooms and service areas at right angles or parallel to building walls. Diagonal runs are prohibited unless specifically indicated otherwise.

D. Install piping above accessible ceilings to allow sufficient space for ceiling panel removal.

E. Install piping at indicated slopes.

F. Install piping free of sags and bends.

G. Install fittings for changes in direction and branch connections.

H. Make changes in direction for soil and waste drainage and vent piping using appropriate branches, bends, and long-sweep bends. Sanitary tees and short-sweep 1/4 bends may be used on vertical stacks if change in direction of flow is from horizontal to vertical. Use long-turn, double Y-branch and 1/8-bend fittings if two fixtures are installed back to back or side by side with common drain pipe. Straight tees, elbows, and crosses may be used on vent lines. Do not change direction of flow more than 90 degrees. Use proper size of standard increasers and reducers if pipes of different sizes are connected. Reducing size of drainage piping in direction of flow is prohibited.

I. Lay buried building drainage piping beginning at low point of each system. Install true to grades and alignment indicated, with unbroken continuity of invert. Place hub ends of piping upstream. Install required gaskets according to manufacturer's written instructions for use of lubricants, cements, and other installation requirements. Maintain swab in piping and pull past each joint as completed.

J. Install soil and waste drainage and vent piping at the following minimum slopes unless otherwise indicated:

1. Building Sanitary Drain: 2 percent downward in direction of flow for piping NPS 3 and smaller; 1 percent downward in direction of flow for piping NPS 4 and larger.
2. Horizontal Sanitary Drainage Piping: 2 percent downward in direction of flow.
3. Vent Piping: 1 percent down toward vertical fixture vent or toward vent stack.

K. Install cast-iron soil piping according to CISPI's "Cast Iron Soil Pipe and Fittings Handbook," Chapter IV, "Installation of Cast Iron Soil Pipe and Fittings."

L. Plumbing Specialties:

1. Install cleanouts at grade and extend to where building sanitary drains connect to building sanitary sewers in sanitary drainage gravity-flow piping. Comply with requirements for cleanouts specified in Division 22 Section "Sanitary Waste Piping Specialties."
2. Install drains in sanitary drainage gravity-flow piping. Comply with requirements for

drains specified in Division 22 Section "Sanitary Waste Piping Specialties."

M. Do not enclose, cover, or put piping into operation until it is inspected and approved by authorities having jurisdiction.

3.3 JOINT CONSTRUCTION

A. Join hubless, cast-iron soil piping according to CISPI 310 and CISPI's "Cast Iron Soil Pipe and Fittings Handbook" for hubless-piping coupling joints.

3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with requirements for pipe hanger and support devices and installation specified in Division 22 Section "Hangers and Supports for Plumbing Piping and Equipment."
   1. Install carbon-steel pipe hangers for horizontal and vertical piping
   2. Vertical Piping: MSS Type 8 or Type 42, clamps.
   3. Install individual, straight, horizontal piping runs:
      a. 100 Feet and Less: MSS Type 1, adjustable, steel clevis hangers.
      b. Longer Than 100 Feet: MSS Type 43, adjustable roller hangers.
   4. Multiple, Straight, Horizontal Piping Runs 100 Feet or Longer: MSS Type 44, pipe rolls. Support pipe rolls on trapeze.
   5. Base of Vertical Piping: MSS Type 52, spring hangers.

B. Support horizontal piping and tubing within 12 inches of each fitting and coupling.

C. Support vertical piping and tubing at base and at each floor.

D. Rod diameter may be reduced one size for double-rod hangers, with 3/8-inch minimum rods.

E. Install hangers for cast-iron soil piping with the following maximum horizontal spacing and minimum rod diameters:
   1. NPS 1-1/2 and NPS 2: 60 inches with 3/8-inch rod.
   2. NPS 3: 60 inches with 1/2-inch rod.
   3. NPS 4 and NPS 5: 60 inches with 5/8-inch rod.
   4. NPS 6 and NPS 8: 60 inches with 3/4-inch rod.
   5. Spacing for 10-foot lengths may be increased to 10 feet. Spacing for fittings is limited to 60 inches.

F. Install supports for vertical cast-iron soil piping every 15 feet.

G. Refer to plans for hanger details. Comply with this section or the plans, whichever is more stringent.

3.5 CONNECTIONS

A. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Connect soil and waste piping to exterior sanitary sewerage piping. Use transition fitting to join dissimilar piping materials.

C. Connect drainage and vent piping to the following:

1. Plumbing Fixtures: Connect drainage piping in sizes indicated, but not smaller than required by plumbing code.
2. Plumbing Fixtures and Equipment: Connect atmospheric vent piping in sizes indicated, but not smaller than required by authorities having jurisdiction.
3. Plumbing Specialties: Connect drainage and vent piping in sizes indicated, but not smaller than required by plumbing code.
4. Install test tees (wall cleanouts) in conductors near floor and floor cleanouts with cover flush with floor.

3.6 FIELD QUALITY CONTROL

A. During installation, notify authorities having jurisdiction at least 24 hours before inspection must be made. Perform tests specified below in presence of authorities having jurisdiction.
   1. Roughing-in Inspection: Arrange for inspection of piping before concealing or closing-in after roughing-in and before setting fixtures.
   2. Final Inspection: Arrange for final inspection by authorities having jurisdiction to observe tests specified below and to ensure compliance with requirements.

B. Reinspection: If authorities having jurisdiction find that piping will not pass test or inspection, make required corrections and arrange for reinspection.

C. Reports: Prepare inspection reports and have them signed by authorities having jurisdiction.

D. Test sanitary drainage and vent piping according to procedures of authorities having jurisdiction or, in absence of published procedures, as follows:
   1. Test for leaks and defects in new piping and parts of existing piping that have been altered, extended, or repaired. If testing is performed in segments, submit separate report for each test, complete with diagram of portion of piping tested.
   2. Leave uncovered and unconcealed new, altered, extended, or replaced drainage and vent piping until it has been tested and approved. Expose work that was covered or concealed before it was tested.
   3. Roughing-in Plumbing Test Procedure: Test drainage and vent piping except outside leaders on completion of roughing-in. Close openings in piping system and fill with water to point of overflow, but not less than 10-foot head of water. From 15 minutes before inspection starts to completion of inspection, water level must not drop. Inspect joints for leaks.
   4. Finished Plumbing Test Procedure: After plumbing fixtures have been set and traps filled with water, test connections and prove they are gastight and watertight. Plug vent-stack openings on roof and building drains where they leave building. Introduce air into piping system equal to pressure of 1-inch wg. Use U-tube or manometer inserted in trap of water closet to measure this pressure. Air pressure must remain constant without introducing additional air throughout period of inspection. Inspect plumbing fixture connections for gas and water leaks.
   5. Repair leaks and defects with new materials and retest piping, or portion thereof, until satisfactory results are obtained.
   6. Prepare reports for tests and required corrective action.

3.7 CLEANING AND PROTECTION

A. Clean interior of piping. Remove dirt and debris as work progresses.

B. Protect drains during remainder of construction period to avoid clogging with dirt and debris and to prevent damage from traffic and construction work.

C. Place plugs in ends of uncompleted piping at end of day and when work stops.

END OF SECTION

SECTION 22 13 19

SANITARY WASTE PIPING SPECIALTIES

PART 1 GENERAL

1.1 SUMMARY

A. This Section includes the following sanitary drainage piping specialties:
   1. Cleanouts.
   2. Floor drains.
   3. Roof flashing assemblies.
   4. Miscellaneous sanitary drainage piping specialties.
   5. Flashing materials.

1.2 SUBMITTALS

A. Product Data: For each type of product indicated. Include rated capacities, operating characteristics, and accessories for grease interceptors.

1.3 QUALITY ASSURANCE

A. Drainage piping specialties shall bear label, stamp, or other markings of specified testing agency.

PART 2 PRODUCTS

2.1 CLEANOUTS

A. Cast-Iron Floor Cleanouts:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
      b. Watts Drainage Products Inc.
      c. Zurn Plumbing Products Group; Specification Drainage Operation.
   2. Standard: ASME A112.36.2M for threaded, adjustable housing cleanout.
   3. Size: Same as connected branch.
   4. Type: Threaded, adjustable housing.
   5. Body or Ferrule: Cast iron.
   6. Outlet Connection: Threaded.
   7. Closure: Brass plug with straight threads and gasket.
   8. Adjustable Housing Material: Cast iron with.
   9. Frame and Cover Material and Finish: Nickel-bronze, copper alloy.
   10. Frame and Cover Shape: Round.

11. Top Loading Classification: Medium Duty.
12. Riser: ASTM A 74, Service class, cast-iron drainage pipe fitting and riser to cleanout.

B. Cast-Iron Wall Cleanouts:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
      b. Watts Drainage Products Inc.
      c. Zurn Plumbing Products Group; Specification Drainage Operation.
   2. Standard: ASME A112.36.2M. Include wall access.
   3. Size: Same as connected drainage piping.
   4. Body: Hubless, cast-iron soil pipe test tee as required to match connected piping.
   5. Closure: Drilled-and-threaded plug.
   6. Closure Plug Size: Same as or not more than one size smaller than cleanout size.
   7. Wall Access: Round, flat, chrome-plated brass or stainless-steel cover plate with screw.

2.2 FLOOR DRAINS

A. Cast-Iron Floor Drains:
   1. Available Manufacturers: Subject to compliance with requirements, manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      a. Smith, Jay R. Mfg. Co.; Division of Smith Industries, Inc.
      b. Watts Drainage Products Inc.
      c. Zurn Plumbing Products Group; Specification Drainage Operation.
   2. Standard: ASME A112.6.3.
   3. Pattern: Floor drain.
   4. Body Material: Gray iron.
   5. Outlet: Bottom.
   6. Coating on Interior and Exposed Exterior Surfaces: Acid-resistant enamel.
   7. Top Material: Nickel bronze.
   8. Top Shape: Round.
   9. Top Loading Classification: Light Duty.
   10. Trap Material: Cast iron.
   11. Trap Pattern: Standard P-trap.

2.3 FLASHING MATERIALS

A. Lead Sheet: ASTM B 749, Type L51121, copper bearing, with the following minimum weights and thicknesses, unless otherwise indicated:
   1. General Use: 4.0-lb/sq. ft., 0.0625-inch thickness.
   2. Vent Pipe Flashing: 3.0-lb/sq. ft., 0.0469-inch thickness.
   3. Burning: 6-lb/sq. ft., 0.0938-inch thickness.

B. Fasteners: Metal compatible with material and substrate being fastened.

C. Metal Accessories: Sheet metal strips, clamps, anchoring devices, and similar accessory units required for installation; matching or compatible with material being installed.

D. Solder: ASTM B 32, lead-free alloy.

E. Bituminous Coating: SSPC-Paint 12, solvent-type, bituminous mastic.

PART 3 EXECUTION

3.1 INSTALLATION

A. Install cleanouts in aboveground piping and building drain piping according to the following, unless otherwise indicated:
   1. Size same as drainage piping up to NPS 4. Use NPS 4 for larger drainage piping unless larger cleanout is indicated.
   2. Locate at each change in direction of piping greater than 45 degrees.
   3. Locate at minimum intervals of 50 feet for piping NPS 4 and smaller and 100 feet for larger piping.
   4. Locate at base of each vertical soil and waste stack.

B. For floor cleanouts for piping below floors, install cleanout deck plates with top flush with finished floor.

C. For cleanouts located in concealed piping, install cleanout wall access covers, of types indicated, with frame and cover flush with finished wall.

D. Install floor drains at low points of surface areas to be drained. Set grates of drains flush with finished floor, unless otherwise indicated.
   1. Position floor drains for easy access and maintenance.
   2. Set floor drains below elevation of surrounding finished floor to allow floor drainage. Set with grates depressed according to the following drainage area radii:
      a. Radius, 30 Inches or Less: Equivalent to 1 percent slope, but not less than 1/4-inch total depression.
      b. Radius, 30 to 60 Inches: Equivalent to 1 percent slope.
      c. Radius, 60 Inches or Larger: Equivalent to 1 percent slope, but not greater than 1-inch total depression.
   3. Install floor-drain flashing collar or flange so no leakage occurs between drain and adjoining flooring. Maintain integrity of waterproof membranes where penetrated.
   4. Install individual traps for floor drains connected to sanitary building drain, unless

otherwise indicated.

E. Install air-gap fittings on draining-type backflow preventers and on indirect-waste piping discharge into sanitary drainage system.

3.2 CONNECTIONS

A. Piping installation requirements are specified in other Division 22 Sections. Drawings indicate general arrangement of piping, fittings, and specialties.

B. Install piping adjacent to equipment to allow service and maintenance.

3.3 FLASHING INSTALLATION

A. Fabricate flashing from single piece unless large pans, sumps, or other drainage shapes are required. Join flashing according to the following if required:

1. Lead Sheets: Burn joints of lead sheets 6.0-lb/sq. ft., 0.0938-inch thickness or thicker. Solder joints of lead sheets 4.0-lb/sq. ft., 0.0625-inch thickness or thinner.

B. Install sheet flashing on pipes, sleeves, and specialties passing through or embedded in floors and roofs with waterproof membrane.

1. Pipe Flashing: Sleeve type, matching pipe size, with minimum length of 10 inches, and skirt or flange extending at least 8 inches around pipe.
2. Sleeve Flashing: Flat sheet, with skirt or flange extending at least 8 inches around sleeve.
3. Embedded Specialty Flashing: Flat sheet, with skirt or flange extending at least 8 inches around specialty.

C. Set flashing on floors and roofs in solid coating of bituminous cement.

D. Secure flashing into sleeve and specialty clamping ring or device.

E. Install flashing for piping passing through roofs with counterflashing or commercially made flashing fittings, according to Division 07 Section "Sheet Metal Flashing and Trim."

F. Extend flashing up vent pipe passing through roofs and turn down into pipe, or secure flashing into cast-iron sleeve having calking recess.

3.4 PROTECTION

A. Protect drains during remainder of construction period to avoid clogging with dirt or debris and to prevent damage from traffic or construction work.

B. Place plugs in ends of uncompleted piping at end of each day or when work stops.

END OF SECTION

SECTION 22 40 00

PLUMBING

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. The requirements of the GENERAL CONDITIONS, SUPPLEMENTAL CONDITIONS, and DIVISION 1, GENERAL REQUIREMENTS, apply to the work of this SECTION.

1.2 SUMMARY

A. Provide plumbing where shown on the Drawings, as specified herein, and as needed for a complete and proper installation including, but not necessarily limited to:

1. Domestic hot and cold water piping systems
2. Drain, waste, and vent systems
3. Drain piping systems

1.3 SUBMITTALS

A. Comply with pertinent provisions of Section 220500.

B. Record Drawings: At project closeout, submit Record Drawings of installed ductwork, duct accessories, and outlets and inlets in accordance with the requirements of Division 1.

C. Sterilization certificate:

1. Upon completion of water line sterilization, deliver to the Architect two copies of an acceptable “Certificate of Performance” for that activity.

1.4 QUALITY ASSURANCE

A. Use adequate numbers of skilled workmen who are thoroughly trained and experienced in the necessary crafts and who are completely familiar with the specified requirements and the methods needed for proper performance of the work of this Section.

B. Codes and regulations:

1. In addition to complying with the specified requirements, comply with pertinent regulations of governmental agencies having jurisdiction.
2. In the event of conflict between or among specified requirements and pertinent regulations, the more stringent requirement will govern when so directed by the Architect.

PART 2 PART 2 – PRODUCTS

2.1 PIPE SCHEDULE

A. Comply with requirements in "Plumbing Material Schedule" on plans for applications of pipe, tube, fitting materials, and joining methods for specific services, service locations, and pipe sizes.

2.2 MATERIALS

A. Galvanized or black steel pipe:
   1. Provide standard weight complying with ASTM A12.

B. Fittings:
   1. For copper lines, provide wrought copper fittings.
   2. For cast iron lines, provide service weight cast iron type fittings.
   3. For steel lines, provide malleable iron fittings

C. Unions:
   1. For copper lines, provide copper fittings.
   2. For connections in iron pipe lines 2-1/2” and smaller, provide ground joint brass-to-iron fittings.

D. Victaulic fittings may be used where permitted by code.

E. Strainers: Provide Y-pattern, 200# WOG, 20 mesh monel screen:
   1. 3” and smaller: Provide Crane #988-1/2 or equal, screwed.

F. Pressure regulators: Provide Mueller H-9000, or Wilkins series 500, all bronze.

G. Balancing cocks: Provide Bell & Gossett or equal.

2.3 FLASHING

A. Where pipes of this Section pass through the roof, flash with 24 gauge galvanized sheet metal, counter-flashing to be 24 gauge sheet metal.

2.4 PIPE HANGERS – SEE SECTION 220529 PIPE HANGERS AND SUPPORTS

2.5 CLEANOUTS

A. Exterior:
   1. Provide Smith #4253, Josam #8860 or equal with XH cast iron top in concrete areas.

B. Floors:
   1. Provide Smith #4023, Josam #8330 or equal with round nickel-bronze top in finished room floors.
   2. Provide Smith #4223, Josam #8090-CAL or equal with round cast iron top in unfinished room floors.
   3. Provide “flush-with-floor” type cleanouts, with adjustable watertight covers and integral anchorage flange with clamping collar where waterproofing membrane is used.

C. Finished walls:
   1. Provide Smith #4532, Josam #8790-4 or equal with round chrome plated or stainless steel access plate and screw.

D. Provide cleanout plugs of extra heavy bronze.

2.6 ACCESS BOXES

A. Walls:

1. Provide Smith #4730 or Josam #8650 with polished chrome plate face in tile walls.
2. Provide Smith #4760-AKL OR #4765-AKL, Josam #SLA or #SLB or equal paint-grade steel face and with Allen lock in walls of other finished rooms.

B. Ceilings:

1. Provide Acorn #8211-3-AKL, Josam #SLA or equal paint-grade steel face with Allen lock.

C. Floors:

1. Provide Smith #4910, Josam #8630-5 or equal with XH plain aluminum or nickel-bronze non-skid top.
2. Provide Smith #4920 or equal for floors covered with vinyl reinforced or pure vinyl tile.

D. Yard boxes:

1. Provide Brooks 36 HF, Frazer #2 or equal cast concrete boxes with cast iron rim and hinged self-closing cast iron lid marked GAS SHUTOFF or WATER, size 12” x 18” x 12”.

2.7 PRESSURE GAGES AND THERMOMETERS

A. Provide Marsh Quality Gages with 4-1/2” dial, gage cock, in type required. For pump suction, provide compound type.

B. Provide Trerice 9” BX series thermometers, straight, angle, or oblique as required, equipped with separable sockets and well. Provide extension necks as required on insulated line.

C. Arrange thermometers for easy reading from the floor.

2.8 TRAPS

A. For lavatories and sinks, except service sinks, provide Los Angeles pattern cast brass traps with brass nuts.

2.9 HANDICAPPED INSULATION

A. Where shown on the Drawings or required by governmental agencies having jurisdiction, at lavatories for handicapped persons, provide insulation on hot water supply, tailpiece, and trap.

2.10 FIXTURES AND EQUIPMENT

A. Provide plumbing fixture, trim, and equipment as shown on the Plumbing Fixture and Plumbing Equipment schedules on plans.

2.11 PIPE WRAPPING

A. Steel piping in concrete or underground:

1. Wrap with 20 mil tape
2. Fittings and other joints: Wrap in the field with 20 mil tape and primer.
3. Provide 50% overlap on tape weld rubber coating.

B. Testing:

1. Secure inspection and testing by an independent agency approved in advance by the Architect.

2.12 PIPE INSULATION

A. Provide thickness per plan schedules, 3 ½ pound per cubic foot fiberglass with all-service jacket (aluminum jacket with stainless steel bands outdoors) for the following services:

1. Domestic hot water supply and return
2. Medium pressure steam
3. Gravity and pumped condensate return

2.13 SLEEVES

A. Where pipes pass through concrete, masonry, or stud walls, or pass through ceilings, provide sleeve of the size required.

2.14 OTHER MATERIALS

A. Provide other materials, not specifically described but required for a complete and proper installation, as selected by the Contractor subject to the approval of the Architect.

PART 3 PART 3 – EXECUTION

3.1 SURFACE CONDITIONS

A. Examine the areas and conditions under which work of this Section will be performed. Correct conditions detrimental to timely and proper completion of the Work. Do not proceed until unsatisfactory conditions are corrected.

3.2 PLUMBING SYSTEM LAYOUT

A. Lay out the plumbing system in careful coordination with the Drawings, determining proper elevations for all components of the system and using only the minimum number of bends to produce a satisfactorily functioning system.

B. Follow the general layout shown on the Drawings in all cases except where other work may interfere.

C. Lay out pipes to fall within partition, wall, or roof cavities, and to not require furring other than as shown on the Drawings.

3.3 TRENCHING AND BACKFILLING

A. Perform trenching and backfilling associated with the work of this Section

B. Cut bottom of trenches to grade. Make trenches 12” wider than the greatest dimension of the pipe.

C. Bedding and backfilling:

1. Install piping promptly after trenching. Keep trenches open as short a time as practicable.

2. Under the building, install pipes on a 6” bed of damp sand. Backfill to bottom of slab with damp sand.
3. Outside the building, install underground piping on a 6” bed of damp sand. Backfill to within 12” of finish grade with damp sand. Backfill remainder with native soil.
4. Do not backfill until installation has been approved and until Project Record Documents have been properly annotated.

3.4 INSTALLATION OF PIPING AND EQUIPMENT, GENERAL

A. General:
1. Proceed as rapidly as the building construction will permit.
2. Thoroughly clean items before installation. Cap pipe openings to exclude dirt until fixtures are installed and final connections have been made.
3. Cut pipe accurately, and work into place without springing or forcing, properly clearing windows, doors, and other openings. Excessive cutting or other weakening of the building will not be permitted.
4. Show no tool marks or threads on exposed plated, polished, or enameled connections from fixtures. Tape all finished surfaces to prevent damage during construction.
5. Make changes in directions with fittings; make changes in main sizes with eccentric reducing fittings. Unless otherwise noted, install water supply and return piping with straight side of eccentric fittings at top of the pipe.
6. Run horizontal sanitary and storm drainage piping at a uniform grade of 1/4” per foot, unless otherwise noted. Run horizontal water piping with an adequate pitch upwards in direction of flow to allow complete drainage.
7. Provide sufficient swing joining, ball joining, expansion loops, and devices necessary for a flexible piping system, whether or not shown on the Drawings.
8. Support piping independently at pumps, coils, tanks, and similar locations, so that the equipment will not support weight of pipe.
9. Pipe the drains from pump glands, drip pans, relief valves, air vents, and similar locations, to spill over an open sight drain, floor drain, or other acceptable discharge point, and terminate with a plain end un-threaded pipe 6” above the drain.
10. Securely bolt all equipment, isolators, hangers, and similar items in place.
11. Support each item independently from other pipes. Do not use wire for hanging or strapping pipes.
12. Provide complete dielectric isolation between ferrous and non-ferrous metals.

B. Provide union and shut off valves suitably located to facilitate maintenance and removal of equipment and apparatus.

C. Equipment access:
1. Install piping, equipment, and accessories to permit access for maintenance. Relocate items as necessary to provide such access, and without additional cost to the Owner.
2. Provide access doors where valves, motors or equipment requiring access for maintenance are located in walls or chases or above ceilings. Coordinate location of access doors with other trades as required.

3.5 PIPE JOINTS

A. Copper tubing:
   1. Cut square, remove burrs, and clean inside of female fitting to a bright finish.
      a. Apply solder flux with brush to tubing.
      b. Remove internal parts of solder-end valves prior to soldering.
   2. Provide dielectric unions at points of connection of copper tubing to ferrous piping and equipment.
   3. For joining copper tubing, use:
      a. Water piping 3” and smaller: “lead free solder”;
      b. Water piping larger than 3”: “Sil-fos” brazing;
      c. Underground: “sil-fos” brazing.

B. Screwed piping:
   1. Deburr cuts.
      a. Do not ream exceeding internal diameter of the pipe.
      b. Thread to requirements of ANSI B2.1.
   2. Use Teflon tape on male thread prior to joining other services.

C. Leaky joints:
   1. Remake with new material.
   2. Remove leaking section and/or fitting as directed.
   3. Do not use thread cement or sealant to tighten joint.

3.6 PIPE SUPPORTS

A. For Installation Guidelines, see Section 220529 PIPE HANGERS AND SUPPORTS

B. Provide seismic bracing as required per B-Line’s OSHPD-approved Seismic Restraint Design Booklet.

C. Provide hard insulation inserts at hangers and rollers. Protect insulation inserts with galvanized steel shields.

3.7 SLEEVES AND OPENINGS

A. Provide sleeves for each pipe passing through walls, partitions, floors, roofs, and ceilings.
   1. Set pipe sleeves in place before concrete is placed.
   2. For un-insulated pipe, provide sleeves two pipe sizes larger than the pipe passing through, or provide a minimum of 1/2” clearance between inside and outside of the pipe.
   3. For insulated pipe, provide sleeves of adequate size to accommodate the full thickness of pipe covering, with clearance for packing and caulking.

B. Caulk the space between sleeve and pipe or pipe covering, using a noncombustible, permanently plastic, waterproof, non-staining compound which leaves a smooth finished appearance, or pack with noncombustible asbestos cotton, rope, or fiberglass to within 1/2” of both wall faces, and provide the waterproof compound described above.

C. Finish and escutcheons:

1. Smooth up rough edges around sleeves with plaster or spackling compound.
2. Provide 1” wide chrome or nickel plated escutcheons on all pipes exposed to view where passing through walls, floors, partitions, ceilings, and similar locations.
   a. Size the escutcheons to fit pipe and covering.
   b. Hold escutcheons in place with setscrew.

3.8 CLEANOUTS

A. Secure the Architect’s approval of locations for cleanouts in finished areas prior to installation.

B. Provide cleanouts of same nominal size as the pipes they serve; except where cleanouts are required in pipes 4” and larger provide 4” cleanouts.

C. Make cleanouts accessible. After pressure tests are made and approved, thoroughly graphite the cleanout threads.

3.9 VALVES

A. Provide valves in water, air, and gas systems. Locate and arrange so as to give complete regulation of apparatus, equipment, and fixtures.

B. Provide valves in at least the following locations:
   1. In branches and/or headers of water piping serving a group of fixtures.
   2. On both sides of apparatus and equipment.
   3. For shutoff of risers and branch mains.
   4. For flushing and sterilizing the system.
   5. Where shown on the Drawings.

C. Locate valves for easy accessibility and maintenance.

3.10 WATER HAMMER ARRESTORS

A. Provide water hammer arrestors on hot water lines and cold water lines.
   1. Install in upright position at all quick closing valves, solenoids, isolated plumbing fixtures, and supply headers at plumbing fixture groups.
   2. Locate and size as specified or as shown on the Drawings.
   3. Install water hammer arrestors behind access panels.

3.11 BLACKFLOW PREVENTION

A. Protect plumbing fixtures, faucets with hose connections, and other equipment having plumbing connection, against possible back-siphonage.

B. Arrange for testing of backflow devices as required by the governmental agencies having jurisdiction.

3.12 DISINFECTION OF WATER SYSTEMS

A. Disinfect hot and cold water systems.

1. Notify the Architect at least 48 hours prior to start of the disinfection process.
2. Upon completion of disinfecting, secure and submit the Certificate of Performance required under Article 1.3 of this Section, stating system capacity, disinfectant used, time and rate of disinfectant applied, and resultant residuals in ppm at completion.
3. Use disinfectant method noted in the California Plumbing Code.

B. When disinfection operation is completed, and after final flushing, secure an analysis by a laboratory approved by the Architect, based on water samples from the system, showing test negative for coli-aerogene organisms. Provide a total plate count of less than 100 bacteria per cc, or equal to the control sample.

C. If analysis results are not satisfactory, repeat the disinfection procedures and retest until specified standards are achieved.

3.13 OTHER TESTING AND ADJUSTING

A. Provide personnel and equipment, and arrange for all required tests and inspections required by governmental agencies having jurisdiction.

B. Where tests show materials or workmanship to be deficient, replace or repair as necessary, and repeat the tests until the specified standards are achieved.

C. Adjust the system to optimum standards of operation.

END OF SECTION

SECTION 23 07 13

DUCT INSULATION

PART 1 GENERAL

1.1 SUMMARY

A. Internal duct lining is not allowed.

B. Section includes insulating the following duct services:

1. Indoor, concealed supply and outdoor air.
2. Indoor, exposed supply and outdoor air.
3. Indoor, concealed return located in unconditioned space.
4. Indoor, exposed return located in unconditioned space.
5. Indoor, concealed, Type I, commercial, kitchen hood exhaust.
6. Indoor, exposed, Type I, commercial, kitchen hood exhaust.
7. Indoor, concealed oven and warewash exhaust.
8. Indoor, exposed oven and warewash exhaust.
9. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
10. Indoor, exposed exhaust between isolation damper and penetration of building exterior.
11. Outdoor, concealed supply and return.
12. Outdoor, exposed supply and return.

1.2 ACTION SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings: Include plans, elevations, sections, details, and attachments to other work.

1. Detail application of protective shields, saddles, and inserts at hangers for each type of insulation and hanger.
2. Detail insulation application at elbows, fittings, dampers, specialties and flanges for each type of insulation.
3. Detail application of field-applied jackets.
4. Detail application at linkages of control devices.

1.3 INFORMATIONAL SUBMITTALS

A. Field quality-control reports.

1.4 QUALITY ASSURANCE

A. Surface-Burning Characteristics: For insulation and related materials, as determined by testing identical products according to ASTM E 84, by a testing agency acceptable to authorities having jurisdiction. Factory label insulation and jacket materials and adhesive, mastic, tapes, and cement material containers, with appropriate markings of applicable testing agency.

1. Insulation Installed Indoors: Flame-spread index of 25 or less, and smoke-developed index of 50 or less.
2. Insulation Installed Outdoors: Flame-spread index of 75 or less, and smoke-developed index of 150 or less.

PART 2 PRODUCTS

2.1 INSULATION MATERIALS

A. Products shall not contain formaldehyde, asbestos, lead, mercury, or mercury compounds.

B. Products that come in contact with stainless steel shall have a leachable chloride content of less than 50 ppm when tested according to ASTM C 871.

C. Insulation materials for use on austenitic stainless steel shall be qualified as acceptable according to ASTM C 795.

D. Foam insulation materials shall not use CFC or HCFC blowing agents in the manufacturing process.

E. Mineral-Fiber Blanket Insulation: Mineral or glass fibers bonded with a thermosetting resin.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. CertainTeed Corp.; SoftTouch Duct Wrap.
      b. Johns Manville; Microlite.
      c. Knauf Insulation; Friendly Feel Duct Wrap.
      d. Manson Insulation Inc.; Alley Wrap.
      e. Owens Corning; SOFTR All-Service Duct Wrap.
      f. Or Approved Equal.

F. Mineral-Fiber Board Insulation: Mineral or glass fibers bonded with a thermosetting resin. Comply with ASTM C 612, Type IA or Type IB. For duct and plenum applications, provide insulation without factory-applied jacket.
   1. P P Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. CertainTeed Corp.; Commercial Board.
      b. Fibrex Insulations Inc.; FBX.
      c. Johns Manville; 800 Series Spin-Glas.
      d. Knauf Insulation; Insulation Board.
      e. Manson Insulation Inc.; AK Board.
      f. Owens Corning; Fiberglas 700 Series.
      g. Or Approved Equal.

2.2 FIRE-RATED INSULATION SYSTEMS

A. Fire-Rated Blanket: High-temperature, flexible, blanket insulation with FSK jacket that is tested and certified to provide a 1-hour fire rating by an NRTL acceptable to authorities

having jurisdiction.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. CertainTeed Corp.; FlameChek.
   b. Johns Manville; Firetemp Wrap.
   c. Nelson Fire Stop Products; Nelson FSB Flameshield Blanket.
   d. Thermal Ceramics; FireMaster Duct Wrap.
   e. 3M; Fire Barrier Wrap Products.
   f. Unifrax Corporation; FyreWrap.
   g. Or approved equal.

2.3 ADHESIVES

A. Materials shall be compatible with insulation materials, jackets, and substrates and for bonding insulation to itself and to surfaces to be insulated unless otherwise indicated.

B. Mineral-Fiber Adhesive: Comply with MIL-A-3316C, Class 2, Grade A.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-127.
      b. Eagle Bridges - Marathon Industries; 225.
      c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-60/85-70.
      d. Mon-Eco Industries, Inc.; 22-25.
      e. Or approved equal.
   2. For indoor applications, adhesive shall have a VOC content of 80 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
   3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. ASJ Adhesive, and FSK Jacket Adhesive: Comply with MIL-A-3316C, Class 2, Grade A for bonding insulation jacket lap seams and joints.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-82.
      b. Eagle Bridges - Marathon Industries; 225.
      c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 85-50.
      d. Mon-Eco Industries, Inc.; 22-25.
      e. Or approved equal.
   2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when

calculated according to 40 CFR 59, Subpart D (EPA Method 24).

3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

D. PVC Jacket Adhesive: Compatible with PVC jacket.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Dow Corning Corporation; 739, Dow Silicone.
   b. Johns Manville; Zeston Perma-Weld, CEEL-TITE Solvent Welding Adhesive.
   c. P.I.C. Plastics, Inc.; Welding Adhesive.
   d. Speedline Corporation; Polyco VP Adhesive.
   e. Or approved equal.
2. For indoor applications, adhesive shall have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
3. Adhesive shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.4 MASTICS

A. Materials shall be compatible with insulation materials, jackets, and substrates; comply with MIL-PRF-19565C, Type II.

1. For indoor applications, use mastics that have a VOC content of 50 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).

B. Vapor-Barrier Mastic: Water based; suitable for indoor use on below ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 30-80/30-90.
   b. Vimasco Corporation; 749.
   c. Or approved equal.
2. Water-Vapor Permeance: ASTM E 96/E 96M, Procedure B, 0.013 perm at 43-mil dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: ASTM D 1644, 58 percent by volume and 70 percent by weight.
5. Color: White.

C. Breather Mastic: Water based; suitable for indoor and outdoor use on above ambient services.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-10.

b. Eagle Bridges - Marathon Industries; 550.

c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 46-50.

d. Mon-Eco Industries, Inc.; 55-50.

e. Vimasco Corporation; WC-1/WC-5.

f. Or approved equal.

2. Water-Vapor Permeance: ASTM F 1249, 1.8 perms at 0.0625-inch dry film thickness.
3. Service Temperature Range: Minus 20 to plus 180 deg F.
4. Solids Content: 60 percent by volume and 66 percent by weight.
5. Color: White.

2.5 SEALANTS

A. FSK and Metal Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.

b. Eagle Bridges - Marathon Industries; 405.

c. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; 95-44.

d. Mon-Eco Industries, Inc.; 44-05.

e. Or approved equal.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.
5. Color: Aluminum.
6. For indoor applications, use sealants that have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

B. ASJ Flashing Sealants, and Vinyl and PVC Jacket Flashing Sealants:

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; CP-76.

b. Or approved equal.

2. Materials shall be compatible with insulation materials, jackets, and substrates.
3. Fire- and water-resistant, flexible, elastomeric sealant.
4. Service Temperature Range: Minus 40 to plus 250 deg F.

5. Color: White.
6. For indoor applications, sealants shall have a VOC content of 420 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
7. Sealants shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

2.6 FACTORY-APPLIED JACKETS

A. Insulation system schedules indicate factory-applied jackets on various applications. When factory-applied jackets are indicated, comply with the following:
   1. ASJ: White, kraft-paper, fiberglass-reinforced scrim with aluminum-foil backing; complying with ASTM C 1136, Type I.
   2. ASJ-SSL: ASJ with self-sealing, pressure-sensitive, acrylic-based adhesive covered by a removable protective strip; complying with ASTM C 1136, Type I.
   3. FSK Jacket: Aluminum-foil, fiberglass-reinforced scrim with kraft-paper backing; complying with ASTM C 1136, Type II.
   4. FSP Jacket: Aluminum-foil, fiberglass-reinforced scrim with polyethylene backing; complying with ASTM C 1136, Type II.
   5. Vinyl Jacket: White vinyl with a permeance of 1.3 perms when tested according to ASTM E 96/E 96M, Procedure A, and complying with NFPA 90A and NFPA 90B.

2.7 FIELD-APPLIED FABRIC-REINFORCING MESH

A. Woven Polyester Fabric: Approximately 1 oz./sq. yd. with a thread count of 10 strands by 10 strands/sq. in., in a Leno weave, for ducts.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Foster Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Mast-A-Fab.
      b. Vimasco Corporation; Elastafab 894.
      c. Or approved equal.

2.8 FIELD-APPLIED JACKETS

A. Field-applied jackets shall comply with ASTM C 921, Type I, unless otherwise indicated.

B. FSK Jacket: Aluminum-foil-face, fiberglass-reinforced scrim with kraft-paper backing.

C. PVC Jacket: High-impact-resistant, UV-resistant PVC complying with ASTM D 1784, Class 16354-C; thickness as scheduled; roll stock ready for shop or field cutting and forming. Thickness is indicated in field-applied jacket schedules.
   1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      a. Johns Manville; Zeston.
      b. P.I.C. Plastics, Inc.; FG Series.
      c. Proto Corporation; LoSmoke.
      d. Speedline Corporation; SmokeSafe.

e. Or approved equal.

2. Adhesive: As recommended by jacket material manufacturer.

3. Color: White.

A. Aluminum Jacket: Comply with ASTM B 209, Alloy 3003, 3005, 3105, or 5005, Temper H-14.

4. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Childers Brand, Specialty Construction Brands, Inc., a business of H. B. Fuller Company; Metal Jacketing Systems.

b. ITW Insulation Systems; Aluminum and Stainless Steel Jacketing.

c. RPR Products, Inc.; Insul-Mate.

d. Or approved equal.

5. Finish and thickness are indicated in field-applied jacket schedules.

6. Moisture Barrier

7. Self-Adhesive Outdoor Jacket: 60-mil- thick, laminated vapor barrier and waterproofing membrane for installation over insulation located aboveground outdoors; consisting of a rubberized bituminous resin on a crosslaminated polyethylene film covered with white aluminum-foil facing.

8. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. Polyguard Products, Inc.; Alumaguard 60.

b. Or approved equal.

2.9 TAPES

A. ASJ Tape: White vapor-retarder tape matching factory-applied jacket with acrylic adhesive, complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:

a. ABI, Ideal Tape Division; 428 AWF ASJ.

b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0836.

c. Compac Corporation; 104 and 105.

d. Venture Tape; 1540 CW Plus, 1542 CW Plus, and 1542 CW Plus/SQ.

e. Or approved equal.

2. Width: 3 inches.

3. Thickness: 11.5 mils.

4. Adhesion: 90 ounces force/inch in width.

5. Elongation: 2 percent.

6. Tensile Strength: 40 lbf/inch in width.

7. ASJ Tape Disks and Squares: Precut disks or squares of ASJ tape.

B. FSK Tape: Foil-face, vapor-retarder tape matching factory-applied jacket with acrylic adhesive; complying with ASTM C 1136.

1. Products: Subject to compliance with requirements, available products that may be

incorporated into the Work include, but are not limited to, the following:

a. ABI, Ideal Tape Division; 491 AWF FSK.
b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0827.
c. Compac Corporation; 110 and 111.
d. Venture Tape; 1525 CW NT, 1528 CW, and 1528 CW/SQ.
e. Or approved equal.

2. Width: 3 inches.
3. Thickness: 6.5 mils.
4. Adhesion: 90 ounces force/inch in width.
5. Elongation: 2 percent.
6. Tensile Strength: 40 lbf/inch in width.
7. FSK Tape Disks and Squares: Precut disks or squares of FSK tape.

C. PVC Tape: White vapor-retarder tape matching field-applied PVC jacket with acrylic adhesive; suitable for indoor and outdoor applications.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. ABI, Ideal Tape Division; 370 White PVC tape.
   b. Compac Corporation; 130.
   c. Venture Tape; 1506 CW NS.
   d. Or approved equal.
2. Width: 2 inches.
3. Thickness: 6 mils.
4. Adhesion: 64 ounces force/inch in width.
5. Elongation: 500 percent.
6. Tensile Strength: 18 lbf/inch in width.

D. Aluminum-Foil Tape: Vapor-retarder tape with acrylic adhesive.

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. ABI, Ideal Tape Division; 488 AWF.
   b. Avery Dennison Corporation, Specialty Tapes Division; Fasson 0800.
   c. Compac Corporation; 120.
   d. Venture Tape; 3520 CW.
   e. Or approved equal.
2. Width: 2 inches.
3. Thickness: 3.7 mils.
4. Adhesion: 100 ounces force/inch in width.
5. Elongation: 5 percent.
6. Tensile Strength: 34 lbf/inch in width.

2.10 SECUREMENTS

A. Aluminum Bands: ASTM B 209, Alloy 3003, 3005, 3105, or 5005; Temper H-14, 0.020 inch thick

1. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   a. ITW Insulation Systems; Gerrard Strapping and Seals.
   b. RPR Products, Inc.; Insul-Mate Strapping, Seals, and Springs.
   c. Or approved equal.

B. Insulation Pins and Hangers:

1. Metal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate welded to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      1) AGM Industries, Inc.; Tactoo Perforated Base Insul-Hangers.
      2) GEMCO; Perforated Base.
      3) Midwest Fasteners, Inc.; Spindle.
      4) Or approved equal.
   b. Baseplate: Perforated, galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
   c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
   d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
2. Nonmetal, Adhesively Attached, Perforated-Base Insulation Hangers: Baseplate fastened to projecting spindle that is capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:
   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      1) GEMCO; Nylon Hangers.
      2) Midwest Fasteners, Inc.; Nylon Insulation Hangers.
      3) Or approved equal.
   b. Baseplate: Perforated, nylon sheet, 0.030 inch thick by 1-1/2 inches in diameter.
   c. Spindle: Nylon, 0.106-inch- diameter shank, length to suit depth of insulation indicated, up to 2-1/2 inches.
   d. Adhesive: Recommended by hanger manufacturer. Product with demonstrated capability to bond insulation hanger securely to substrates indicated without damaging insulation, hangers, and substrates.
3. Self-Sticking-Base Insulation Hangers: Baseplate welded to projecting spindle that is

capable of holding insulation, of thickness indicated, securely in position indicated when self-locking washer is in place. Comply with the following requirements:

a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
   1) AGM Industries, Inc.; Tactoo Self-Adhering Insul-Hangers.
   2) GEMCO; Peel & Press.
   3) Midwest Fasteners, Inc.; Self Stick.
   4) Or approved equal.
b. Baseplate: Galvanized carbon-steel sheet, 0.030 inch thick by 2 inches square.
c. Spindle: Copper- or zinc-coated, low-carbon steel, fully annealed, 0.106-inch-diameter shank, length to suit depth of insulation indicated.
d. Adhesive-backed base with a peel-off protective cover.

4. Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch- thick, galvanized-steel sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
   a. Products: Subject to compliance with requirements, available products that may be incorporated into the Work include, but are not limited to, the following:
      1) AGM Industries, Inc.; RC-150.
      2) GEMCO; R-150.
      3) Midwest Fasteners, Inc.; WA-150.
      4) Nelson Stud Welding; Speed Clips.
      5) Or approved equal.
   b. Protect ends with capped self-locking washers incorporating a spring steel insert to ensure permanent retention of cap in exposed locations.
5. Nonmetal Insulation-Retaining Washers: Self-locking washers formed from 0.016-inch-thick nylon sheet, with beveled edge sized as required to hold insulation securely in place but not less than 1-1/2 inches in diameter.
   a. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
      1) GEMCO.
      2) Midwest Fasteners, Inc.
      3) Or approved equal.

C. Staples: Outward-clinching insulation staples, nominal 3/4-inch- wide, stainless steel or Monel.

PART 3 EXECUTION

3.1 PREPARATION

A. Surface Preparation: Clean and dry surfaces to receive insulation. Remove materials that will adversely affect insulation application.

3.2 GENERAL INSTALLATION REQUIREMENTS

A. Install insulation materials, accessories, and finishes with smooth, straight, and even surfaces; free of voids throughout the length of ducts and fittings.

B. Install insulation materials, vapor barriers or retarders, jackets, and thicknesses required for each item of duct system as specified in insulation system schedules.

C. Install accessories compatible with insulation materials and suitable for the service. Install accessories that do not corrode, soften, or otherwise attack insulation or jacket in either wet or dry state.

D. Install insulation with longitudinal seams at top and bottom of horizontal runs.

E. Install multiple layers of insulation with longitudinal and end seams staggered.

F. Keep insulation materials dry during application and finishing.

G. Install insulation with tight longitudinal seams and end joints. Bond seams and joints with adhesive recommended by insulation material manufacturer.

H. Install insulation with least number of joints practical.

I. Where vapor barrier is indicated, seal joints, seams, and penetrations in insulation at hangers, supports, anchors, and other projections with vapor-barrier mastic.
   1. Install insulation continuously through hangers and around anchor attachments.
   2. For insulation application where vapor barriers are indicated, extend insulation on anchor legs from point of attachment to supported item to point of attachment to structure. Taper and seal ends at attachment to structure with vapor-barrier mastic.
   3. Install insert materials and install insulation to tightly join the insert. Seal insulation to insulation inserts with adhesive or sealing compound recommended by insulation material manufacturer.

J. Apply adhesives, mastics, and sealants at manufacturer's recommended coverage rate and wet and dry film thicknesses.

K. Install insulation with factory-applied jackets as follows:
   1. Draw jacket tight and smooth.
   2. Cover circumferential joints with 3-inch- wide strips, of same material as insulation jacket. Secure strips with adhesive and outward clinching staples along both edges of strip, spaced 4 inches o.c.
   3. Overlap jacket longitudinal seams at least 1-1/2 inches. Clean and dry surface to receive self-sealing lap. Staple laps with outward clinching staples along edge at 4 inches o.c.
      a. For below ambient services, apply vapor-barrier mastic over staples.
   4. Cover joints and seams with tape, according to insulation material manufacturer's written instructions, to maintain vapor seal.

5. Where vapor barriers are indicated, apply vapor-barrier mastic on seams and joints and at ends adjacent to duct flanges and fittings.

L. Cut insulation in a manner to avoid compressing insulation more than 75 percent of its nominal thickness.

M. Finish installation with systems at operating conditions. Repair joint separations and cracking due to thermal movement.

B. Repair damaged insulation facings by applying same facing material over damaged areas. Extend patches at least 4 inches beyond damaged areas. Adhere, staple, and seal patches similar to butt joints.

3.3 PENETRATIONS

A. Insulation Installation at Roof Penetrations: Install insulation continuously through roof penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation above roof surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside roof flashing at least 2 inches below top of roof flashing.
4. Seal jacket to roof flashing with flashing sealant.

B. Insulation Installation at Aboveground Exterior Wall Penetrations: Install insulation continuously through wall penetrations.

1. Seal penetrations with flashing sealant.
2. For applications requiring only indoor insulation, terminate insulation inside wall surface and seal with joint sealant. For applications requiring indoor and outdoor insulation, install insulation for outdoor applications tightly joined to indoor insulation ends. Seal joint with joint sealant.
3. Extend jacket of outdoor insulation outside wall flashing and overlap wall flashing at least 2 inches.
4. Seal jacket to wall flashing with flashing sealant.

C. Insulation Installation at Interior Wall and Partition Penetrations (That Are Not Fire Rated): Install insulation continuously through walls and partitions.

D. Insulation Installation at Fire-Rated Wall and Partition Penetrations: Terminate insulation at fire damper sleeves for fire-rated wall and partition penetrations. Externally insulate damper sleeves to match adjacent insulation and overlap duct insulation at least 2 inches.

1. Comply with requirements in Section 078413 "Penetration Firestopping" for firestopping and fire-resistive joint sealers.

E. Insulation Installation at Floor Penetrations:

1. Duct: For penetrations through fire-rated assemblies, terminate insulation at fire damper sleeves and externally insulate damper sleeve beyond floor to match adjacent duct insulation. Overlap damper sleeve and duct insulation at least 2 inches.

2. Seal penetrations through fire-rated assemblies. Comply with requirements in Section 078413 "Penetration Firestopping."

3.4 INSTALLATION OF MINERAL-FIBER INSULATION

A. Blanket Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    b. On duct sides with dimensions larger than 18 inches, place pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    d. Do not overcompress insulation during installation.
    e. Impale insulation over pins and attach speed washers.
    f. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
5. Overlap unfaced blankets a minimum of 2 inches on longitudinal seams and end joints. At end joints, secure with steel bands spaced a maximum of 18 inches o.c.
6. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
7. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

B. Board Insulation Installation on Ducts and Plenums: Secure with adhesive and insulation pins.

1. Apply adhesives according to manufacturer's recommended coverage rates per unit area.
2. Apply adhesive to entire circumference of ducts and to all surfaces of fittings and transitions.
3. Install either capacitor-discharge-weld pins and speed washers or cupped-head, capacitor-discharge-weld pins on sides and bottom of horizontal ducts and sides of vertical ducts as follows:
    a. On duct sides with dimensions 18 inches and smaller, place pins along longitudinal centerline of duct. Space 3 inches maximum from insulation end joints, and 16 inches o.c.
    b. On duct sides with dimensions larger than 18 inches, space pins 16 inches o.c. each way, and 3 inches maximum from insulation joints. Install additional pins to hold insulation tightly against surface at cross bracing.
    c. Pins may be omitted from top surface of horizontal, rectangular ducts and plenums.
    d. Do not overcompress insulation during installation.
    e. Cut excess portion of pins extending beyond speed washers or bend parallel with insulation surface. Cover exposed pins and washers with tape matching insulation facing.
4. For ducts and plenums with surface temperatures below ambient, install a continuous unbroken vapor barrier. Create a facing lap for longitudinal seams and end joints with insulation by removing 2 inches from one edge and one end of insulation segment. Secure laps to adjacent insulation section with 1/2-inch outward-clinching staples, 1 inch o.c. Install vapor barrier consisting of factory- or field-applied jacket, adhesive, vapor-barrier mastic, and sealant at joints, seams, and protrusions.
    a. Repair punctures, tears, and penetrations with tape or mastic to maintain vapor-barrier seal.
    b. Install vapor stops for ductwork and plenums operating below 50 deg F at 18-foot intervals. Vapor stops shall consist of vapor-barrier mastic applied in a Z-shaped pattern over insulation face, along butt end of insulation, and over the surface. Cover insulation face and surface to be insulated a width equal to two times the insulation thickness, but not less than 3 inches.
5. Install insulation on rectangular duct elbows and transitions with a full insulation section for each surface. Groove and score insulation to fit as closely as possible to outside and inside radius of elbows. Install insulation on round and flat-oval duct elbows with individually mitered gores cut to fit the elbow.
6. Insulate duct stiffeners, hangers, and flanges that protrude beyond insulation surface with 6-inch- wide strips of same material used to insulate duct. Secure on alternating sides of stiffener, hanger, and flange with pins spaced 6 inches o.c.

3.5 FIELD-APPLIED JACKET INSTALLATION

A. Where FSK jackets are indicated, install as follows:

1. Draw jacket material smooth and tight.
2. Install lap or joint strips with same material as jacket.

3. Secure jacket to insulation with manufacturer's recommended adhesive.
4. Install jacket with 1-1/2-inch laps at longitudinal seams and 3-inch- wide joint strips at end joints.
5. Seal openings, punctures, and breaks in vapor-retarder jackets and exposed insulation with vapor-barrier mastic.

B. Where PVC jackets are indicated, install with 1-inch overlap at longitudinal seams and end joints; for horizontal applications, install with longitudinal seams along top and bottom of tanks and vessels. Seal with manufacturer's recommended adhesive.
1. Apply two continuous beads of adhesive to seams and joints, one bead under lap and the finish bead along seam and joint edge.

C. Where metal jackets are indicated, install with 2-inch overlap at longitudinal seams and end joints. Overlap longitudinal seams arranged to shed water. Seal end joints with weatherproof sealant recommended by insulation manufacturer. Secure jacket with stainless-steel bands 12 inches o.c. and at end joints.

3.6 FIRE-RATED INSULATION SYSTEM INSTALLATION

A. Where fire-rated insulation system is indicated, secure system to ducts and duct hangers and supports to maintain a continuous fire rating.

B. Insulate duct access panels and doors to achieve same fire rating as duct.

C. Install firestopping at penetrations through fire-rated assemblies. Fire-stop systems are specified in Section 078413 "Penetration Firestopping."

3.7 FINISHES

A. Insulation with ASJ or Other Paintable Jacket Material: Paint jacket with paint system identified below and as specified in Section 099113 "Exterior Painting" and Section 099123 "Interior Painting."
1. Flat Acrylic Finish: Two finish coats over a primer that is compatible with jacket material and finish coat paint. Add fungicidal agent to render fabric mildew proof.
a. Finish Coat Material: Interior, flat, latex-emulsion size.

B. Color: Final color as selected by Architect. Vary first and second coats to allow visual inspection of the completed Work.

C. Do not field paint aluminum or stainless-steel jackets.

3.8 FIELD QUALITY CONTROL

A. Perform tests and inspections.

B. Tests and Inspections:
1. Inspect ductwork, randomly selected by Architect, by removing field-applied jacket and insulation in layers in reverse order of their installation. Extent of inspection shall be limited to one location(s) for each duct system defined in the "Duct Insulation Schedule, General" Article.

C. All insulation applications will be considered defective Work if sample inspection reveals noncompliance with requirements.

3.9 DUCT INSULATION SCHEDULE, GENERAL

A. Plenums and Ducts Requiring Insulation:
   1. Indoor, concealed supply and outdoor air.
   2. Indoor, exposed supply and outdoor air.
   3. Indoor, concealed return located in unconditioned space.
   4. Indoor, exposed return located in unconditioned space.
   5. Indoor, concealed, Type I, commercial, kitchen hood exhaust.
   6. Indoor, exposed, Type I, commercial, kitchen hood exhaust.
   7. Indoor, concealed oven and warewash exhaust.
   8. Indoor, exposed oven and warewash exhaust.
   9. Indoor, concealed exhaust between isolation damper and penetration of building exterior.
   10. Indoor, exposed exhaust between isolation damper and penetration of building exterior.
   11. Outdoor, concealed supply and return.
   12. Outdoor, exposed supply and return.

B. Items Not Insulated:
   1. Fibrous-glass ducts.
   2. Metal ducts with duct liner of sufficient thickness to comply with energy code and ASHRAE/IESNA 90.1.
   3. Factory-insulated flexible ducts.
   4. Factory-insulated plenums and casings.
   5. Flexible connectors.
   6. Vibration-control devices.
   7. Factory-insulated access panels and doors.

3.10 INDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Concealed, Supply-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

B. Concealed, Return-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements density.

C. Concealed, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

D. Concealed, Exhaust-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

E. Concealed, Type I, Commercial, Kitchen Hood Exhaust Duct and Plenum Insulation: Fire-rated blanket; thickness as required to achieve 2-hour fire rating.

F. Exposed, Supply-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

G. Exposed, Return-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

H. Exposed, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

I. Exposed, Exhaust-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

J. Exposed, Type I, Commercial, Kitchen Hood Exhaust Duct and Plenum Insulation: Fire-rated blanket; thickness as required to achieve 2-hour fire rating.

3.11 ABOVEGROUND, OUTDOOR DUCT AND PLENUM INSULATION SCHEDULE

A. Insulation materials and thicknesses are identified below. If more than one material is listed for a duct system, selection from materials listed is Contractor's option.

B. Concealed, Supply-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

C. Concealed, Return-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

D. Concealed, Outdoor-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

E. Exposed, Supply-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

F. Exposed, Return-Air Duct and Plenum Insulation: Mineral-fiber blanket per CMC 605.0 & Title 24 requirements.

3.12 INDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:

1. None.

D. Ducts and Plenums, Exposed (in semi- or non-conditioned spaces):

1. None.
2. PVC: 20 mils thick.

3.13 OUTDOOR, FIELD-APPLIED JACKET SCHEDULE

A. Install jacket over insulation material. For insulation with factory-applied jacket, install the field-applied jacket over the factory-applied jacket.

B. If more than one material is listed, selection from materials listed is Contractor's option.

C. Ducts and Plenums, Concealed:

1. None.

2. PVC: 20 mils thick.
3. Aluminum, Smooth: 0.016 inch thick.

D. Ducts and Plenums, Exposed, up to 48 Inches in Diameter or with Flat Surfaces up to 72 Inches:
   1. Aluminum, Smooth: 0.016 inch thick.

E. Ducts and Plenums, Exposed, Larger Than 48 Inches in Diameter or with Flat Surfaces Larger Than 72 Inches:
   1. Painted Aluminum, Smooth with 4-by-1-Inch Box Ribs: 0.040 inch thick.

END OF SECTION

SECTION 23 08 00

HVAC

PART 1 GENERAL

1.1 RELATED DOCUMENTS

A. Drawings and general provisions of the Contract, including General and Supplementary Conditions apply to work of this section.

B. The requirements of the General Conditions and Division 1 apply to all work hereunder, also applicable provisions of SECTION 220500, Basic Mechanical Materials & Methods.

1.2 DESCRIPTION OF WORK

A. Work of this section includes, but is not necessarily limited to heating, Ventilating and Air Conditioning work indicated on the drawings and described herein; also any incidental work not shown or specified that is necessary to provide the complete system.

1.3 COORDINATED LAYOUTS

A. Coordinated layouts are required to amplify, expand and coordinate the information contained in the Contract Documents.

B. Provide minimum ¼" equals one foot scaled coordination drawings showing plan and pertinent section or elevation views of all piping, ductwork and electrical systems. Drawings shall be reproducible and/or electronic format, and the work represented shall be fully coordinated with the structure, other disciplines, and with all finishes. Drawings shall all be presented on a single size sheet. Contractor may use either size Arch D (24"x36") or Arch E1 (30"x42"). Drawing graphics shall fully comply with AIA Graphic Standards and ANSI Y14. Drawings may be hand-drawn or computer generated using AutoCAD. All drawings shall have title block, key plan, north arrow and sufficient grid lines to provide cross-reference to the design drawings.

1. Provide a stamp or title block on each drawing with locations for signatures from all contractors involved, including but not limited to the General, HVAC, Plumbing, Fire Protection, and Electrical contractors. Include statement for signature that the contractor has reviewed the coordination drawings in detail and has coordinated the work of his trade.

2. Show on drawings the intended elevation of all ductwork in accordance with the following example:

   B.O.D. = 9'-0"
   OFFSET UP 6"
   B.O.D. = 9'-6"

3. Highlight, encircle or otherwise indicate deviations from the Contract Documents on the coordinated layouts. Architect will not be responsible for "finding" changes or deviations to the original Contract Documents.

C. Since scale of contract drawings is small and all offsets and fittings are not shown, contractor shall make allowances in bid for additional coordination time, detailing, fittings, offsets, hangers and the like to achieve a fully coordinated installation. If changes in duct size are required, equivalent area shall be maintained and the aspect ratio shall not be in

excess of 2 to 1 unless approved by the engineer. Drawings shall be submitted for review prior to fabrication and installation. Drawings may be submitted in packages representing at least ¼ of the building ductwork.

D. Check routing on all ductwork before fabricating. Report any discrepancies to Architect. No extra cost will be allowed for failure to conform to above.

E. It shall be the responsibility of the General Contractor to insure that the Heating, Ventilating and Air Conditioning Contractor coordinates all of his work with all other trades, including mechanical and electrical trades, so that the complete job is neat and in conformity with plans and specifications.

1.4 REFERENCES

A. AABC – Associated Air Balance Council

B. AFBMA – Anti Friction Bearing Manufacturer's Association

C. AGA – American Gas Association

D. AMCA – Air Moving and Control Association, Inc.

E. Standard 210 – Laboratory Methods of Testing Fans

F. ANSI – American National Standards Institute

G. ARI – Air Conditioning and Refrigeration Institute

H. ASHRAE – American Society of Heating, Refrigerating and Air Conditioning Engineers

I. ASME – American Society of Mechanical Engineers

J. ASTM – American Society of Testing and Materials

K. CCR – California Code of Regulations.

L. CSFM – California State Fire Marshal

M. NIST – National Institute of Standards and Technology

N. NEMA – National Electrical Manufacturer's Association

O. NFPA – National Fire Protection Association

P. OSHA – Occupational Safety and Health Act

Q. SMACNA – Duct Manuals

R. CBC – California Building Code

S. UL – Underwriters' Laboratories, Inc.

T. CMC – California Mechanical Code

U. CPC – California Plumbing Code

1.5 SUBMITTALS

A. Product Data: Submit manufacturer's technical product data, including rated capacities of selected model clearly indicated, dimensions, weights, furnished specialties and accessories; and installation and start-up instructions

B. Engineering Data: Submit fan curves and sound power level data for each fan unit. Data shall be at the scheduled capacity. Data shall include the name of the rating agency or independent laboratory.

C. Maintenance Data: Submit maintenance data and parts list for each piece of equipment, control, and accessory; including "trouble-shooting" maintenance guide.

1. Include this data in maintenance manuals

D. Record Drawings: At project closeout, submit Record Drawings of installed ductwork, duct accessories, and outlets and inlets in accordance with the requirements of Division 1.

1.6 QUALITY ASSURANCE

A. Design Criteria:

1. All equipment and accessories to be the product of a manufacturer regularly engaged in its manufacture. All gas fired equipment shall be AGA listed
2. Supply all equipment and accessories in accordance with requirements of all applicable national, state and local codes.
3. All items of a given type shall be the products of the same manufacturer.
4. Scheduled equipment performance is minimum capacity required.
5. Scheduled electrical capacity shall be considered as maximum available.
6. Scheduled gas BTU input shall be considered as the maximum available.

1.7 PLUMBING

A. All plumbing work required in the course of this contract shall be performed in strict accordance with all codes and regulations. Plumbing work done under this contract shall not adversely affect the operation of the existing plumbing systems. All materials shall be new and shall match existing.

PART 2 PRODUCTS

2.1 HVAC EQUIPMENT

A. Provide equipment, trim and accessories as specified in the schedules on the drawings.

2.2 DUCTWORK

A. Design and installation standards. Comply with all applicable portions of the following codes for all work in this section:

1. SMACNA
2. ASHRAE recommendations, latest edition
3. NFPA 90A, Standard for the Installation of Air Conditioning and Ventilating Systems, latest edition.
4. NFPA 90B, Standard for the Installation Warm Air Heating and Air Conditioning Systems, latest edition.

5. CMC, 2016
6. ADC Test Code FD 72-RI, Flexible Air Duct Test Code

B. Fabricate all ductwork with sheet metal. Fiberglass ductwork will not be accepted for use on this project.

C. Duct sizes indicated are internal sizes.

D. Galvanized Sheet Steel: Lock-forming quality, ASTM A-525 and ASTM A-527, Coating Designation G 90. Provide mill phospatized finish for exposed surfaces of ducts exposed to view.

E. Seal airtight all standing seams and all joints of all supply, return and exhaust ducts except those exposed in the conditioned space covered with Hardcast DT tape 4" wide and Hardcast FTA-20 adhesive.
   1. Pressure-sensitive tapes or single part sealant not acceptable.

F. Seal airtight and watertight all joints of all ductwork exposed to the weather with 6 ounce canvas bonded with MEI Eco-Tack adhesive; cover the canvas with a heavy coat Foster's 56-10, or equal, no dilution.
   1. Pressure-sensitive tapes or single part sealant not acceptable.
   2. Where seams are exposed to weather, paint seams with aluminum paint over sealant and tape. Provide cross-braced ductwork, and insure that the ductwork will shed water.

G. Provide sheet metal angle frame at all duct penetrations to wall, floor, roof, or ceiling.

H. Ductwork Support Materials: Except as otherwise indicated, provide hot-dipped galvanized steel fasteners, anchors, rods, straps, trim, and angles for support of ductwork.

I. Rectangular Duct Fabrication
   1. Shop fabricate ductwork of gauges and reinforcement complying with the more stringent of the following standards, except as noted herein:
   2. SMACNA HVAC Duct Construction Standards, 2016 CMC
   3. Fabricate ducts with minimum duct gauges as follows;

Duct dimension	Min Ga	Joint Reinforcement
Up through 12"	26	Not Required
13" – 18"	24	Not Required
19" – 30"	24	C/4
31" – 42"	22	E/4
43" – 54"	22	F/2
55" – 60"	20	G/4
61" – 84"	20	I/2
85" – 96"	20	J/2
Over 96"	18	K/2

   4. Fabricate duct fittings to match adjoining ducts and comply with duct requirements as applicable to fittings. Except as otherwise indicated, fabricate elbows with centerline radius equal to 1.5 times associated duct width. Fabricate to include single-thickness turning-vanes with trailing edge in elbows where space does not permit the above radius or where square elbows are shown. Limit angular tapers to 30 degrees for contracting

tapers and 20 degrees for expanding tapers.

5. Fabricate round supply connections at rectangular, plenum type fittings using spin-in type fittings, complete with extractor and volume control dampers. Refer to Division –15 Section “Duct Accessories” for damper requirements.
6. Provide drive slip or equivalent flat seams for ducts exposed in the conditioned space or where necessary due to space limitations. On ducts with flat seams, provide standard reinforcing on inside of duct. Duct connection to outlet on exposed duct shall be full size of outer perimeter of outlet flange.
7. Provide 20 Ga. minimum for ductwork exposed within occupied spaces.

J. Miscellaneous Ductwork Materials

1. Fittings: Unless otherwise shown on the Drawings, following fittings shall be used: Two-piece, die-stamped, 45-degree to 90-degree elbows for sizes up to 12”; five-piece, 90-degree elbows for sizes 12” and above; conical tees; and conical laterals. All reducers shall be placed after a tap has been made on the duct main. Reducers shall be long-taper style.
2. Duct Sealant: Non-hardening, non-migrating mastic or liquid elastic sealant as compounded and recommended by manufacturer specifically for sealing joints and seams in ductwork.
3. Duct joints: Joint and seal prefabricated, factory-built ducts, fittings and couplings in strict accordance with duct manufacturer’s instructions. Install duct-sealers, pop rivets or sheet metal screws and glass fabric and mastic on each joint. Duct sealer shall be fire retardant. Sheet metal screw for joints shall be minimum #10 size galvanized.
4. Duct Access: Provide hinged access door in prefabricated, factory-build ducts for access to fire dampers, control equipment, etc. as specified in Duct Accessories Section. Access door size shall be duct diameter wide by duct diameter high for all ducts under 24”. Ducts over 24” in diameter shall have 24” by 18” access doors. Minimum size access doors shall be 6” by 6”.
5. Provide hinged style access dors for round ductwork, National Controlled Air, Inc. AD-RD-87, Pottorff Series 60, or equal. Access doors shall be 16 Ga. galvanized steel with continuous piano hinge. Locks shall be plated steel strike and catch. Provide 1”x3/8” Polyethylene “Perma Stik” gasket all around door.

K. Flexible Ducts

1. Flexible ducts shall consist of an exterior reinforced laminated vapor barrier, 1-1/2” thick fiberglass insulation (K=.25 @ 75 degrees F), encapsulated spring steel wire Helix and impervious, smooth, non-perforated interior vinyl liner. Individual lengths of flexible ducts shall contain factory fabricated steel connection collars.
2. Factory made air ducts shall be approved for the use intended or shall conform to requirements of UMC Standard 6 and 6-5. Each portion of a factory-made air duct system shall be identified by the manufacturer with a label or other suitable identification indicating compliance with UMC Standard 6-1 and its class designation. These ducts shall be UL listed Class 1, 25/50 smoke and flame spread and shall be installed in accordance with the terms of their listing. Omit external insulation.
    a. Flexible ductwork shall be maximum of 5 feet long, and shall be extended to the fullest possible length, in order to minimize pressure drop in the duct.
    b. Ducts shall be UL approved and tested to meet Class requirements of NFPA 90A and comply with UMC Standard 6-1. Make bends to maintain R/D=1.5.

3. Make connections to rigid duct and units with Panduit style draw band at inner liner material, then at outer vapor barrier material; and then provide duct tape over outside of sheath.
4. Subject to compliance with requirements, manufacturers offering Flexible Ducts which may be incorporated in the work include the following:
    a. Thermaflex M-KC
    b. Flexmaster USA, Inc.

L. Provide Ventlon flexible connections on inlet and outlet of AC unit, air handler and exhaust fans. Provide galvanized weather hood over flexible connections exposed to the weather.

PART 3 EXECUTION

3.1 EQUIPMENT START-UP

A. Initial start-up of supply, exhaust and return fan systems and pumps shall be under the direct supervision of the Testing and Balancing Contractor.

B. Equipment start-up shall not be performed until the piping systems have been flushed and treated in the initial water flow balance has been completed.

C. It shall be the responsibility of the Contractor to assemble and supervise a start-up team consisting of Controls, Equipment Manufacturer start-up technician, and Test and Balance contractor; all to work in concert to assure that all systems are started, balanced and operate in accordance with the design.

D. After start-up is complete, instruct the Owner’s personnel in the operation and maintenance of the systems. Obtain from the Owner’s representative a signed memo certifying that the instructions have been received.

3.2 EXPANSION JOINTS

A. Furnish and install expansion loops or joints in the steam or water lines as required with anchors and guides as required for the proper operation of the expansion loops or joints.

3.3 ANTI-VIBRATION BASES AND HANGERS

A. Isolate all ventilating and air conditioning equipment connections including conduit, piping, drains, etc., so that equipment will operate under continuous demand without objectionable vibration.

B. Equipment shall be supported on anti-vibration bases, pads, or hangers, as shown on the drawings or specified with the equipment. Individual fans shall have integral, spring-type fan and motor bases unless otherwise noted.

C. Selection of the bases or supporting units shall be in accordance with the vibration eliminator manufacturer’s recommendations. Minimum static deflection shall be 1-1/2” or as marked on the Drawings.

D. The equipment manufacturer shall furnish the weight of equipment at each point of support.

3.4 INSTALLATION OF DUCTWORK

A. Assemble and install ductwork in accordance with recognized industry practices which will achieve air tight and noiseless (no objectionable noise) systems capable of performing each indicated service. Install each run with minimum of joints. Align ductwork accurately at connections within 1/8" misalignment tolerance and with internal surfaces smooth. Support ducts rigidly with suitable ties, braces, hangers, and anchors of type that will hold ducts true to shape and to prevent buckling. Where possible, install ductwork to clear construction by ¼" minimum, except at air inlets and outlets. Where ductwork will not clear construction, secure duct firmly to eliminate noise in the system.

B. Applicable Leakage Classes:

Pressure Class	Leakage Class Round Duct	Leakage Class Rectangular Duct
2" WG or less	12	12
4" WG or greater	3	6

C. Install concrete inserts for support of ductwork in coordination with formwork as required to avoid delays in work.

D. Where ducts pass through interior partitions and exterior walls, conceal space between construction opening and duct or duct plus insulation with sheet metal flanges of same gauge as duct. Overlap opening on four sides by at least 1½".

E. Support ductwork in manner complying with SMACNA "HVAC Duct Construction Standards", latest edition, hangers and supports sections. Where special hanging of ductwork is detailed or shown on Drawings, Drawings shall be followed. Angles shall be attached to overhead construction in a manner so as to allow a minimum of 2" of movement in all directions with no bending or sagging of the angle.

1. Except where modified in individual paragraphs of this Section, provide hanger support in accordance with the following:

RECTANGULAR DUCT HANGER SUPPORT REQUIREMENTS

SEMI-PERIMETER	PAIR @ 8 FT.	PAIR @ 5 FT.
To 30"	1"x22 Ga.	1"x22 Ga.
31" to 72"	1"x20 Ga.	1"x22 Ga.
73" to 96"	1"x18 Ga.	1"x22 Ga.

2. Install duct supports to rectangular ducts with sheet metal screws. Provide one screw at top of duct and one screw at bottom of duct.

F. Installation of Flexible Ductwork:

1. Provide flexible ducts with supports at 30" centers with 2" wide, 26 Ga. steel hanger collar attached to the structure with an approved duct hanger. Installation shall minimize sharp radius turns or offsets.
   a. Supports shall be in accordance with UMC Standard 6-5
2. Make connection to duct with spin-in fittings, with air scoop and balance damper.

G. Paint inside of ducts, visible through grille, flat black.

H. Where ductwork is installed in finished areas of buildings that do not have ceilings, paint ductwork, support hangers, and air inlets and outlets to match adjacent architectural surfaces.

3.5 CLEANING AND PROTECTION

A. Clean ductwork internally, unit by unit as it is installed, of dust and debris. Clean external surfaces of foreign substances that may cause corrosive deterioration of metal or where ductwork is to be painted.

B. Strip protective paper from stainless ductwork surfaces, and repair finish wherever it has been damaged.

C. Temporary Closure: At ends of ducts that are not connected to equipment or air distribution devices at time of ductwork installation, provide temporary closure of polyethylene film or other covering that will prevent entrance of dust and debris until connections are to be completed.

3.6 DAMPERS

A. All dampers automatically controlled by dampers motors are specified under “Temperature Control System” except those specified with items of equipment.

B. Provide opposed blade manual air dampers at each branch duct connection and at locations indicated on the Drawings and where necessary to control airflow for balancing system. Provide an opposed-blade balancing-damper in each zone supply duct. Provide an access panel or Ventlok flush-type damper regulator on ceiling or wall for each concealed damper.

C. Install fusible link fire dampers full size of duct at points where shown or required.

D. Provide 18”x12” minimum hinged access doors in ductwork and furring for easy access to each fire damper; insulated access doors in insulated ducts. Label access doors with ½” high red letters.

1. Provide Ventlok access doors with Series 100 hardware for convenient access to all automatic dampers and other components of the system, insulated type in insulated ducts. Provide Ventlok #202 for light duty up to 2” thick doors. Provide #260 hinges on all hinged and personnel access doors and include gasketing.

3.7 AIR INLETS AND OUTLETS

A. Provide all air inlets and outlets with gaskets and install so that there will be no streaking of the walls or ceilings due to leakage. Duct connection to outlet on exposed duct shall be full size of outer perimeter of outlet flange.

B. Ceiling mounted air terminals or services installed in T-bar type ceiling systems shall be positively attached to the ceiling suspension main runners or to cross runners with the same carrying capacity as the main runners.

1. Terminals or services weighing not more than 56 pounds shall have two #12 Ga. hangers connected from the terminal or service to the structure above. These wires may be slack.

2. Terminals or services weighing more than 56 pounds shall be supported directly from the structure above by approved hangers. Provide 4 taut 12 Ga. wires each, attached to the fixture and to the structure above. The 4 taut 12 Ga. wires, including their attachment

to the structure above must be capable of supporting 4 times the weight of the unit.

3. Secure air inlets and outlets to main runners of ceiling suspension system with 2 sheet metal screws.

C. Furnish all air inlets and outlets with baked prime coat unless otherwise noted. Provide off-white baked enamel finish on ceiling-mounted air inlets and outlets. Exposed mounting screws shall be painted to match the material being secured.

D. Air inlets and outlets shall match all qualities of these specified including appearance, throw, noise level, adjustability, etc.

3.8 FANS

A. Provide access doors for fans or motors mounted in ductwork.

B. Mount all fans so that they are completely isolated from building.

C. Fan motors mounted in air-stream to be totally enclosed.

D. Completely line supply, return or exhaust fan cabinets with 1” thick, ¾ pound density acoustic insulation securely cemented in place.

E. Roof fans shall be mounted level.

3.9 EQUIPMENT CHECK, TEST AND START

A. A specialized company, acting as a subcontractor to the air conditioning contractor shall perform the check, test and start of each air-handling unit. The company selected shall have had experience on similar projects and shall have demonstrated by past performance that the personnel are qualified to do such work. The firm selected shall have approval of the Architect prior to start of work.

B. Provide all personnel, test instruments, and equipment to properly perform the check, test and start.

C. The check, test and start of each item of equipment shall be in accordance with manufacturer’s printed instructions. Three copies of the completed check, test and start report of each item of equipment shall be bound with the operating and maintenance instructions. Include a full test of all economizer operations as part of the equipment check. Confirm that wiring and motor operation is correct.

D. Upon completion of work, provide a schedule of planned maintenance indicating frequency of service for all equipment components. Post schedule where directed under plastic.

3.10 TESTING AND BALANCING

A. Contractor shall provide for adjustments and/or additions or modifications to fan and motor sheaves, belts, damper linkages and the like to achieve proper air balance at no additional cost.

B. Testing and balancing shall be performed in complete accordance with AABC National Standards for Field Measurements and Instrumentation, Volume Four. Testing and balancing shall be performed on air distribution systems, chilled water system, heating water system, and domestic water system.

C. Balance air quantities of supply, return, outside air, and exhaust to achieve those given on Drawings with accuracy within minus 5 percent and plus 10 percent. Ensure that dampers remain full open during economizer cycle, and full closed at all other times. Test each system for building operating pressure, under all operating conditions, including all phases of the economy cycle. Maximum building pressure shall not exceed +0.04 “ WC.

D. Instruments used for testing and balancing of systems shall have been calibrated within a period of six months and shall be checked for accuracy prior to start of work.

E. Adjust single or double deflection registers and variable pattern diffusers to evenly distribute air within the conditioned space. The terminal air velocity at 5 foot above the floor shall not exceed 50 FPM in normal air-conditioned spaces.

3.11 EQUIPMENT MOUNTING

A. Mounting and anchorage of equipment shall be in strict compliance with drawing details. Alternate anchorage methods will not be considered for roof mounted equipment.

3.12 OPERATOR TRAINING

A. On-site training services shall be made available to the facility maintenance and operation staff. The contractor’s designated personnel shall present all O&M manuals for newly installed equipment and controls components, and demonstration shall be provided for, but not be limited to, the following:

1. Control system login, set point manipulation, monitoring & trend data observation.
2. Access & provision for common equipment services and/or warranty requirements, such as fan belt replacement, filter changeout, lubrication, etc.

END OF SECTION

SECTION 23 31 13

METAL DUCTS

PART 1 GENERAL

1.1 SUMMARY

A. Section Includes:
1. Rectangular ducts and fittings.
2. Round ducts and fittings.
3. Sheet metal materials.
4. Sealants and gaskets.
5. Hangers and supports.
6. Seismic-restraint devices.

1.2 PERFORMANCE REQUIREMENTS

A. Delegated Duct Design: Duct construction, including sheet metal thicknesses, seam and joint construction, reinforcements, and hangers and supports, shall comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and performance requirements and design criteria indicated in "Duct Schedule" Article.

B. Structural Performance: Duct hangers and supports and seismic restraints shall withstand the effects of gravity and seismic loads and stresses within limits and under conditions described in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" and ASCE/SEI 7.
1. Seismic Hazard Level A: Seismic force to weight ratio, 0.48.
2. Seismic Hazard Level B: Seismic force to weight ratio, 0.30.
3. Seismic Hazard Level C: Seismic force to weight ratio, 0.15.

C. Airstream Surfaces: Surfaces in contact with the airstream shall comply with requirements in ASHRAE 62.1.

1.3 SUBMITTALS

A. Product Data: For each type of product indicated.

B. Shop Drawings:
1. Fabrication, assembly, and installation, including plans, elevations, sections, components, and attachments to other work.
2. Factory- and shop-fabricated ducts and fittings.
3. Duct layout indicating sizes, configuration, and static-pressure classes.
4. Elevation of top of ducts.
5. Dimensions of main duct runs from building grid lines.
6. Fittings.
7. Reinforcement and spacing.

8. Seam and joint construction.
9. Penetrations through fire-rated and other partitions.
10. Equipment installation based on equipment being used on Project.
11. Locations for duct accessories, including dampers, turning vanes, and access doors and panels.
12. Hangers and supports, including methods for duct and building attachment, seismic restraints, and vibration isolation.

C. Delegated-Design Submittal:
1. Sheet metal thicknesses.
2. Joint and seam construction and sealing.
3. Reinforcement details and spacing.
4. Materials, fabrication, assembly, and spacing of hangers and supports.
5. Design Calculations: Calculations for selecting hangers and supports and seismic restraints.

D. Coordination Drawings: Plans, drawn to scale, on which the following items are shown and coordinated with each other, using input from installers of the items involved:
1. Duct installation in congested spaces, indicating coordination with general construction, building components, and other building services. Indicate proposed changes to duct layout.
2. Suspended ceiling components.
3. Structural members to which duct will be attached.
4. Size and location of initial access modules for acoustical tile.
5. Penetrations of smoke barriers and fire-rated construction.
6. Items penetrating finished ceiling including the following:
a. Lighting fixtures.
b. Air outlets and inlets.
c. Speakers.
d. Sprinklers.
e. Access panels.
f. Perimeter moldings.

E. Welding certificates.

1.4 QUALITY ASSURANCE

A. Welding Qualifications: Qualify procedures and personnel according to AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

B. Welding Qualifications: Qualify procedures and personnel according to the following:
1. AWS D1.1/D1.1M, "Structural Welding Code - Steel," for hangers and supports.
2. AWS D1.2/D1.2M, "Structural Welding Code - Aluminum," for aluminum supports.
3. AWS D9.1M/D9.1, "Sheet Metal Welding Code," for duct joint and seam welding.

C. ASHRAE Compliance: Applicable requirements in ASHRAE 62.1, Section 5 - "Systems and Equipment" and Section 7 - "Construction and System Start-Up."

D. ASHRAE/IESNA Compliance: Applicable requirements in ASHRAE/IESNA 90.1, Section 6.4.4 - "HVAC System Construction and Insulation."

PART 2 PRODUCTS

2.1 RECTANGULAR DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" based on indicated static-pressure class unless otherwise indicated.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-1, "Rectangular Duct/Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 2-2, "Rectangular Duct/Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

D. Elbows, Transitions, Offsets, Branch Connections, and Other Duct Construction: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 4, "Fittings and Other Construction," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.2 ROUND DUCTS AND FITTINGS

A. General Fabrication Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 3, "Round, Oval, and Flexible Duct," based on indicated static-pressure class unless otherwise indicated.

1. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:
    a. Lindab Inc.
    b. McGill AirFlow LLC.
    c. SEMCO Incorporated.
    d. Sheet Metal Connectors, Inc.
    e. Spiral Manufacturing Co., Inc.
    f. Or approved equal.

B. Transverse Joints: Select joint types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-1, "Round Duct Transverse Joints," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal

and Flexible."

1. Transverse Joints in Ducts Larger Than 60 Inches in Diameter: Flanged.

C. Longitudinal Seams: Select seam types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-2, "Round Duct Longitudinal Seams," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

1. Fabricate round ducts larger Than 90 inches in diameter with butt-welded longitudinal seams.

D. Tees and Laterals: Select types and fabricate according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Figure 3-5, "90 Degree Tees and Laterals," and Figure 3-6, "Conical Tees," for static-pressure class, applicable sealing requirements, materials involved, duct-support intervals, and other provisions in SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."

2.3 SHEET METAL MATERIALS

A. General Material Requirements: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for acceptable materials, material thicknesses, and duct construction methods unless otherwise indicated. Sheet metal materials shall be free of pitting, seam marks, roller marks, stains, discolorations, and other imperfections.

B. Galvanized Sheet Steel: Comply with ASTM A 653/A 653M.

1. Galvanized Coating Designation: G60.
2. Finishes for Surfaces Exposed to View: Mill phosphatized.

C. Carbon-Steel Sheets: Comply with ASTM A 1008/A 1008M, with oiled, matte finish for exposed ducts.

D. Stainless-Steel Sheets: Comply with ASTM A 480/A 480M, Type 304 or 316, as indicated in the "Duct Schedule" Article; cold rolled, annealed, sheet. Exposed surface finish shall be No. 2B, No. 2D, No. 3, or No. 4 as indicated in the "Duct Schedule" Article.

E. Aluminum Sheets: Comply with ASTM B 209 Alloy 3003, H14 temper; with mill finish for concealed ducts, and standard, one-side bright finish for duct surfaces exposed to view.

F. Reinforcement Shapes and Plates: ASTM A 36/A 36M, steel plates, shapes, and bars; black and galvanized.

1. Where black- and galvanized-steel shapes and plates are used to reinforce aluminum ducts, isolate the different metals with butyl rubber, neoprene, or EPDM gasket materials.

G. Tie Rods: Galvanized steel, 1/4-inch minimum diameter for lengths 36 inches or less; 3/8-inch minimum diameter for lengths longer than 36 inches.

2.4 SEALANT AND GASKETS

A. General Sealant and Gasket Requirements: Surface-burning characteristics for sealants and gaskets shall be a maximum flame-spread index of 25 and a maximum smoke-developed index of 50 when tested according to UL 723; certified by an NRTL.

B. Two-Part Tape Sealing System:
   1. Tape: Woven cotton fiber impregnated with mineral gypsum and modified acrylic/silicone activator to react exothermically with tape to form hard, durable, airtight seal.
   2. Tape Width:3 inches.
   3. Sealant: Modified styrene acrylic.
   4. Water resistant.
   5. Mold and mildew resistant.
   6. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
   7. Service: Indoor and outdoor.
   8. Service Temperature: Minus 40 to plus 200 deg F.
   9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum.
   10. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
   11. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

C. Water-Based Joint and Seam Sealant:
   1. Application Method: Brush on.
   2. Solids Content: Minimum 65 percent.
   3. Shore A Hardness: Minimum 20.
   4. Water resistant.
   5. Mold and mildew resistant.
   6. VOC: Maximum 75 g/L (less water).
   7. Maximum Static-Pressure Class: 10-inch wg, positive and negative.
   8. Service: Indoor or outdoor.
   9. Substrate: Compatible with galvanized sheet steel (both PVC coated and bare), stainless steel, or aluminum sheets.

D. Flanged Joint Sealant: Comply with ASTM C 920.
   1. General: Single-component, acid-curing, silicone, elastomeric.
   2. Type: S.
   3. Grade: NS.
   4. Class: 25.
   5. Use: O.
   6. For indoor applications, use sealant that has a VOC content of 250 g/L or less when calculated according to 40 CFR 59, Subpart D (EPA Method 24).
   7. Sealant shall comply with the testing and product requirements of the California Department of Health Services' "Standard Practice for the Testing of Volatile Organic Emissions from Various Sources Using Small-Scale Environmental Chambers."

E. Flange Gaskets: Butyl rubber, neoprene, or EPDM polymer with polyisobutylene plasticizer.

F. Round Duct Joint O-Ring Seals:

1. Seal shall provide maximum leakage class of 3 cfm/100 sq. ft. at 1-inch wg and shall be rated for 10-inch wg static-pressure class, positive or negative.
2. EPDM O-ring to seal in concave bead in coupling or fitting spigot.
3. Double-lipped, EPDM O-ring seal, mechanically fastened to factory-fabricated couplings and fitting spigots.

2.5 HANGERS AND SUPPORTS

A. Hanger Rods for Noncorrosive Environments: Cadmium-plated steel rods and nuts.

B. Hanger Rods for Corrosive Environments: Electrogalvanized, all-thread rods or galvanized rods with threads painted with zinc-chromate primer after installation.

C. Strap and Rod Sizes: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct."

D. Steel Cables for Galvanized-Steel Ducts: Galvanized steel complying with ASTM A 603.

E. Steel Cables for Stainless-Steel Ducts: Stainless steel complying with ASTM A 492.

F. Steel Cable End Connections: Cadmium-plated steel assemblies with brackets, swivel, and bolts designed for duct hanger service; with an automatic-locking and clamping device.

G. Duct Attachments: Sheet metal screws, blind rivets, or self-tapping metal screws; compatible with duct materials.

H. Trapeze and Riser Supports:

1. Supports for Galvanized-Steel Ducts: Galvanized-steel shapes and plates.
2. Supports for Stainless-Steel Ducts: Stainless-steel shapes and plates.
3. Supports for Aluminum Ducts: Aluminum or galvanized steel coated with zinc chromate.

2.6 SEISMIC-RESTRAINT DEVICES

A. Manufacturers: Subject to compliance with requirements, available manufacturers offering products that may be incorporated into the Work include, but are not limited to, the following:

1. Cooper B-Line, Inc.; a division of Cooper Industries.
2. Ductmate Industries, Inc.
3. Hilti Corp.
4. Kinetics Noise Control.
5. Loos & Co.; Cableware Division.
6. Mason Industries.
7. TOLCO; a brand of NIBCO INC.
8. Unistrut Corporation; Tyco International, Ltd.
9. Or approved equal.

B. General Requirements for Restraint Components: Rated strengths, features, and applications shall be as defined in reports by an agency acceptable to authorities having jurisdiction.

1. Structural Safety Factor: Allowable strength in tension, shear, and pullout force of components shall be at least four times the maximum seismic forces to which they will be subjected.

C. Channel Support System: Shop- or field-fabricated support assembly made of slotted steel channels rated in tension, compression, and torsion forces and with accessories for attachment to braced component at one end and to building structure at the other end. Include matching components and corrosion-resistant coating.

D. Restraint Cables: ASTM A 603, galvanized-steel cables with end connections made of cadmium-plated steel assemblies with brackets, swivel, and bolts designed for restraining cable service; and with an automatic-locking and clamping device or double-cable clips.

E. Hanger Rod Stiffener: Reinforcing steel angle clamped to hanger rod.

F. Mechanical Anchor Bolts: Drilled-in and stud-wedge or female-wedge type. Select anchor bolts with strength required for anchor and as tested according to ASTM E 488.

PART 3 EXECUTION

3.1 DUCT INSTALLATION

A. Drawing plans, schematics, and diagrams indicate general location and arrangement of duct system. Indicated duct locations, configurations, and arrangements were used to size ducts and calculate friction loss for air-handling equipment sizing and for other design considerations. Install duct systems as indicated unless deviations to layout are approved on Shop Drawings and Coordination Drawings.

B. Install ducts according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" unless otherwise indicated.

C. Install round ducts in maximum practical lengths.

D. Install ducts with fewest possible joints.

E. Install factory- or shop-fabricated fittings for changes in direction, size, and shape and for branch connections.

F. Unless otherwise indicated, install ducts vertically and horizontally, and parallel and perpendicular to building lines.

G. Install ducts close to walls, overhead construction, columns, and other structural and permanent enclosure elements of building.

H. Install ducts with a clearance of 1 inch, plus allowance for insulation thickness.

I. Route ducts to avoid passing through transformer vaults and electrical equipment rooms and enclosures.

J. Where ducts pass through non-fire-rated interior partitions and exterior walls and are exposed to view, cover the opening between the partition and duct or duct insulation with

sheet metal flanges of same metal thickness as the duct. Overlap openings on four sides by at least 1-1/2 inches.

K. Where ducts pass through fire-rated interior partitions and exterior walls, install fire dampers.

L. Protect duct interiors from moisture, construction debris and dust, and other foreign materials. Comply with SMACNA's "IAQ Guidelines for Occupied Buildings Under Construction," Appendix G, "Duct Cleanliness for New Construction Guidelines."

3.2 INSTALLATION OF EXPOSED DUCTWORK

A. Protect ducts exposed in finished spaces from being dented, scratched, or damaged.

B. Trim duct sealants flush with metal. Create a smooth and uniform exposed bead. Do not use two-part tape sealing system.

C. Grind welds to provide smooth surface free of burrs, sharp edges, and weld splatter. When welding stainless steel with a No. 3 or 4 finish, grind the welds flush, polish the exposed welds, and treat the welds to remove discoloration caused by welding.

D. Maintain consistency, symmetry, and uniformity in the arrangement and fabrication of fittings, hangers and supports, duct accessories, and air outlets.

E. Repair or replace damaged sections and finished work that does not comply with these requirements.

3.3 DUCT SEALING

A. Seal ducts for duct static-pressure, seal classes, and leakage classes specified in "Duct Schedule" Article according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible." In no case should leakage exceed 10% of total system capacity.

B. Seal ducts to the following seal classes according to SMACNA's "HVAC Duct Construction Standards - Metal and Flexible":

1. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible."
2. Outdoor, Supply-Air Ducts: Seal Class A.
3. Outdoor, Exhaust Ducts: Seal Class C.
4. Outdoor, Return-Air Ducts: Seal Class C.
5. Unconditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class B.
6. Unconditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class A.
7. Unconditioned Space, Exhaust Ducts: Seal Class C.
8. Unconditioned Space, Return-Air Ducts: Seal Class B.
9. Conditioned Space, Supply-Air Ducts in Pressure Classes 2-Inch wg and Lower: Seal Class C.
10. Conditioned Space, Supply-Air Ducts in Pressure Classes Higher Than 2-Inch wg: Seal Class B.
11. Conditioned Space, Exhaust Ducts: Seal Class B.
12. Conditioned Space, Return-Air Ducts: Seal Class C.

3.4 HANGER AND SUPPORT INSTALLATION

A. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Chapter 5, "Hangers and Supports."

B. Building Attachments: Concrete inserts, powder-actuated fasteners, or structural-steel fasteners appropriate for construction materials to which hangers are being attached.

1. Where practical, install concrete inserts before placing concrete.
2. Install powder-actuated concrete fasteners after concrete is placed and completely cured.
3. Use powder-actuated concrete fasteners for standard-weight aggregate concretes or for slabs more than 4 inches thick.
4. Do not use powder-actuated concrete fasteners for lightweight-aggregate concretes or for slabs less than 4 inches thick.
5. Do not use powder-actuated concrete fasteners for seismic restraints.

C. Hanger Spacing: Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible," Table 5-1, "Rectangular Duct Hangers Minimum Size," and Table 5-2, "Minimum Hanger Sizes for Round Duct," for maximum hanger spacing; install hangers and supports within 24 inches of each elbow and within 48 inches of each branch intersection.

D. Hangers Exposed to View: Threaded rod and angle or channel supports.

E. Support vertical ducts with steel angles or channel secured to the sides of the duct with welds, bolts, sheet metal screws, or blind rivets; support at each floor and at a maximum intervals of 16 feet.

F. Install upper attachments to structures. Select and size upper attachments with pull-out, tension, and shear capacities appropriate for supported loads and building materials where used.

G. Refer to plans for hanger details. Comply with this section or the plans, whichever is more stringent.

3.5 SEISMIC-RESTRAINT-DEVICE INSTALLATION

A. Install ducts with hangers and braces designed to support the duct and to restrain against seismic forces required by applicable building codes. Comply with ASCE/SEI 7.

1. Space lateral supports a maximum of 40 feet o.c., and longitudinal supports a maximum of 80 feet o.c.
2. Brace a change of direction longer than 12 feet.

B. Select seismic-restraint devices with capacities adequate to carry present and future static and seismic loads.

C. Install cables so they do not bend across edges of adjacent equipment or building structure.

D. Install cable restraints on ducts that are suspended with vibration isolators.

E. Install seismic-restraint devices using methods approved by an agency acceptable to authorities having jurisdiction.

F. Attachment to Structure: If specific attachment is not indicated, anchor bracing and restraints to structure, to flanges of beams, to upper truss chords of bar joists, or to concrete members.

G. Drilling for and Setting Anchors:

1. Identify position of reinforcing steel and other embedded items prior to drilling holes for anchors. Do not damage existing reinforcement or embedded items during drilling. Notify the Architect if reinforcing steel or other embedded items are encountered during drilling. Locate and avoid prestressed tendons, electrical and telecommunications conduit, and gas lines.
2. Do not drill holes in concrete or masonry until concrete, mortar, or grout has achieved full design strength.
3. Wedge Anchors: Protect threads from damage during anchor installation. Heavy-duty sleeve anchors shall be installed with sleeve fully engaged in the structural element to which anchor is to be fastened.
4. Set anchors to manufacturer's recommended torque, using a torque wrench.
5. Install zinc-coated steel anchors for interior applications and stainless-steel anchors for applications exposed to weather.

3.6 CONNECTIONS

A. Make connections to equipment with flexible connectors.

B. Comply with SMACNA's "HVAC Duct Construction Standards - Metal and Flexible" for branch, outlet and inlet, and terminal unit connections.

3.7 DUCT CLEANING

A. Clean new duct system(s) before testing, adjusting, and balancing.

B. Use service openings for entry and inspection.

1. Create new openings and install access panels appropriate for duct static-pressure class if required for cleaning access. Provide insulated panels for insulated or lined duct. Patch insulation and liner as recommended by duct liner manufacturer.
2. Disconnect and reconnect flexible ducts as needed for cleaning and inspection.
3. Remove and reinstall ceiling to gain access during the cleaning process.

C. Particulate Collection and Odor Control:

1. When venting vacuuming system inside the building, use HEPA filtration with 99.97 percent collection efficiency for 0.3-micron-size (or larger) particles.
2. When venting vacuuming system to outdoors, use filter to collect debris removed from HVAC system, and locate exhaust downwind and away from air intakes and other points of entry into building.

D. Clean the following components by removing surface contaminants and deposits:

1. Air outlets and inlets (registers, grilles, and diffusers).
2. Supply, return, and exhaust fans including fan housings, plenums (except ceiling supply and return plenums), scrolls, blades or vanes, shafts, baffles, dampers, and drive assemblies.

3. Air-handling unit internal surfaces and components including mixing box, coil section, air wash systems, spray eliminators, condensate drain pans, humidifiers and dehumidifiers, filters and filter sections, and condensate collectors and drains.
4. Coils and related components.
5. Return-air ducts, dampers, actuators, and turning vanes except in ceiling plenums and mechanical equipment rooms.
6. Supply-air ducts, dampers, actuators, and turning vanes.
7. Dedicated exhaust and ventilation components and makeup air systems.

E. Mechanical Cleaning Methodology:

1. Clean metal duct systems using mechanical cleaning methods that extract contaminants from within duct systems and remove contaminants from building.
2. Use vacuum-collection devices that are operated continuously during cleaning. Connect vacuum device to downstream end of duct sections so areas being cleaned are under negative pressure.
3. Use mechanical agitation to dislodge debris adhered to interior duct surfaces without damaging integrity of metal ducts, duct liner, or duct accessories.
4. Clean fibrous-glass duct liner with HEPA vacuuming equipment; do not permit duct liner to get wet. Replace fibrous-glass duct liner that is damaged, deteriorated, or delaminated or that has friable material, mold, or fungus growth.
5. Clean coils and coil drain pans according to NADCA 1992. Keep drain pan operational. Rinse coils with clean water to remove latent residues and cleaning materials; comb and straighten fins.
6. Provide drainage and cleanup for wash-down procedures.
7. Antimicrobial Agents and Coatings: Apply EPA-registered antimicrobial agents if fungus is present. Apply antimicrobial agents according to manufacturer's written instructions after removal of surface deposits and debris.

END OF SECTION

SECTION 26 05 00 - COMMON WORK RESULTS FOR ELECTRICAL

PART 1 GENERAL

1.1 SECTION INCLUDES

A. All basic instructions of the project including scope and project electrical requirements.

1.2 RELATED SECTIONS

A. All of the Division 26 Sections relate.

1.3 QUALIFICATIONS

A. Electrical Contractor shall be established with a minimum of 5 years in the area with a working knowledge of the California Electrical Code.

B. All electrical equipment shall be of a manufacturer as specified or approved equal.

1.4 REFERENCES

A. California Electrical Code 2016 Edition

B. California Building Code 2016 Edition

C. California Mechanical Code 2016 Edition

D. California Fire Code 2013 Edition.

PART 2 SCOPE AND PROJECT ELECTRICAL REQUIREMENTS

2.1 PROVISIONS

A. The General Conditions, Supplemental Conditions and Division 01, General Requirements, are a part of this section and the Contract for this work and apply to this Section as fully as if repeated herein.

2.2 SCOPE

A. Provide all labor, materials, tools, plant equipment, transportation and perform all operations necessary for and completion of all electrical work whether specifically mentioned or not; all as indicated, specified herein, and/or implied thereby to carry out the apparent intent thereof. Some of the items of work specified herein are as follows.

1. Study work and related drawings and specifications of all other crafts whose work abuts, adjoins, or in any manner is affected by work of this Section. Consult with other trades and with them expedite and coordinate material and labor to avoid omissions and delays.
2. Complete system of 208/120 volt, three phase, four wire, wiring distributions including all branch circuits and outlets for the lighting and convenience outlets, as shown on the drawings.
3. Electrical Service.

4. Any electrical item that needs to be relocated temporarily in order to carry out the contract works shall be included in the bid.
5. All lighting fixtures furnished and installed complete with lamps.
6. Exit and Emergency Lighting.
7. Provide data and telephone system conduits and boxes, as shown on the plans and specified herein. All outlets, cover plates, cables and terminations for data system by owners vendor.
8. Framing and other associated work required for the installation of the electrical system.
9. Submission of shop drawings and submittals.
10. Excavation, backfill, framing and other associated work required for the installation of the electrical systems.
11. “As-Built” drawings.
12. Acceptance testing for all the different systems installed. Provide itemized list of tests carried out and recorded test results.
13. Prepare day-by-day record of "as built" changes as specified hereinafter.
14. Furnish, install and connect all line voltage conduit and wiring to mechanical equipment and other Owner furnished electrical equipment unless otherwise noted. Conduit and wiring for low voltage control wiring of the HVAC systems is under another section unless otherwise noted.
15. Furnish and install disconnect switches, as required for the mechanical equipment and controls as shown on electrical and mechanical drawings. Install all motor starters furnished loose by Mechanical Contractor.

2.3 WORK NOT INCLUDED:

The following work as outlined is not included in the Electrical Contract; however, this Contractor shall cooperate with the other contractors involved and shall be responsible to give complete directions on sizes of openings, locations, etc., and to insure that the completed electrical installation shall be of good workmanship and in accordance with drawings and specifications.

A. Telephone and Data processing system head end equipment and rack.

2.4 QUALITY ASSURANCE:

A. QUALIFICATIONS OF INSTALLERS: For the actual fabrication, installation and testing of the electrical work, use only personnel who are thoroughly trained and experienced in the skills required and who are completely familiar with the manufacturers recommend methods of installation, the equipment to be utilized, and the requirements of this work.

B. PERMITS AND ORDINANCES: Comply with all codes, ordinances, and authorities having jurisdiction, including all local ordinances, the State of California Title 24, the California Electrical Code, and the California Building Code. Electrical Contractor shall procure and pay for all permits, licenses, etc. required to carry on and complete the work. Additionally:

1. Comply with pertinent requirements of Underwriters' Laboratories, incorporated for all items installed for which UL standards have been established.

2.5 REVIEW SUBMITTALS:

A. For ease of maintenance and parts replacement, to the maximum extent possible use equipment of a single manufacturer. The Architect reserves the right to reject any Materials List which contains equipment from various manufacturers if suitable materials can be secured from fewer manufacturers and to require that the source of materials be unified to the maximum extent possible.

B. When specific names are used in connection with materials, they are used as standards only, but this implies no right upon the part of the Contractor to use other materials or methods unless approved as equal in quality and utility by the Architect in writing and in accordance with provisions for substitutions previously stipulated in these specifications.

C. Shop drawings and all supporting data shall be submitted as instruments of the Contractor. Contractor shall place his stamp on the cover sheet of submittal documents, thereby stating that the equipment meets all requirements of the conditions. At least one set of submittals shall have check marks at each item indicating that the Contractor has verified compliance with the above requirements.

D. Should the original submittal of a proposed substitution be rejected, the specified item shall be furnished.

E. Within twenty-one (21) days after award of contract, submit (7) bound copies of brochures containing complete information and catalog cuts on all equipment including, that which is to be furnished as specified. Include wiring diagrams where so required. The brochures shall be bound separately according to classifications of equipment such as power, lighting, emergency generator, signal systems and miscellaneous systems. Proposed substitutions shall be accompanied by catalog cuts, ratings, sizes, performance curves, shop drawings and other data complete to prove full equality to the specified item. At least one copy of the submittals for each system shall be made up of original printed manufacturer's cut sheets. Additional copies by may be made up of Xerox copies. FAX submittals and electronically transmitted submittals are not acceptable and will be returned unreviewed.

F. Approval of a substitution does not authorize any deviation from the utility, size or function of the specified item unless specifically pointed out and approval requested in the letter of submittals. Responsibility for conflicts due to space limitations are not relieved by approval of a substitution. If revision of wiring, piping or arrangement of other equipment is necessary, after approval, furnish the Architect with (7) copies for file and future reference.

G. Panelboard submittals shall be arranged to show bussing circuit numbers with respective branch circuit devices similar to schedules on drawings. Switchboard and motor control center submittals shall show elevations indicating layout of devices, metering, etc. Device ratings, circuit numbers and nameplates shall be in table form. Terminal cabinet submittals shall include elevations with terminal strip mounting arrangement.

H. Unless otherwise shown or specified, material shall be new, full weight, standard, the best quality of its' kind and satisfactory to the Architect. Materials shall be stored and protected as necessary and/or required by the Architect, and the Contractor shall be entirely

responsible for damage or loss from any cause. Unless otherwise shown or specified, major equipment shall be the product of a manufacturer who has for a period of not less than five (5) years, been in successful manufacture of the equipment and who has nationally distributed catalog covering ratings and specifications of said equipment.

I. Electrical materials and equipment shall bear the label of, or be listed by, the Underwriters' Laboratories unless of a type for which label or listing service is not provided.

J. Materials and components shall conform to industrial standards including:

N.E.M.A. - National Electrical Manufacturers' Association

A.S.A. - American Standards Association

A.S.T.M. - American Society of Testing Materials

I.P.C.E.A. - Insulated Power Cable Engineers' Association

C.B.M. - Certified Ballast Manufacturers

K. Samples of fixtures, materials and equipment shall be submitted for approval of Architect if requested.

L. As a minimum, submittals shall be provided for the following items/systems:

1. Basic Electrical Materials.
2. Light fixtures and controls.
3. Panelboards.
4. Main service switchboard.

2.6 PRODUCT HANDLING:

A. Delivery and Storage: Deliver material in time to insure uninterrupted progress of the work. Materials shall be stored in a manner to preclude damage and permit ready access for inspection and identification of each shipment. Materials shall be kept free from dirt, grease and other foreign matter, and shall be protected from corrosion. Materials showing evidence of damage will be rejected and shall be immediately removed from the work.

B. Protection: Use all means necessary to protect the electrical work and fixtures before, during, and after installation and to protect the installed work and materials of all other trades.

C. Replacements: In the event of damage to either the work or materials hereunder or the work and/or materials of other trades, immediately make all repairs and replacements necessary to the approval of the Architect and at no additional expense to the Owner.

2.7 JOB CONDITIONS:

A. Examination of Site: Contractor shall be held to have visited the site and satisfied himself as to the conditions under which the work is to be performed. Contractor shall check all existing conditions which may affect the work under this Section. No allowances will subsequently be made on behalf of the Contractor for any extra expense to which

Contractor may be put due to any failure or neglect relative to the discovery of conditions affecting the work under this Section.

B. Specification and Contract Drawings: Accuracy of data given herein and on the drawings are as exact as could be secured, but their extreme accuracy is not guaranteed. The drawings and specifications are for the assistance and guidance of the Contractor and exact locations, distances, levels, etc., will be governed by the building and the Contractor shall accept same with this understanding.

1. Drawings and specifications may be superseded by later detail specifications and detail drawings prepared by the Architect, and the Contract shall conform to them and to such reasonable changes in the Contract Drawings as may be called for by those revised drawings without extra cost to the Owner. Where work called for exceeds code requirements, drawings and specifications shall take precedence.
2. Layouts of equipment, accessories and wiring systems are diagrammatic (not pictorial), but shall be followed as closely as possible. Architectural, structural and other mechanical drawings shall be examined, noting all conditions that may affect this work. Report conflicting conditions to the Architect for adjustment before proceeding with work.
3. Should Contractor proceed with work without so reporting matter, he does so on his own responsibility, and shall alter work if directed by the Architect, at his own expense. Right is reserved to make minor changes in locations of equipment and wiring systems shown, providing change is ordered before conduit runs and/or work directly connected to same is installed and no extra materials are required.

C. Relocation by Owner: The Owner reserves the right to make minor changes in locations of equipment, lighting, outlets, switches, telephone outlets, and any other component of the electrical work under this Section, providing such change is ordered before conduit runs and/or work directly connected to same is installed and no extra materials are required, all at no extra cost to the Owner.

D. Working Space: Adequate working space shall be provided around electrical equipment in strict compliance with the Electrical Safety Orders. In general provide six and one half feet (6' - 6") of headroom and thirty-six inches (36") minimum clear work space in front of panelboards and controls for 120 volts and forty-two inches (42") 480 volts. Particular attention shall be paid to CEC Article 110-26 and 408.

E. Equipment Identification: Nameplates shall be installed on electrical equipment. Equipment to be so labeled shall include the following:

1. Individual enclosures such as disconnect switches, time switches, push buttons, contactors, relays, motor starters, etc.
2. Group mounted equipment such as panelboards and switchboard.
3. Individual circuit breakers on switchboards.
4. Wall switches for lighting or other use where the control function is not self-evident.
5. Each panel shall be labeled to provide the following information minimum:

   (a) Panel name.

   (b) Size of feeder feeding the panel.

(c) Rated voltage, amps and phases.

6. Each distribution panel shall be labeled to provide the following information minimum:

(a) Rated voltage, amps and phases.

(b) Main switch rating.

(c) Feeder circuit breaker rating with name of panel or equipment fed and size of feeder to this equipment.

7. Nameplates shall adequately describe the item and its' function or use of the particular equipment involved.

Nameplate material shall be laminated phenolic plastic. Black front and back with white core for normal power circuits, panels, etc. Engraving shall be through the outer layer. Embossed plastic pressure sensitive labels are not acceptable. In lieu of plastic plates, device plates shall be engraved directly with lettering filled with black enamel.

(a) Install engraved nameplates for each new panelboard, cabinet, disconnect, etc. Nameplates shall be securely fastened to the equipment with #4 phillips round head cadmium plated self-tapping screws, brass bolt.

(b) Label all switches and power receptacles as to the circuit number and panelboard that feeds them, normal and emergency. Such label shall be self adhesive white tape with black (normal power) or red (emergency power) letters made on a label maker.

F. Electrical Work for Motors and Appliances Furnished by Others:

1. Work is shown on drawings according to best information available at time drawings was prepared; but this Contractor shall obtain accurate information on equipment power requirements and connection points from Contractors furnishing the actual equipment and shall install electrical work to suit at no extra cost to Owner. Should Contractor proceed with work without first verifying accuracy of the plans, he does so on his own risk and shall alter work if required at his own expense.

2. Mechanical, Plumbing, and Fire Sprinkler Contractors shall furnish written or printed specifications, dimension sheets and wiring diagrams for the electrical work applying to the actual equipment being installed. Electrical Contractor shall be responsible for obtaining these and shall assist other Contractors in testing of their systems, but his responsibility is restricted to having correctly installed and connected electrical work in accordance with diagrams and specifications furnished him by the other Contractors.

G. OPERATIONS AND MAINTENANCE MANUALS: Provide “As-Built” drawings for each system as part of the O & M Manuel. Provide O & M Manuel for panels, light fixtures and lighting controls. Each binder shall be a 3 ring binder and have project name, contractor’s name, address, telephone and system description. Provide one binder for power/lighting systems. Do not combine these binders with any other disciplines on this project.

PART 3 EXECUTION

3.1 PREPARATION

A. REVIEW OF DEVELOPED CONDITIONS: Prior to the installation of any electrical system, under this Section, carefully inspect the installed work of all other trades and verify that all such work is complete to the point where the work hereunder can properly commence.

Verify that all electrical work can be performed in accordance with all pertinent codes and regulations, the original design, and the referenced standards.

B. DISCREPANCIES: In the event of discrepancies, immediately notify the Architect. Do not proceed with the installation of work hereunder in areas of discrepancy until all such discrepancies have been fully resolved.

3.2 EXECUTION

A. NAMEPLATES: Install engraved nameplates for each electrical device, disconnect control station, etc. Designation shall be as directed by the Engineer. Nameplates shall be securely fastened to the equipment with #4 Phillips round head cadmium plated self-tapping screws.

B. WEATHERPROOF CONSTRUCTION:

1. All wiring or equipment installed exterior to buildings or in wet or damp locations shall be weatherproof construction to suit the service conditions.
2. Outlet boxes shall be gasketed; electrical metallic tubing shall have compression type fittings; lighting fixtures shall be designed for exterior installation.
3. All exterior mounted equipment shall be corrosion resistant and constructed in accordance with NEMA standards for the service conditions encountered.

C. STRUCTURAL REQUIREMENTS: Installation under this Section shall comply with the Uniform Building Code and Title 24.

D. MANUFACTURER'S DIRECTIONS: Follow manufacturer's directions where these directions cover points not included in the drawings or in the specifications.

E. WORKMANSHIP: Workmanship shall be of the best quality and shall be performed by craftsmen to insure long and trouble-free service. The requirements of the Codes and Safety Orders are minimum standards.

F. CUTTING AND PATCHING: This Contractor shall be responsible for all cutting and patching required for the installation of the electrical work under this Section. The actual cutting and patching work shall be executed by the appropriate trade involved under the supervision of the General Contractor, but the cost of such cutting and patching shall be borne by this Contractor.

1. Neither holes or notches shall be made in any structural member without the written approval of the Structural Engineer for each specific location.
2. This Contractor shall arrange for, and bear all costs for, all necessary sleeves or openings in masonry, concrete, or other structural elements where such are permitted by the Structural Engineer.

G. CLEANING: Keep the premises in a neat, safe and orderly condition at all times during the execution of the electrical work. Areas adjacent to the electrical work, both interior and exterior shall be free from accumulations of debris and/or shipping containers and packing. All refuse shall be removed to the area of the job site set aside for its storage.

H. FLASHING AND SEALING: Flash and counter flash roof and wall penetrations in manner described under other applicable sections of this specification and as approved by the Architect. Conduits, ducts, etc. passing through finished walls shall be fitted with steel escutcheon plates, chrome or paint finish as directed. Conduits which penetrate floor slabs and concrete or masonry walls shall be grouted and sealed watertight at penetration in addition to escutcheon plate trim.

I. Cooperation and Coordination: Cooperate and coordinate with other crafts in putting the installation in place at a time when the space required by this installation is accessible. Works done with disregard to other crafts shall be moved at the Contractor's expense.

J. TESTING: The entire electrical installation shall be free from short circuits and improper grounds. Test all ground fault protection equipment where so provided. Test all wiring and connections for continuity and grounds before any fixtures or equipment are connected and where such test indicate faulty insulation or other defects, they shall be located, repaired and retested at the contractor’s expense. Electrical load shall be balanced at the panelboards. Rotation of all motors shall be checked and corrected, if necessary, after final connections are made.

1. Merger test insulation of all new feeder cables for a length of 30 seconds proior to connection between phases, between phase and neutral and between phase and ground. Use a 1000 Volt Megger. Provide a copy of test results for review by Engineer. Cables shall test at 2.5 Megohm or better..

2. System test shall be performed only by an individual who has attend a manufacturer’s training school for installation and testing the system as described herein. Testing of the system shall be performed with the test instruments as required by manufacturer; provide all instruments to make such test. Testing by means other than the manufacturer’s procedures will not be acceptable unless agreed to by the Owner, specifying Engineer and the Manufacturer.

3. For each test, the test report shall provide the following information.

    a. System Tested.

    b. Date Tested.

    c. Persons present during the test.

    d. Schedule of actual tests carried.

    e. Conclusion.

f. Signature by person responsible for the test.

g. Date of the report.

4. Demonstrate to the Owner and the Architect, that the entire installation is complete, in proper operating condition and that the Contract has been has been property and fully executed.

K. ACCEPTANCE BY GOVERNING AUTHORITIES: Upon the completion of the electrical work, and as a condition of its acceptance, this Contractor shall obtain final inspections and acceptance from local building inspection agencies, utility companies, and/or other governing authorities. Deliver to the Owner and the Architect verification of such acceptance.

3.3 COMPLETION:

A. Upon completion of work covered by this Contract, furnish Architect with Mylar transparencies, as required by the General Conditions, upon which shall be shown all changes of feeders, panels, circuits, light fixtures, etc., within building and installed under this contract, which are not in accord with these drawings for the work. Diazo sepia transparencies will not be acceptable.

B. In addition, furnish one tracing showing all outside utility lines, transformer pad, pullboxes, etc., installed under this Contract. Locate and dimension all work with reference to permanent landmarks.

C. All symbols and designations used in preparing "Record" drawings shall match those used in contract drawings. All record drawings shall be produced by CAD using same size of plan and symbols as the project plans. Each Sheet shall have “As-Built Plan” and date printed on it with complete address of the Contractor providing the As-Built plans.

D. Properly identify all stubs for future connections, as to locations and use, by setting of concrete marker at finished grade in the manner suitable to the Architect.

E. Guarantee: Acceptance of the Contract for this work includes this guarantee: The Contractor guarantees that he has performed the work in accordance with the Contract Documents. Contractor agrees to replace or repair, as new, any defective work, materials, or part which may appear within one years of final acceptance, if in the opinion of the Architect or the Owner the defect is due to workmanship or material.

Warranties, guarantees, certificates, etc. that are furnished and available for equipment and materials furnished and installed under this Section shall be properly filled out as of the date of the acceptance of the completed work by the Owner and shall be delivered to the Architect.

END OF SECTION

SECTION 26 05 19 – LOW VOLTAGE ELECTRICAL POWER CONDUCTORS AND CABLES

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Conductors

B. Lubricants

C. Splices

D. Pull Wires

E. Cable Identification

1.2 RELATED SECTIONS

A. Section 26 05 33: Raceways and Fittings

B. Section 26 27 26: Wiring Devices

C. Section 26 50 00: Lighting

1.3 REFERENCES

A. California Electrical Code 2016 Edition

PART 2 PRODUCTS

2.1 CABLES

A. Cables shall be 600V, insulated copper cables, CEC standard Types THW, THWN, THHN, or AVA, as manufactured by Essex, Houston Wire & Cable, American Insulated Wire Corp. or Rome Cable Company, subject to the following:

1. Branch circuit cables shall be copper cables, Type THWN, unless otherwise noted.
2. Cables for feeders and branch circuits installed on the roof, when permitted, shall be copper cables, Type THWN/THHN, unless otherwise noted.
3. Minimum size of all cables shall be #12 AWG unless otherwise indicated on the drawings.
4. Cables shall be delivered to the site in unbroken packages, plainly marked with the manufacturer's name, date of manufacture (not more than six months old), voltage size and classification number.
5. All wiring in continuous rows of fluorescent fixtures shall be Type MTW/AWM.
6. MC Cable and AC Cables are not approved on this project.

2.2 LUBRICANT

A. Lubricant for cable installation shall be powdered soapstone, Y-er EAS, Minerallac "Pull In" compound or other U.L. approved lubricant. Flax soap is not approved and not permitted on the job.

2.3 SPLICES

A. Splices of #10 and smaller, including fixture tape, shall be made with "Scotchlok" connectors, T&B "Piggys" or equal.

B. Splices of #8 through #4 shall be split bolt service connectors “Kerneys”, T&B “Lock Tites” or equal, insulated with Scotch #88 or Okeweld four-purpose tape.

C. Splices #2 and larger shall be OZ “ST” Series insulated with “Scotchfill” and Scotch #88 or Okeweld.

D. Splices in underground pull boxes shall be Scotchcast cast resin splices.

E. Wire splicing devices shall be sized according to manufacturer’s recommendations.

2.4 CABLE IDENTIFICATION

A. Non-ferrous identifying tags or pressure sensitive labels shall be securely fastened to all cables, feeders and power circuits in pull boxes and manholes. Tags or labels shall be stamped or printed to correspond with markings on drawings or marked so that feeder or cable may be readily identified.

2.5 PULL WIRES

A. Install a #12 THWN pull cable in all empty conduits 1" size or under and a 3/16" polypropolene rope in all conduits 1-1/4" and larger in trade size.

PART 3 EXECUTION

3.1 INSTALLATION OF CONDUCTORS

A. See Section 26 05 33, Part 3, “Execution”.

END OF SECTION

SECTION 26 05 26 – GROUNDING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Grounding System

1.2 RELATED SECTIONS

A. Section 26 05 33: Raceways and Fittings

B. Section 26 05 19: Low Voltage Cables

1.3 REFERENCES

A. California Electrical Code 2016 Edition

PART 2 PRODUCTS

2.1 MATERIALS

A. See Section 26 05 19 for Cables.

PART 3 EXECUTION

3.1 GROUNDING AND BONDING

A. Grounding and bonding shall be installed as required by the applicable codes, rules, regulations, and safety orders. Attention is directed to Article 250 of the California Electrical Code.

B. All raceway systems, supports, cabinets, switchboard, motor control equipment, motor frames, lighting fixtures and utilization apparatus shall be permanently and effectively grounded.

C. Where the raceway is used as equipment bond, good contact shall be made between conduit or tubing and panels, cabinets, outlet boxes and equipment, lighting fixtures, etc. to maintain continuity of equipment bond. Where it is not possible to obtain good contact, additional bonding shall be provided. Supplemental bonding shall be provided between raceway and enclosures at concentric knockouts and at reducing washers.

D. All non-metallic raceways exclusive of telephone and signal shall contain a code size copper conductor, green insulated, properly bonded to equipment at either end and to metallic portions of the same raceway.

E. All grounding type receptacles shall be bonded to outlet box, using code size copper conductor, green insulated, attached to receptacle grounding terminal and to lug or screw terminal in box.

F. Provide insulated green ground wire, run with the branch circuit conductors in the same raceway, for all power and lighting circuits.

G. Provide bonding conductor around flexible metallic conduit (Greenfield). Bonding conductor shall be inside flex.

H Raceway size shall be increased if necessary to accommodate bonding conductors and shall be based on raceway fill tables.

I. Where cabinets are furnished with grounding bus, all required bonding conductors should connect thereto, each with separate lug.

END OF SECTION

SECTION 26 05 33 – RACEWAYS AND BOXES FOR ELECTRICAL SYSTEMS

PART 1- GENERAL

1.1 SECTION INCLUDES

A. Raceways

B. Conduit Fittings

1.2 RELATED SECTIONS

A. Section 26 05 19: Low Voltage Cables

B. Section 26 27 26: Wiring Devices

1.3 REFERENCES

A. California Electrical Code 2016Edition

PART 2- PRODUCTS

2.1 CONDUITS AND FITTINGS:

A. All low voltage wiring shall be in raceways. Raceways shall be run underfloor, in walls, above ceilings or exposed as indicated on drawings. Acceptable raceway systems and their limitations of use are as follows:

1. Rigid Steel Conduit may be used in all areas.
    a. Standard weight, zinc coated on outside by hot dipping or sheradized process, with either zinc coating or other approved corrosion resistant coating on the inside.
    b. Fittings shall be threaded and finished similar to conduit. Threadless fittings shall not be used.
2. Electrical Metallic Tubing (EMT):
    a. Rolled steel, zinc coated outside with either zinc-coating or other approved corrosion resistant coating on the inside.
    b. Couplings shall be steel, rain compression type Appleton TWC-CS Series or equal.
    c. Connectors shall be steel raintight compression type with insulated throat Appleton TW-CSI Series, Series or equal. Steel setscrew connectors may be used instead where such use is approved by code.
    d. Zinc die-cast fittings are not permitted to be used anywhere on this project.
    e. May be used:
        1) Concealed in drywall partitions
        2) Concealed above furred ceilings.
        3) Exposed in Mechanical rooms.
    f. May not be used:
        1) Any location subject to physical damage.
        2) Any other areas not listed under (d) above unless specifically otherwise noted on the plans.
3. Flexible Metal Conduit may be used only for indoor final connections to mechanical equipment (not to exceed 36") and final connections to fluorescent lighting fixtures (not to exceed 72").
    a. Minimum trade size - one-half inch (1/2").
    b. Connectors - T & B "Tite Bite" insulated.

c. Suitable for connection of recessed fixtures, control and mechanical equipment. Not permitted where exposed to weather or other wet or corrosive conditions.

d. Length shall be a practical minimum, but to allow for movement of equipment connected without restricting flexibility of conduit.

4. Liquid Tight Flexible Metal Conduit - Sealtight: May be used only for outdoor final connections to mechanical equipment.

a. Minimum trade size - one-half inch (1/2").

b. Connectors - Appleton STB Series through two inch trade size and ST Series with insulated bushings over two inch trade size. Appleton, Crouse-Hinds or equal may be used.

c. Length shall be practical minimum, but to allow for movement of equipment connected without restricting flexibility of Sealtight.

5. Poly-Vinyl-Chloride Schedule 40

a. Not permitted on this project.

6. Surface Wiremold

a. Shall be used for branch circuits in areas where existing wall or ceiling finishes are not being removed. Surface metal conduits are not acceptable in such cases.

b. Shall be metallic, finished, with matches boxes and accessories as Wiremold #V500 or V700, sized per Code for wire fill.

7. MC Cable

a. Not permitted on this project.

8. AC Cable

a. Not permitted on this project.

9. Type NM, NMC

a. Not permitted on this project.

2.2 BOXES: Boxes shall be of the shape and size best suited for the particular application and shall be supported directly to structural members, framing or blocking by means of screws, anchors, bolts or embedded in masonry.

A. Switch and receptacle box shall be one piece drawn steel boxes or stamped steel boxes. Minimum size shall be four inches (4") square. Boxes shall be fitted with flush device covers, plaster rings, or tile switch rings in masonry. In areas where exposed wiring is permissible, boxes shall befitted with surface type covers.

B. Lighting outlets shall be four inch (4") octagon.

C. Weatherproof boxes shall be Appleton FD Series and fitted with gasketed cast covers.

D. Telephone and television outlet boxes shall be 4-11/16" x 2-1/2" deep minimum, fitted with plaster rings.

E. Boxes for special equipment shall be suitable for the particular equipment.

F. Boxes shall be located and placed according to architectural and structural requirements.

2.3 FLOOR BOXES

A. Boxes shall be single service or multi-service as noted on plans.

B. Boxes shall be provided with all required accessories for a complete and working installation, including trim ring/coverplate.

C. Provide minimum (2) duplex outlets in the box.

D. Provide mounting brackets for communications outlets in multiservice boxes.

E. Boxes shall be suitable for floors in which they are to be installed. Shall be such that covers can be completely closed after both power and data cords have been plugged in.

F. As manufactured by Wiremold, Hubbell, Steel City or approved equal.

2.4 PULL OR JUNCTION BOXES

A. Install where indicated, or as required by Code, pull boxes and junction boxes of sufficient size and capacity to facilitate all wiring. Boxes shall be fabricated of code gauge steel and sized to properly accommodate all conductors entering same.

2.4 SUPPORTS:

A. Furnish all necessary foundations, supports, backing, etc., for all electrical enclosures, conduits and equipment. Attach all boxes, cabinets, etc. to wood with wood or lag screws, to metal with machine screws or bolts and to concrete with expansion anchors and machine screws or bolts.

B. Electrical lighting fixtures weighing 50 lbs. or more shall not be installed using wood screws for supports to the ceiling. Each such fixture shall have pre-stretched galvanized wires or rods anchored to the roof or structural member of the building.

C. All hangers and supports shall be designed and constructed for the intended purpose.

D. Materials shall be as manufactured by Unistrut, Powerstrut, or approved equal.

E. The use of makeshift materials such as wire or plumber's tape will not be permitted.

F. Exposed horizontal runs of feeder raceways shall be mounted on trapeze type hangers, secured to the concrete slab with approved type drilled-in-place inserts.

G. Vertical runs of feeder raceways shall be supported and fastened per Code.

2.5 TERMINAL CABINETS:

A. Terminal cabinets shall be of panelboard type construction and finish.

B. Trim shall be fitted with hinged door and flush latch.

C. Doors shall provide maximum size openings to box interior.

D. Boxes shall be provided with half inch (1/2") backboard having a two coat insulating varnish finish.

E. Top of cabinet shall be 6'-6" above finished floor.

F. Flush terminal cabinet installed adjacent to flush panelboards shall be of the same physical size and trim as the panelboard.

G. Terminal cabinets shall be as manufactured by B-Line, Hoffman or approved equal.

PART 3 - EXECUTION

3.1 INSTALLATION OF RACEWAYS AND FITTINGS

A. Conceal raceways within ceilings, walls, and floors except where exposed raceways are specifically permitted.

B. Where conduit is allowed to be exposed, install the conduit parallel with or at right angles to structural members, walls, and lines of the building.

C. Install where indicated, or as required by Code, pullboxes and junction boxes of sufficient size to facilitate wiring. Boxes shall be sized to properly accommodate all conductors entering same.

D. Do not install conduit or tubing, which has been crushed or deformed.

E. Run conductors of same circuit in same conduit. Run conductors of different voltage systems in separate conduits.

F. Install no conductors until work, which might cause damage to such conductor or the conduit has been completed.

G. Keep all conduits at least six inches away from the covering on hot water or steam pipes.

H. Cap raceway ends during construction. Clean or replace conduits in which water or foreign matter have accumulated, to satisfaction of the Architect.

I. Conduits shall be supported with straps, with galvanized malleable split ring and rod for individual runs or with Kindorf or Unistrut channel supports for multiple runs. Distance between supports shall not exceed 10 feet for rigid threaded galvanized conduits and concealed EMT Conduit and 5 feet for exposed surface mount EMT conduit. Conduits shall be supported independently of one another.

J. Conduits run on roof shall be fastened to an ERICO pipe support set on roof, using galvanized double hole straps and screws. Multiple conduit runs shall be gathered neatly in straight liens and fastened individually to the pipe support. Conduits shall not be run on the roof except where specifically noted on the plans or approved by the Engineer and Architect.

K. Conduits connected to boxes and cabinets shall be fitted with two locknuts and insulated bushing, OA "A" Series.

L. Conduits not connected with locknuts and bushings shall be fitted with grounding bushing, OZ "BL" Series, U. L. approved and bonded.

M. Conduit stubs underground shall be capped with coupling, nipple, coupling and plug.

N. Conduits connected to boxes, cabinets, etc., exposed to weather or in areas subject to excessive moisture shall be fitted with watertight sealing hubs of steel or malleable iron with sealing ring and insulated throat, T & B 370 Series, Efcor 40-50B Series or equal.

O. Install insulate bushings on each end of steel conduit 1-1/4" and larger.

P. Conduit straps for individual runs shall be secured by toggle bolts on hollow masonry, expansion shields and machine bolts on solid concrete or masonry, machine screws or bolts on metal surfaces and wood screws on wood construction. The use of nails to anchor straps on wood construction is prohibited. Straps shall be two hole malleable iron or snap-type steel with ribbed back, galvanized or cadmium plated. The use of perforated strap iron or nail type straps is prohibited.

Q. Placement of all boxes shall be governed by applicable architectural and structural requirements.

R. Conduit fittings: Except where otherwise noted, conduit fittings shall be Appleton. Unilets shall be malleable iron and fitted with covers and gaskets. Zinc diecast conduit fittings are not approved for use on this project.

S. Telephone and signal conduit bends where required shall have a radius of ten times the conduit trade size.

T. Conduit, subject to limitations noted elsewhere in the specifications, may be installed in concrete slab provided prior approval of the Architect is obtained. In such a case, locate

conduit in center of slab, unless otherwise instructed. Such conduit shall have an outside diameter less than one-third the thickness of the slab.

U. Underground conduit bends shall have a minimum radius of twelve times the conduit trade size.

V. Conduits shall be capped during construction.

W. Provide pull wires in empty conduits. Size shall be #12 TW in conduits 1" and smaller and 3/16 polypropolene rope in conduits 1-1/4" and larger.

X. Minimum size underground conduit shall be 3/4".

3.2 INSTALLATION OF SUPPORT SYSTEMS:

A. All conduits and fixtures shall be supported in a firm and secure manner as required by code. Materials shall be secured to the structure by means of suitable clamps and hangers specifically designed for the purpose and using machine screws or bolts on metal or wood screws on wood construction.

B. Rigid steel conduit shall be supported at intervals not greater than 10 ft, electrical metallic tubing at intervals not greater than 5 ft.

C. A support shall be provided not more than 3 ft. from any change in direction. Additional supports to those specified above shall be installed where required to suit job conditions and to provide a secure installation. All hangers and supports shall be the products of one manufacturer, as specified in Part 2 of this Section.

3.3 OUTLET, JUNCTION, AND PULL BOXES:

A. All boxes shall be of sufficient size to contain, without crowding, all wires, connections, and devices which may be required in any particular location. Extra deep boxes shall be provided wherever necessary to meet these requirements.

B. Use outlet boxes as pull boxes wherever possible.

C. Provide raised covers as required to suit the type and thickness of wall finish in each location.

D. When other than outlet boxes are employed, pull boxes and covers shall be galvanized steel, code gauge, sized to accommodate wiring and connections. Locate such junction boxes only in equipment rooms, wire closets, and above accessible ceilings.

E. All junction boxes shall be fully accessible according to code.

END OF SECTION

SECTION 26 24 16 - PANELBOARDS

PART 1 GENERAL

1.1 THIS SECTION INCLUDES

A. Panelboards.

1.2 RELATED SECTIONS

A. Section 26 05 26: Grounding and Bonding System.

B. Section 26 28 00: Low Voltage Circuit Protective Devices.

C. Section 26 24 13: Switchboards

1.3 REFERENCES

A. California Electrical Code 2016 Edition.

B. UL 67. Testing of Short Circuit Duty.

PART 2- PRODUCTS

2.1 PANELBOARDS

A. Panelboards shall be as manufactured by Square D, Eaton, General Electric or Siemens.

B. Bussing Assembly and Temperature Rise: Panelboard bus structure and main lugs or main circuit breaker (as shown on drawing) shall have current ratings as shown on the panelboards schedule. Bus structure shall be insulated. Bus bar connections to the branch circuit breakers shall be the phase sequence type and shall accept bolt on circuit breakers. All current carrying parts of the bus structure shall be plated, copper only. Neutral bus and ground bus shall be plated, copper. Provide isolated ground copper bus where so called out on the plans.

C. Circuit breakers: See Section 26 28 00.

D. Cabinets and Fronts: The panelboard bus assembly shall be enclosed in a steel cabinet as specified in UL Standard 50 for cabinets. Wiring gutter space shall be in accordance with UL Standard 67 for panelboards. The box shall be fabricated from galvanized steel or equivalent rust resistant steel. Each front shall include a door and have a flush, cylinder tumbler-type lock with catch and spring-loaded stainless steel door pull. All panelboards locks shall have be keyed alike. Fronts shall have adjustable indicating trim clamps, which shall be completely concealed when the doors are closed. Doors shall be mounted with completely concealed steel hinges. Fronts shall not be removable with door in the locked position. Column width fronts shall have exposed hinges and be screw cover type. A circuit directory frame and card with a clear plastic covering shall be provided on the inside of the door. Panelboards shall have door-in-door construction.

E. Panelboards shall be provided with proper gutter space, approved barriers and adjustable supports.

F. Multiple pole circuit breakers shall have internal common trip connection. Single pole breakers shall not be tied at handles to form multiple pole breakers. All circuit breakers shall be of the bolt-on type unless otherwise noted.

G. Circuit breakers to be installed within panels to be installed on the roof shall be of the ambient compensated type.

H. Circuit breakers for switching fluorescent lighting and H.I.D. lighting shall be so labeled and rated respectively.

I. Handle "Lock-On" devices shall be furnished for ten percent (10%) of the circuit breakers.

J. Cabinets and switchboard shall be fitted with copper grounding bus, similar to neutral bus, not insulated from enclosure. Bus shall be complete with lugs.

K. Cabinets, doors and trim shall be finished in ASA 61 or standard factory gray enamel.

L. Busses shall extend full length of useable space of distribution sections.

M. Where indicated on the drawings, panelboards shall contain factory-installed bus connected and integrated TVSS with internally self-contained primary 200k AIC fuses. The manufacturer of the panelboard shall be the manufacturer of the TVSS.

PART 3 - EXECUTION

3.1 INSTALLATION OF PANELBOARDS

A. The Contractor shall comply with the following requirements relative to the installation of the panelboards and cabinets under this Section.

B. Cabinets shall be surface or flush mounted, as specified and provided with door and trim, complete with concealed hinges.

C. Cabinet fronts shall be fastened to the cabinets with adjustable trim clamps.

D. Surface mounted cabinets shall be finished to match trim.

E. Semi-recessed panels shall be fitted with a wood or metal escutcheon providing neat return to wall finish, flush with edge of trim.

F. Wall mounted cabinets shall be mounted with top of cabinet 6'-6" above finished floor.

G. Conduits shall enter cabinet through neat hole and perpendicular to entrance face.

H. Panelboard directories shall be typewritten and conform to room description (not plan numbers).

I. Conductors shall be neatly laced with T & B Ty-raps.

J. Nameplates shall be as hereinbefore specified.

K. Recessed cabinets shall be provided with a minimum of (3) 3/4" empty conduits stubbed into accessible space. Drawings may require additional conduits.

END OF SECTION

SECTION 26 27 26 – WIRING DEVICES

PART 1 - GENERAL

1.1 SECTION INCLUDES

A. Wiring Devices

1.2 RELATED SECTIONS

A. Section 26 05 19: Low Voltage Cables

1.3 REFERENCES

A. California Electrical Code 2016 Edition

PART 2 - PRODUCTS

2.1 WIRING DEVICES: Units shall be equal to the devices set forth herein, in standard colors (brown, white, grey, beige, red, or ivory) as selected by the Architect:

A. WIRING DEVICES	LEVITON#	HUBBELL#	P&S#
Single pole switch 15A	1201-2	HBL1201	PS15AC1
Single Pole Switch, 20A	1221-2	HBL1221	PS20AC1
Double Pole Switch 15A	1202-2	HBL1202	PS15AC2
Double Pole Switch 20A	1222-2	HBL1222	PS20AC2
Threeway Switch 15A	1203-2	HBL1203	PS15AC3
Threeway Switch 15A	1223-2	HBL1223	PS20AC3
Duplex conv out 15	5262	HBL5262	5262
Duplex conv out 20A	5362	HBL5362	5362
Isol ground outlet 15A	5262IG	IG5262	IG5262
Isol gorund outlet 20A	5362IG	IG5362	IG5362
Duplex Conv GFI Outlet 15A	6599	GF15	1595L
Duplex Conv GFI Outlet 20A	6899	GF15	2095L

B. All switches on this project shall be rated 15A, U.O.N. on plans.

C. All receptacle outlets on this project shall be 15A, U.O.N. on plans.

D. Single receptacle on an individual 120V, 20A branch circuit shall be rated 20A per CEC 210.21(B)(1).

2.2 DEVICE PLATES

A. All device plates for indoor use shall be smooth nylon or approved equal unless otherwise noted. Color shall match the color selected by Architect in paragraph 2.1 above.

B. All device boxes which are installed in fire rated wall assembly and are provided with a fire-stopping putty pad shall have a brushed stainless steel coverplate in accordance with the requirements of the putty pad.

C. Install multiple gang plates where devices are grouped.

D. Device covers for surface mounted boxes shall be ½" raised steel plates.

E. Device covers for devices located in damp locations shall comply with CEC 406.8(A).

F. Device covers for devices located in wet locations shall comply with CEC 406.8(B).

G. Cover for weather proof outlets and switches shall be as follows:

1. While-in-use coverplates for duplex outlets	-	Legrand #WICUCAST1
2. WP coverplate for duplex outlet, heavy cast aluminum	-	Legrand #4510, 4511, 4512
3. WP, Toggle Switch Cover with actuating lever	-	Legrand #CA1GL
4. WP, Self-Closing Lid over toggle switch	-	Legrand #CA1GL
5. Dust proof stainless steel cover, not weatherproof	-	Legrand #WP1, WP2, WP3, #WP2GL(K.KEY)

PART 3 - EXECUTION

3.1 GENERAL

A. See Section 26 05 00 for Basic Execution methods.

3.2 INSTALLATION OF WIRING DEVICES

A. Boxes for light switches shall be installed at +48" to top of box. In case device falls inside the line of any change in wall finish, lower the device to be wholly within the lower wall finish.

B. Boxes for power and communications devices shall be installed at +16" to top of box unless otherwise noted.

C. Devices on walls above countertops shall be installed 4" above countertop surface or backsplash. Such outlets shall be installed horizontally.

D. Verify exact location of all outlets with architectural plans, cabinetry, equipment connections, etc, prior to rough-in.

E. Grounding type receptacles shall be installed with the grounding pin up above the hot and neutral pins.

F. Outlets installed outdoors shall be provided with coverplates noted in Paragraph 2.2 above.

G. Outlets installed outdoors, in bathrooms, rooftops and in Kitchen shall be GFI type, except outlets in Kitchen which are dedicated to specific appliances.

END OF SECTION

SECTION 26 28 00 – LOW VOLTAGE CIRCUIT PROTECTIVE DEVICES

PART 1 GENERAL

1.1 THIS SECTION INCLUDES

A. Enclosed Switches/Disconnects.

B. Circuit Breakers.

1.2 RELATED SECTIONS

A. Section 26 05 00: Common Work Results for Electrical

B. Section 26 05 26: Grounding and Bonding System

C. Section 26 24 16: Panel Boards

D. Section 26 24 13: Switchboards

1.3 REFERENCES

A. California Electrical Code 2016 Edition

PART 2 PRODUCTS

2.1 DISCONNECT SWITCHES:

A. Heavy duty, Eaton, Square D, Siemens or General Electric to match manufacturer of the new Panelboards.

B. Disconnect switches for motor loads shall be horsepower rated.

C. Disconnect switches installed outdoors or in wet or damp locations shall be weatherproof type and shall comply with NEMA standards for the service conditions.

D. Disconnect switches shall be fused, rating as required for the service conditions and as required by Code. Fuse rating shall match the highest nameplate rating of the equipment served.

E. Disconnect switches shall be located within sight of the load served as required by Code.

2.2 FUSES:

A. Fuses shall be current limiting Buss fuses as manufactured by Bussman Manufacturing Division, McGraw-Edison Co., Class L or T or equal.

B. Furnish fuses for all fused switches as required.

2.3 CIRCUIT BREAKERS:

A. Circuit breakers shall be molded case, equipped with arc quenchers, and shall be of the indicating type, providing "On," "Off," and middle "Tripped" positions of the operating handle. Circuit breakers shall be front-connected and shall be removable without disturbing adjacent units or without removing the main bus of the circuit branch connectors. Circuit breakers shall be of the quick-make, quick-break type on manual operation, trip-free with inverse time characteristics secured by the use of bimetallic tripping elements supplemented by a magnetic trip. All circuit breakers serving multi-wire circuits where two or more poles are required shall have all poles automatically and simultaneously

disconnected. Single-pole breakers with handle ties will not be acceptable.

B. Circuit breakers shall be of the same manufacture as the panelboards and switchboards.

C. Feeder circuit breakers interrupting capacity shall be coordinated with main circuit breaker rating for the available short circuit current at each switchboard.

D. Circuit breakers in panelboards shall be bolt-on type as noted, full size, with a minimum interrupting rating of 10,000 amps symmetrical.

E. The use of tandem or half-size breaker is not permitted.

F. Circuit breaker feeding power to Fire Alarm Control Panel and Booster Power Supplies shall be red handles, with lock-on device.

PART 3 EXECUTION

3.1 INSTALLATION DISCONNECT SWITCHES:

A. Provide disconnect switches where shown on the Drawings or where required by code even if not shown on the Drawings. Locate all disconnects as required by code, ensuring full access and working clearances.

B. Outlets shall not be mounted on disconnects.

C. Disconnects shall not be used as through raceways.

D. Provide enclosure, NEMA 1 or NEMA 3R depending on location, for standalone circuit breaker.

END OF SECTION

SECTION 26 50 00 – EXTERIOR LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Lighting outdoors.

1.2 RELATED SECTION

A. Section 26 27 26: Wiring Devices

1.3 REFERENCES

A. California Electrical Code 2016 Edition.

B. California Energy Code 2016

C. California Building Code 2016

D. I. E. S. Lighting Standards, 10th Edition.

PART 2 PRODUCTS

2.1 LIGHTING FIXTURES

A. Units shall be as designated in the Lighting fixture schedule on the drawings. All fixtures shall bear the Underwriters' Laboratories label. All fluorescent fixtures shall be equipped with CBM-ETL certified ballasts provided with internally mounted automatic reset thermal protector and silver plated sockets. All LED fixtures shall be equipped with LED lamp modules, LED drivers.

B. All pole-mount fixtures shall be LED type with integral motion sensors and dimming type LED drivers, all in compliance with California Energy Code.

C. Fixtures mounted against combustible material shall be approved for such installation.

D. All equipment or materials for any one system shall be furnished by the same manufacturer. Items such as lamps, conduits fittings, and wiring devices shall be the same throughout the job.

E. Fixtures shall be complete with lamps, all fitting, accessories, and supports necessary for a complete and operable installation.

F. Verify finish color of all fixtures with Architect prior to ordering.

2.2 LIGHTING CONTROLS

A. Photo cell and motion sensor shall comply with California Energy Code Section 130.2 (c).

B. Time Clock shall be Intermatic, 7 day programmable, Astronomic 2 channel, with field replaceable industrial grade batteries as ET 8000 series or equal.

C. Lighting contactors shall be as manufactured by Square D Co. Type “SMG”, electrically held, with number of poles per plans. Provide housing as noted on plans.

PART 3 EXECUTION

3.1 GENERAL

A. See Section 26 05 00 for Basic Execution methods.

3.2 INSTALLATION OF LIGHTING FIXTURES

A. For building mount fixtures, verify with Architect mounting heights of all light fixtures.

B. For polemount fixtures, provide concrete base with steel reinforcement as shown on the plans. Determine exact location of pole in coordination with Landscape and Civil plans.

C. Install lighting fixtures in accordance with code requirements.

D. Provide all supports for lighting fixtures in accordance with code requirements for installation in seismic zone in which the Facility is located.

E. Lamp all new fixtures with lamps of the designed rating and pattern as noted on the plans. Lamps utilized in excess of 12 hours shall be replaced with new lamps immediately before project acceptance by the owner.

F. Set all controls as noted on plans and directed by owner in field.

3.3 CLEANING:

A. On completion of the work, al fixtures and lenses shall be left clean. Any minor damage or scratches shall be touched up to the satisfaction of the Architect.

END OF SECTION

SECTION 26 51 00 - INTERIOR LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Lighting indoor.

1.2 RELATED SECTIONS

A. Section 26 27 26: Wiring Devices

1.3 REFERENCES

A. California Electrical Code 2016 Edition.

B. California Energy Code 2016 Edition.

C. I. E. S. Lighting Standards, 10th Edition.

PART 2 - PRODUCTS

2.1 LIGHTING FIXTURES

A. Units shall be as designated in the Lighting fixture schedule on the drawings. All fixtures shall bear the Underwriters' Laboratories label. All fixtures shall be equipped with LED drivers. Such drivers shall have 0-10V dimming capability where so called out. Additionally:

B. Fixtures mounted against combustible material shall be approved for such installation.

C. Recessed fixtures installed in fire rated ceilings shall have housing approved by the State Fire Marshal. Provide separate fire rated enclosure in accordance with local jurisdiction requirements when such housing is not available. Recessed fixtures shall be supported to satisfy earthquake requirements.

D. All fixtures shall be wired with Type AF or equal fixture wire. Joints shall be made up as specified under "Conductors".

E. All equipment or materials for any one system shall be furnished by the same manufacturer. Items such as lamps, conduits fittings, and writing devices shall be the same throughout the job.

F. Fixtures shall be complete with all fitting, accessories, and supports necessary for a complete and operable installation.

G. Fixtures shall be equal in design, quality, utility, material and workmanship to those specified and shall have been tested and approved by all necessary authorities and agencies before being submitted for approval.

2.2 LED DRIVERS:

A. LED drivers shall be 0-10V dimming type.

B. Lamp modules shall have a CRI of minimum 82.

2.3 LAMPS:

A. Lamps shall be long life LEDs with lumen maintenance of 90% at 60,000 hours (L90/60,000) for 4ft fixtures and 70% at 50,000 hours for recessed down lights.

B. Lamp color shall be as noted on the plans.

2.4 FOUR FOOT FIXTURE LENSES:

A. Manufacturers: Carolite, KSH, or Plaskolite.

B. Domestic origin, 100% virgin acrylic, high molecular weight

C. Pattern as specified under fixture description

D. Crowned to prevent sag

E. 1/8’ normal thickness

2.5 OCCUPANCY MOTION SENSOR LIGHTING CONTROL SYSTEM:

A. General requirements:

1. Provide a complete and fully operational occupancy motion sensor lighting control system for interior lighting as specified herein and shown on the drawings.

2. The complete system, including all devices shall be in compliance with the 2013 California Energy Code.

3. The complete system shall be comprised of single or dual technology low voltage sensors, power packs and slave packs as required. Provide line voltage sensors where so indicated. Sensor technology shall be suitable for application as recommended by the manufacturer of the sensor.

4. All equipment and items of control shall be installed and wired in accordance with manufacturer’s requirements. Particular attention shall be given to placement of sensors to provide maximum coverage and minimize false “ON’s” and “OFFs”. To this respect, coordinate ceiling sensor placement with HVAC duct registers to keep sensors a minimum of six feet from the registers. Provide additional sensors to those shown in rooms on drawings where deemed necessary to obtain adequate coverage according to the manufacturer.

5. Provide insulated ground wire to each line voltage sensor.

6. Provide ceiling mount occupancy sensors where so shown on plans. Such sensors shall be line voltage or low voltage. Provide power pack for each low voltage sensor or group of sensors. Sensor coverage shall be suitable for area to be covered. Locate power packs in accessible space or as noted on plans. Provide multiple sensors where coverage pattern so requires.

7. Provide wall occupancy sensor light switches where so shown on plans. Such occupancy sensors switches shall be single level automatic “ON”/automatic “OFF” or multi-level. As shown on plans. Sensors shall comply with Sections 119(d) and (e) of the Energy Code. Multi-level sensor shall be automatic on, activating 30-70 percent of lighting power in the room and capable of manually activating the remaining 100 percent of the lighting power and deactivating all lights.

8. The system shall automatically switch off all lights when controlled space becomes unoccupied and switch on lights when the space is re-occupied. All sensors shall be provided with user adjustable time delay (15 sec. to 20 minutes) for “switch-off” function and adjustable sensitivity. Sensors shall be U.L. listed and approved by the California Energy Commission.

9. The system shall be as manufactured by Sensor switch, nlight or approved equal.

B. Scope of function:

1. Automatically switch off lighting when controlled space becomes unoccupied. Switch on lights when the space is re-occupied. All sensors shall be provide with user adjustable

time delay for “switch-off” function and adjustable sensitivity. Sensors shall be UL listed and approved by the California Energy Commission.

2. Provide additional wall light switches to switch off the lights when the space is occupied and it is required to switch off the lights in the controlled spaces.

C. Equipment: The following equipment as manufactured by nlight and Sensor switch is specified to determine quality and standard of product to be installed on this project. All substitute products shall have equal performance capability and quality.

1. Automatic Dimming Control Photocell – nlight # NCMADCXRJB
2. Ceiling mount Occupancy Sensor – nlight # NCMPDT9RJB
3. On/Off/Raise/Lower 2 channel Wall Control – nlight #NPODM2PDXWH
4. On/Off/Raise/Lower Single channel Wall Control – nlight #NPODMDXWH
5. Low Voltage Wall Switch Occupancy Sensor – nlight nWSXPDTLVWH
6. Line Voltage Wall Senor Switch, Dual Tech – Sensor switch # WSXPDTWH
7. Line Voltage Wall Senor Switch, infrared – Sensor switch #WSXWH
8. Low Voltage Ceiling Mount Occupancy Sensor – Sensor switch # CM9
9. Plug load Control Power Pack – nlight #nPP20PL

D. Shop Drawings: Provide shop submittals in accordance with Section 26 05 00, Paragraph 2.5. Provide layout of all sensor placements in all rooms of all the buildings where such systems are shown. Plans shall be of the same scale as the project electrical plans and shall be design by CAD program. Hand drawn locations are not acceptable. Provide these plans for review by Engineer at the same time as the equipment submittal.

E. Low Voltage Wiring: Low voltage wiring is required to be in conduit.

F. Spares: Provide three each spare of each type of device to the owner.

2.6 LINE VOLTAGE RELAY BASED AUTOMATIC LIGHTING SHUT-OFF CONTROL SYSTEM

A. GENERAL REQUIREMENTS:

1. An automatic line voltage shut off control system shall be provided for the interior lighting of the areas shown on the plans in compliance with the 2010 California Energy Code.

   An automatic time switch control device shall be installed to comply with Section 131(d)1. This device shall be part of a comprehensive intelligent lighting controller, complete with timers, keypad, relays, power supply, etc.

   An override line voltage switching device shall be provided to comply with Section 131(d)2.

   An automatic line voltage shutoff switch shall be provided to comply with Section 131(d)1.

   The light switches for individual rooms and spaces shall serve as:

   a) On/Off switches for the lights.

   b) Override switch to comply with Section 131(d)2 of the energy code.

   c) Automatic shutoff switch to comply with Section 131(d)1 of the energy code.

2. All lights shall be switched on and off using line voltage automatic shut-off on/off switches unless otherwise shown. They shall additionally be switched off automatically through the automatic shut-off control panel.

3. The system shall be as manufactured by LC&D or approved equal. Control panel shall be type LC&D type Blue Box.

4. The line voltage switches shall be automatic shut-off type Legrand #AS-100. Any substitute requires prior approval of the Engineer. Low voltage switches are not approved.

5. The entire lighting control system shall be wired and programmed to meet the above mentioned requirements.

6. The control panel shall be surface or recessed mounted as shown on the plans.

7. All exit signs shall be unswitched and not pass through the automatic shut off control panel.

8. All emergency light fixtures with integral battery shall be switched as shown and shall come on in emergency power-off mode upon power failure. To this effect provide an unswitched power wire to each such fixture from the same circuit as that feeding the light fixture.

9. Controller shall be set to provide a sweep off for all interior lights controlled, except night lights. Such a sweep shall be repeated at an interval not exceeding two hours for the entire period the building is not normally occupied. Verify with the Owners as to the times the space is normally occupied.

10. Provide a “blink” warning to an impending light shutoff sweep.

11. Provide submittals for review and approval by the Engineer. Submittals shall be comprehensive, specific to this project with detailed Bill of Material, equipment brochures, relay schedules, riser diagram, etc. See Section 26 05 00.

12. Provide three sets of complete installation and operational instructions to the Owner or his representative. Provide on-site factory startup, checkout and training by factory representative. On site training shall be a minimum of four hours of training on how to operate and program the system and on how to modify timing schedules.

13. Warranty: Provide the standard one-year parts and labor warranty required for this entire project.

PART 3 - EXECUTION

3.1 GENERAL

A. See Section 26 05 00 for Basic Execution methods.

3.2 INSTALLATION OF LIGHTING FIXTURES

A. Fixtures shall be free from any undesirable hum, vibration and/or other noises. Fixtures that are installed and are found unsatisfactory in the opinion of the Architect shall be removed and replaced at the Contractor's expense.

B. Fixtures shall be installed in true lines and all continuous row fixtures shall be installed as recommended by the fixture manufacturer.

C. Install lighting fixtures in accordance with code requirements.

D. Refer to reflected ceiling plan on Architectural Drawings for the exact location of ceiling grid and lighting fixtures. Do not scale electrical drawings.

E. All suspended fixtures shall be braced seismically to prevent swinging of fixture where such fixture will hit any obstruction if permitted to swing up 45 degrees from the vertical in any direction. Bracing shall be of a type and nature as approved by the AHJ.

F. Provide all hanger and supports for lighting fixtures in accordance with code requirements for installation in earthquake Zone 4.

G. Program all interior lighting automatic shut-off controls in compliance with Code and as instructed by Owner.

H. Lamp all new fixtures with lamps of the designed rating and pattern as noted on the plans. Lamps utilized in excess of 170 hours shall be replaced with new lamps immediately before project acceptance by the owner.

3.3 CLEANING:

A. On completion of the work, al fixtures and lenses shall be left clean. Any minor damage or scratches shall be touched up to the satisfaction of the Architect.

END OF SECTION

SECTION 26 52 00 – EMERGENCY LIGHTING

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Emergency Lighting indoors and outdoors.

1.2 RELATED SECTIONS

A. Section 26 27 26: Wiring Devices

B. Section 26 51 00: Interior Light Fixtures.

C. Section 26 50 00: Exterior Light Fixtures.

1.3 REFERENCES

A. California Electrical Code 2016 Edition

B. I. E. S. Lighting Standards, 10th Edition.

PART 2 PRODUCTS

2.1 LIGHTING FIXTURES WITH INTEGRAL EMERGENCY BATTERIES:

A. See Section 26 51 00 for description of light fixtures.

B. Integral emergency battery shall have sufficient rating and capacity to provide emergency illumination for a period as defined in CEC Article 700.

C. Emergency battery backup shall be as manufactured by Bodine, Iota or approved equal.

2.2 UNIT EQUIPMENT:

A. Unit Equipment shall comply with CEC Section 700.12 (F).

2.3 REMOTE LIGHT FIXTURES:

A. Remote light fixtures shall be powered from an emergency battery located in a “parent” light fixture or in a Central Inverter.

B. It shall be as specified on the plans and have a voltage rating equal to that produced by the “parent” emergency battery or the Central Inverter.

2.4 EMERGENCY LIGHTING CENTRAL INVERTER/POWER SUPPLY (IPS):

A. Provide a central, battery packed emergency Inverter/Power supply labeled “INV” on plans, for emergency egress lighting as specified here in and where shown on plans.

B. Unit shall be as manufactured by Myers Power Products, Type “illuminator CM” or approved equal, with a capa

C. Battery shall be sealed lead calcium with a battery protection circuit breaker.

D. Provide both input and output circuit breakers.

E. Provide enclosures for both the electronics and the battery.

PART 3 EXECUTION

3.1 GENERAL

A. See Section 26 05 00 for Basic Execution Methods

B. See Section 26 51 00

3.2 INSTALLATION

A. Install emergency light fixtures per CBC Section 1006.

B. Wire and install Unit Equipment per CEC Section 700-12(F).

C. For switched light fixtures with integral battery, which also serve as emergency egress lighting, an unswitched hot wire shall be provided to each such fixtures in addition to the switched wire. This hot wire shall be from the same circuit that is feeding to the switched wire.

D. Unit shall be so connected that the lights powered by the unit shall come on automatically upon power failure to these lights, irrespective of whether the lights are “on” or “off”. These lights are also required to be used as general lights switched “on” and “off” from a wall switch.

E. Unit shall be so connected that the lights powered by the unit shall come on automatically upon power failure to these lights, irrespective of weather the lights are “on” or “off. These lights are also required to be used as general lights switched “on” and “off” from all wall switch.

END OF SECTION

SECTION 26 53 00 – EXIT SIGNS

PART 1 GENERAL

1.1 SECTION INCLUDES

A. Exit Signs.

1.2 RELATED SECTIONS

A. Section 26 51 00: Interior Lighting

1.3 REFERENCES

A. California Electrical Code 2016 Edition

PART 2 PRODUCTS

2.1 EXIT SIGNS

A. Units shall be as designated in the Lighting fixture schedule on the drawings. All fixtures shall bear the Underwriters' Laboratories label.

B. Units shall have internal emergency backup battery with integral charger where so called out on the plans. Battery shall be sized minimum per Code.

C. Exit sign units which are required to power remote light units shall have their batteries sized for the additional remote light fixture wattages.

D. Fixtures shall be complete with all fitting, accessories, and supports necessary for a complete and operable installation.

E. EXIT fixtures shall be unswitched.

F. Exit signs shall comply with and be installed per CBC Section 1011.

2.3 LAMPS:

A. Shall be L.E.D.

PART 3 EXECUTION

3.1 INSTALLATION OF EXIT SIGNS

A. Install signs in accordance with code requirements. Electrical Contractor shall re-verify placement of all exit signs as to ensure that they are clearly visible from any direction of approach within the path of exit travel to and within exits inside the Building. This verification shall be carried out at rough in stage. They shall be located as necessary to clearly indicate the direction of egress travel. No point in the exit path shall be more than 100 ft. from the nearest visible sign. All in accordance with CBC Section 1011.1. Relocate and/or add exit signs as necessary to achieve this. Provide pendants to mount signs as necessary to achieve this.

B. Refer to reflected ceiling plan on Architectural Drawings for the exact location of ceiling grid and exit signs. Do not scale electrical drawings.

C. All suspended units shall be braced seismically to prevent swinging of sign where such sign will hit any obstruction if permitted to swing up 45 degrees from the vertical in any direction. Bracing shall be of a type and nature as approved by the AHJ.

D. Provides all hanger and supports for exit signs in accordance with code requirements for installation in earthquake Zone 4.

E. Exit signs shall be equal in design, quality, utility, material and workmanship to those specified and shall have been tested and approved by all necessary authorities and agencies before being submitted for approval.

3.2 CLEANING:

A. On completion of the work, all signs shall be left clean. Any minor damage or scratches shall be touched up to the satisfaction of the Architect.

END OF SECTION

SECTION 27 10 00

STRUCTURED CABLING SYSTEM

PART 1 – GENERAL

1.01 DESCRIPTION OF WORK

A. The extent of telephone/data system, Structured Cabling System (SCS) work is indicated and is hereby defined to include, but not be limited to cable, cable supports, raceway, connectors, racks, cabinets, panels, wire management, device plates, patch cords, backboard, grounding, firestop and miscellaneous items required for a complete, tested and operational system.

B. Provide, install and test the complete cable and outlet system as indicated and described herein. Work includes procurement, project management, installation, labeling, termination, testing and cleanup of all cables installed under this project.

C. Provide system testing, as-builts (redlines) of installed cables and numbering plan, Operations & Maintenance Manuals (O&M's), and processing of warranty registration with Manufacturer.

D. Project coordination with General Contractor, Owner, Owners Representative, and other trades before, during and upon completion of project as necessary for a well-executed project.

E. Horizontal cable and its connecting hardware provide the means of transporting signals between the telecommunications outlet/connector and the horizontal cross-connect located in the communications equipment room. This cabling and its connecting hardware are called "permanent link," a term that is used in the testing protocols.

F. Horizontal copper cabling system consists of four twisted pairs of solid annealed copper. Each four-pair cable is terminated onto 8 position 8 conductor ("RJ45", or 8P8C) outlet connectors ("Jacks") using Insulation Displacement Conductors (IDCs). Color-coded connectors are placed into NEMA rated faceplates at the work area and placed into corresponding rack-mounted patch panels in the equipment / networking rooms. The jacks use state-of-the-art techniques to effectively eliminate Alien Crosstalk.

G. Bridged taps and/or splices will not be installed in the horizontal cabling.

H. Communications cables shall be rated CMR (riser) or CMP (plenum). CMP cable ratings are required for cables passing through or contained within plenum air handling spaces, such as above drop ceilings and return or supply air shafts. The contractor is responsible for installing the correct cable type in the appropriate environment, and any failures to do so according to the Owner or the Authority Having Jurisdiction (AHJ) will result in the contractor removing the unsuitable cable and installing the correct cable, at their own expense.

I. The maximum allowable horizontal cable length installed in the permanent link (jack to jack) is 295 feet (90 m). This maximum allowable length does not include an allowance for patch cords, maximum length of 16 feet (5 m) to the workstation equipment and of 16 feet (5 m) in the horizontal cross-connect.

1.02 DIVISION OF RESPONSIBILITY

A. Owner:
   1. All Local Area Network (LAN) hub equipment
   2. All active electronics required at the telecom room.
   3. Server Room Cabinets

B. Contractor:
   1. As indicated on plans and specifications.
   2. Testing

1.03 SUBMITTALS AND SUBSTITUTIONS

A. ACCEPTABLE MANUFACTURER SOLUTIONS:
   1. Panduit

2. General Cable
3. Owner Pre-approved equal

B. Owner has standardized on a unified, end-to-end copper and optical fiber cabling system design based on Panduit jacks, patch panels, patch cords, (Panduit / General) fiber cords, (Panduit / General) fiber connectors, trunk cables, (Panduit / General) fiber enclosures and modules, as well as General Cable field-terminable copper and (Panduit / General) fiber cables. The Owner is satisfied that the products specified herein are qualified for the purpose intended, and has performed due diligence in establishing a consistent set of standards based on performance and feature set.

C. Prior to ordering any material, provide a complete submittal, in electronic format to include copies of brochure information on all products for installation on this project. All product data and specification sheets shall be organized in the same manner as the products portion of the specifications. If more than one product is listed on the same page of the brochure or specification sheet submitted, the intended product or part number shall be clearly indicated or highlighted by the Contractor

D. Contractor shall submit along with the materials submittal all Proposed Test Procedures and a sample of the printout or test result form as well as a list of all Test Equipment to be used for cable testing. Within two (2) weeks of completion of testing all cabling systems, Contractor shall submit an electronic copy of the test results as directed in the Testing portion of the Specifications.

E. Products which are proposed in the bid response which are of an alternative solution are to be prequalified as “equal or better” by the Designer and Owner, in writing, prior to bid acceptance. If substitutions are allowed, they are at the discretion of the Owner and based on performance, suitability, quality, administrational requirements, warranty and other factors deemed important to the Owner. Written acceptance of substitutions from Owner must be included in bid package to avoid disqualification of bid.

F. Submit manufacturer’s data and installation details for all devices, plates, cable, terminal blocks, patch cords, racks, wire management, labels and similar equipment which are not in accordance with Owner standards.

G. Submit a copy of 3rd party testing and certification documents which prove they meet or exceed the requirements as set forth in this document, for any product or system not specified herein or proposed as an “equal” substitute for Owner-approved products. All products must have independent test data published prior to bid.

H. Any substitutions must be approved by Designer, Owner and/or Owner’s Representative in writing prior to acceptance of bid.

I. Company Certification: The Proposer must be certified by the manufacturer of the submitted system. If different manufacturers will be used there must be a company certification for each, and its use to be approved and authorized by County Telecommunications Staff. The Proposer must provide evidence of this certification as part of the submittal process.

1.04 REFERENCE STANDARDS

A. Strictly adhere to all Building Industry Consulting Service International (BICSI), and Telecommunications Industry Association (TIA) recommended installation, best practices, codes, and standards when installing The Structured Cabling System.

B. Material and work specified herein shall comply with the applicable requirements from the following Codes and Standards.
1. AAAC-B – Detail Specification for 850-nm Laser-Optimized, 50-um Core Diameter/125-um Cladding Diameter Class 1a Graded-Index Multimode Optical Fibers
2. ANSI/TIA-492.AAAD – Detail Specification for 850-nm Laser- Optimized, 50-μm Core Diameter/125-μm Cladding Diameter Class la Graded-Index Multimode Optical Fibers Suitable for Manufacturing OM4 Cabled Optical Fiber
3. ANSI/TIA-492.CAAB – Detail Specification for Class IVa Dispersion-Unshifted Single-Mode Optical Fibers with Low Water Peak. Current Edition

4. ANSI/TIA-568.0-D – Generic Communications Cabling for Customer Premises
5. ANSI/TIA-568.1-D – Commercial Building Communications Cabling Standard
6. ANSI/TIA-568-C.2-1 – Balanced Twisted-Pair Telecommunications Cabling and Components Standards
7. ANSI/TIA-568.3-D – Optical Fiber Cabling and Components Standard
8. ANSI/TIA-569-D – Telecommunications Pathways and Spaces
9. ANSI/TIA-606-B.1 – Administration Standard for the Commercial Telecommunications Infrastructure.
10. ANSI/TIA-607-C – Generic Telecommunications Bonding and Grounding (Earthing) for Customer Premises
11. ANSI/TIA-862-B – Structured Cabling Infrastructure Standard for Intelligent Building Systems
12. ANSI/TIA-942-A – Telecommunications Infrastructure Standard for Data Centers
13. NFPA 70 – National Electrical Code (NEC).
14. BICSI – TDMM, Building Industries Consulting Services International, Telecommunications Distribution Methods Manual (TDMM)

C Fire stopping shall be in accordance with ASTM E 814, ASTM E 136, and UL 1479 as well as Section 300-21 of the National Electric Code.

D Other applicable standards. ANSI C2-2010 National Electric Safety Code. UL 497 Electrical Grounding and Bonding Equipment.
1. IEEE 802.3 Carrier Sense Multiple Access with Collision Detection.
2. FCC Rules and Regulations, Part 68.
3. Basic, Uniform, and Standard Building Codes (BOCA, ICBO, SSBC).
4. REA Cable Designations - PE Series Specifications
5. NFPA 101 - Life Safety Code

E Conditions: Materials and equipment provided must be new products of manufacturers regularly engaged in the production of such products.

F UL Listing: Products must be UL listed where a UL test procedure is applicable.

G Communications system materials and equipment shall be FCC Type-accepted and certified as such by supplier.

1.05 ADMINISTRATION REQUIRMENTS

A. The Electrical Code referred to in these specifications is the National Electrical Code as currently adopted by the State of California. All work will be provided in strict compliance with the Electrical Code and all regulations that may apply.

B. Where standards exist, for a category, products used on this project will be listed by an OSHA approved Nationally Recognized Testing Laboratory (NRTL), and be approved or listed for the intended service and application.

C. These specifications do not undertake to repeat the requirements of codes, regulations or NRTL listing or labeling instructions. The Specifications or Drawings may require items or work beyond the requirements of applicable codes or regulations. The stricter, higher quality, greater quantity or higher cost will be allowed, and accommodations must be approved by Owner/Designer prior to procurement or installation. It is incumbent on the Installer, material and equipment suppliers to meet these specifications, applicable codes, regulations, and NRTL listing agency restrictions.

D. The word "Manufacturer" will include the Manufacturer, the Manufacturer’s Representative, the Distributor, the Fabricator, and the Supplier of the particular classification of equipment, system, product, and material.

E. All work, equipment, and systems will be manufactured, provided, repaired, installed, and tested in accordance with the latest edition and all current amendments of the applicable publications and standards of the organizations listed below as of the date of the Contract Documents.

When the Specification requirements exceed the requirements of these publications and standards the Specifications will govern:

1. State Building Code (SBC)
2. Building Department Inspectional Services
3. American Society for Testing and Materials (ASTM)
4. Underwriter's Laboratories, Inc. (UL)
5. Insulated Cable Engineers Association (ICEA)
6. National Electrical Manufacturers Association (NEMA)
7. Institute of Electrical and Electronics Engineers, Inc. (IEEE)
8. American National Standards Institute, Inc. (ANSI)
9. National Fire Protection Association (NFPA)
10. Local Electric Code
11. Department of Public Safety (DPS)
12. Building Officials and Code Administrators International, Inc. (BOCA)
13. Department of Labor USA. Safety and Health Regulations for Construction (OSHA)
14. Energy Codes
15. National Electrical Contractors Association (NECA)
16. National Bureau of Standards (NBS)
17. Federal Communications Commission (FCC)
18. Utilities Serving Project.
19. Fire Department.
20. Americans with Disabilities Act Applications Guidelines (ADAAG).
21. Accessibility Guidelines for Buildings and Facilities.
22. Any and all Federal, State and Local Standards, Codes and Authorities having Jurisdiction (AHJ).
23. Buy America Act (BAA), 41 U.S.C. § 8301-8305

F. In addition, all phases of the Structured Cabling System installation will adhere to applicable Local Area Network (LAN) Specifications of the IEEE, Electronics Industry Association/Telecommunications Industry Association (TIA/EIA), and Building Industry Consulting Service International (BICSI). The entire system and all components will be Nationally Recognized Testing Laboratory (NRTL) certified to appropriate TIA/EIA performance rating Category, Latest ANSI/TIA/EIA Standards 455-A, 492, 568, 569-A, 570, 606, 607 and 758 (latest revisions), and ANSI/TIA TSB 67, TSB 72, TSB 75, TSB 95 plus other standards as applicable.

G. The above requirements will not in any way limit responsibility or requirements to comply with all other codes, standards and laws.

H. Material, equipment, enclosures, and systems will be designed for use as required to suit the conditions, exterior or interior operation, dust tight, water tight, explosion-proof, or other special types.

I. All materials shall be purchased from Distributors authorized by system Manufacturers to sell new and unused components.

1.06 QUALIFICATIONS

A. The Structured Cabling System (SCS) required for this project shall be the following: The Contractor must have current Panduit Partner ONE Certified Installer Certificate and be qualified to offer a Panduit Certification PLUS 25-year A PanGen system performance warranty.

B. A PanGen™ System Warranty shall provide a complete system warranty to guarantee end-to-end high-performance cabling systems that meet application requirements. The guarantee shall include cable and connectivity components and have one point of contact for all cabling system issues. The system shall be warranted for a period of at least 25 years.

C. In order for the structured cabling system or additional links to be eligible for warranty coverage, an installation company trained and certified by PANDUIT ® and General Cable must install

them. The contractor shall have completed standards based product and installation training. A copy of the PCI Certificate or PanGen Installer Certificate shall be submitted in the proposal.

D. All PANDUIT ® Pan-Net ® non-consumable products have a 20-year guarantee. When installed per TIA or ISO/IEC standards, the Cabling System will operate the application(s) for which the system was designed to support.

E. In order to qualify for the guarantee, the structured cabling system must be installed per the following:
   1. Meet all TIA/EIA commercial building wiring standards.
   2. PANDUIT ® categorized product must be used in conjunction with an equivalent or higher Category UL or ETL verified cable.
   3. PANDUIT ® Products must be installed per PANDUIT ® instruction sheets.
   4. Categorized copper product shall be used in conjunction with General Cable of equivalent or higher Category cable as verified by ETL, UL or PANDUIT ® engineering

F. The company must have a minimum of three (3) years' experience in low voltage installations for voice, data, and fiber optic cabling systems.

G. The Panduit Partner ONE Certified Installer Certificate must be in place 45 days prior to bid. All personnel performing work on this project must have gone through the Panduit Partner ONE Certified Installer Certificate training program as required by Panduit prior to performance of work.

H. Warranty: All repair, including labor and material, shall be made at no cost to the owner during the warranty period. All warranties shall be provided in writing to Owner prior to acceptance of the cabling system.
   1. The contractor shall be fully conversant and capable in the cabling of low voltage applications such as, but not limited to data and voice systems. The Contractor shall at a minimum possess the following qualifications:
      Provide references of the type of installation provide in this specification.
   2. Personnel trained in the installation of pathways and support for housing horizontal and backbone cabling.
   3. Personnel knowledgeable in local, state, province and national codes, and regulations. All work shall comply with the latest revision of the codes or regulations. When conflict exists between local or national codes or regulations, the most stringent codes or regulations shall be followed.
   4. Be in the Low Voltage or Telecommunications Installation business for a minimum of three (3) years. If project is in California, contractor must possess a current California C7 or C10 license. Projects in other states must be supported by the appropriate minimum level contractor's license required for the work involved.
   5. Maintain a certified RCDD on staff and utilize manufacturer trained, or BICSI certified Installers for this project.
   6. Contractor must be less than 100 miles from project location.

I. Be an approved Member in good standing of the Certified Installer network associated with the products listed in this Specification and authorized for use in this Project. Contractor must be a member of this installer program before, during, and through completion of the system installation. Supporting documentation will be required as part of the submittal.

J. Product manufacturer and cabling solution hardware are specified for performance, applications requirements, and warranty purposes. Contractor may provide an, "or equal cabling solution" if the contractor is an authorized installer certified to provide full manufacturer warranties.

K. All structured cabling products shall be installed according to any applicable instructions.

L. All networks and other applications shall be installed per applicable standards and manufacturers' guidelines and transmitted over the appropriate minimum Category copper cable or fiber cable for which it was intended to operate on

M. All applicable local, state, national, and federal electrical and fire safety standards shall be adhered to during and after installation.

1.07 WARRANTY

A. Panduit Certification PLUS 25-year system performance warranty covering all components (cable, jacks, panels, patch cords, equipment, workmanship, etc.) shall be provided to the Owner, submitted in writing with system documentation. The warranty period shall begin on the system's first use by the owner.
   1. Horizontal channels shall be completed with Panduit/General factory-terminated copper and/or fiber optic patch cords in order to be eligible for the applicable Warranty with channel performance guarantees.
   2. Approved product shall be listed on the most recent version of the applicable Manufacturer's data sheets for each listed solution.
   3. The Contractor must pre-register the project with the Manufacturer before installation has begun. Following project completion, contractor is responsible for completing all warranty registration procedures on behalf of the Owner.
   4. Should the cabling system fail to perform its expected operation within this warranty period due to inferior or faulty material and/or workmanship, the contractor shall promptly make all required corrections without cost to the owner.

B. Certified Installer shall provide labor, materials, and documentation in accordance with Manufacturer requirements necessary to ensure that the Owner will be furnished with the maximum available Manufacturer's Warranty in force at the time of this project.

C. The installed structured cabling system shall provide a warranty guaranteeing the specified performance in the installed channel performance above the ANSI/TIA-568 requirements for Augmented Category 6 (CAT 6A) cabling systems or ISO 11801 requirements for Class E and Class EA, respectively.
   1. Standards-compliant channel or permanent link performance tests shall be performed in the field with a Manufacturer-approved certification tester in the appropriate channel or permanent link test configuration.

D. Necessary documentation for warranty registration shall be provided to the manufacturer by the installer (within 10 days) following 100 percent testing of cables.
   1. Installation Contractor shall submit test results to Manufacturer in the certification tester's original software files.
   2. Installation Contractor shall ensure that the warranty registration is properly submitted, with all required documentation within 10 days of project completion.
   3. Certified Contractor/Integrator must adhere to the terms and conditions of the respective manufacturer's warranty programs.

E. Manufacturer shall ensure that the Owner receives the project warranty certificate within 60 calendar days of warranty registration.

1.08 DELIVERY, STORAGE, AND HANDLING

A. Deliver all materials in manufacturer's standard protective packaging.

B. Do not remove protective packaging until ready for installation.

C. Follow manufacturer's instructions for storage & handling.

D. Protection: Contractor shall take all necessary precautions to protect materials from the following:
   1. Theft
   2. Vandalism/Tampering
   3. Dents
   4. Scratches
   5. Dust
   6. Temperature
   7. Weather
   8. Cutting
   9. Paint
   10. Other Hazardous Conditions

E. Replacement: Contractor shall replace any damaged or lost material as required by Owner or Consultant.

F. Installed Materials: Installed materials remain the responsibility of the Contractor until Acceptance. Contractor shall take necessary precautions to ensure the safety and security of installed materials.

1.09 CONTRACT DRAWINGS AND SPECIFICATIONS

A. The intent of the drawings and specifications is to establish the type of system and functions, but not to set forth each item essential to the functioning of the system. The drawings are generally diagrammatic and show approximate location and extent of work. In case of doubt of work intended, it is the responsibility of the Contractor to request instructions from the Engineer or Owner prior to bid. The Contractor shall be responsible for installing a complete functioning system.

B. Contractor shall review all drawings and specifications before starting the work. Where discrepancies occur, Contractor shall immediately notify Engineer for clarification.

PART 2 – PRODUCTS

2.01 GENERAL

A. Quality of Products: Material and equipment specified herein have been selected as the basis of acceptable quality and performance and have been coordinated to function as components of the specified system. Where a material, device, piece of equipment or system is specified directly, the current manufacturer's specification for the same shall be a part of these specifications, as if completely contained herein in every detail. Each material, device or piece of equipment provided hereunder shall comply with all the manufacturer's published specifications for that item.

B. Quantity: Provide quantity as shown on Contract Drawings, or as otherwise defined herein.

C. Preference: Where more than one manufacturer is listed herein as acceptable or equivalent, preference is intended and implied by the order of listing.

D. Substitutions: Comply with provisions of Division 01. Burden of proof of equivalence is on the Contractor.

E. Provide Complete: Provide all auxiliary and incidental materials and equipment necessary for the operation and protection of the Work of this Section as if specified in full herein.

F. Provide New: All materials provided under the Work of this Section shall be new, shall be the manufacturer's latest design/model, and shall be permanently labeled with the manufacturer's name, model number and serial number.

G. Similar: Similar devices shall be of the same manufacturer, unless specifically noted otherwise in these specifications.

H. Safety Agency Listing: All devices provided under the Work of this Section which are connected to the Project electrical system shall be listed by Underwriters Laboratories (UL), and shall be so labeled.

2.02 TELECOMMUNICATIONS HORIZONTAL CABLING SYSTEM

A. Category cable (data cable)
   1. Category 6a (cat6a) unshielded twisted-pair (UTP) cable
      a. 100-Ohm, 23 AWG, Category 6A 4-pair balanced unshielded twisted pair solid annealed copper
      b. Cable shall be characterized to 750 MHz and UL/ETL Listed by the Manufacturer printed on the cable jacket and package, as well as Intertek (ETL) Verified to TIA-568 Category 6A and ISO/IEC 11801 Class EA requirements for channel, link and component performance to support IEEE 10GBASE-T (802.3an) networks
      c. Maximum Cable Outer Diameter: 0.250”.

d. Documentation available from an independent third-party testing agency that verifies through random sampling that cable components perform at or above the levels contained on their product specifications, not simply at or above the standard.
e. Guaranteed cable balance improves overall performance and reduces emissions which results in error-free performance up to 10 Gigabit Ethernet with full duplex transmission
f. The unshielded twisted pair conductors are surrounded by a non-conductive aluminum/polyester tape and jacketed with flame-retardant polymer alloy to reduce alien crosstalk, reduce cable diameter and improve performance.
g. Provided on spools or reels-in-box to reduce risk of kinking cable upon deployment
h. Cable shall be Plenum-rated (CMP) for any location where plenum cable is required.
i. Category 6A cables shall have the following cable jacket (Yellow) for all outlets.
j. Be made by an ISO 9001 and 14001 Certified Manufacturer.
k. Guaranteed to meet or exceed Channel margin guarantees as stated above under System Performance

Approved Products:
1) Panduit: Yellow, PUP6AS04YL-G (Cat.6A/ Plenum/ Yellow/ solid model/ .250 O.D.)
2) Panduit: Yellow, PUR6AM04YL-CG Cat.6A/ Riser rated/ Yellow/ Matrix Model/ .285 O.D.)

B. Category-Rated Data Connectors (Rj45 Insert Jacks)
1. CATEGORY 6A Mini-Com® TX6A™ 10Gig™ UTP Jack Modules shall be Category 6A performance featuring Split Foil MaTriX Technology. These Category 6A (CAT6A) connectors shall be individual snap-in style, and exceed compliance with TIA/EIA-568-C.2 specifications. The connectors shall comply with the following:
a. The eight position modules shall terminate unshielded twisted 4 pair, 22 - 26 AWG, 100-ohm cable.
b. Comply with FCC Part 68; UL listed and CSA Certified. Verified to exceed all channel performance requirements in TIA-568-B.2-10 from 1 MHz to 500MHz to support the IEEE 802.an standard for 10 Gigabit Ethernet over UTP Cable.
c. Jack module shall use Enhanced Giga-TX™ Technology with forward motion termination to optimize performance by maintaining cable pair geometry and eliminating conductor untwist.
d. The Mini-Com® TX6A™ Jack Modules include Split Foil MaTriX Technology on the external portion of the jack module, which assists in suppressing alien crosstalk. Connector shall have Pair Separation Towers on IDC to facilitate quick, easy terminations without a complete untwist of each pair of conductors.
e. The jack modules shall be universal in design, including complying with the intermateability standard IEC 60603-7 for backward compatibility.
f. The connector shall provide a ledge directly adjacent to the 110-style termination against which the wires can be directly terminated and cut in one action by the installation craftsperson.
g. Connector wiring label shall provide installation color codes for T568B wiring schemes on separate labels.
h. The Mini-Com® TX6A™ 10Gig™ Jack Module must be installed as part of a complete Copper Cabling System in order to achieve 10GBASE-T certified performance.
i. All Category 6A jack modules shall be UL and CSA approved and RoHS compliant.
1) CJ6X88TG**.
2) Where ** = one of 12 colors. See drawings or check with Owner for application.(OR)=Orange,

j. The RJ11 type modules shall be available in six position/three pair USOC coded version and in 11 standard colors. They shall snap into all Mini-Com ® outlets and patch panels. The module shall include a white base to signify Category 3.
   1) CJ66U**
   2) Where ** = one of 12 colors. See drawings or check with Owner for application.

2. Additional Copper Cabling Connectors

a. Additional Mini-Com® Modules for copper shall include the following:
   1) 50 and 75 Ohm BNC coax coupler modules, male-male
   2) F-Type coax coupler module, male-male threaded
   3) The connectors shall snap into all Mini-Com® outlets and patch panels.

a)	Part Number	Style	Medium	Termination Style	
b)	CMFBA**	F-Type	Copper	Coupler	5
c)	CMFSR**	F-Type	Copper	Coupler	5
d)	CMB**	Blank	-	-	5

C. Faceplates, Frames and Inserts

1. Faceplates (wall plates) secure information outlets to the work area. Contractor shall provide and install single gang faceplate kits to house all jacks as required for all work area outlets, workstation base feeds, and furniture openings. Unused telecom backboxes shall receive a solid blank faceplate.
2. CLASSIC SERIES WITH LABEL AND LABEL COVER Frames shall be vertical, single and double gang frames with combination head screws, screw covers, labels, and a curved designer appearance.
3. The faceplates shall mount onto standard U.S. NEMA boxes and adapters with screw-to-screw dimensions of 3.28" (83.3mm).
4. Each faceplate frame shall accept flat, sloped, sloped shuttered, sloped recessed and blank 1/2 and 1/3 size module inserts that can be individually inserted and removed as required from the front of the frame without removing the frame.
5. Telecommunications faceplates shall:
   b. Utilize a (“QuickPort”) footprint to match the approved connectivity manufacturer, and be made by the same manufacturer as the connectors.
   c. Precisely match colors and materials of the power wiring device plates.
   d. Support any connectivity media type, including fiber, AV and copper applications.
   e. Have write-on or printable designation labels for circuit identification together with a clear plastic cover.
   f. Be available in single-gang and double-gang configurations.
   g. Have surface-mount boxes and standoff rings available for both single and double gang faceplates.
   h. Have single-port blank inserts to match faceplate color, available in packs of 10.
   i. Color shall match nearby electrical devices exactly. Off-color ivories or whites will not be accepted.
   j. Furniture faceplates shall fit existing knockouts for telecom receptacles, and snap in without screw mounts.
   k. Decora® inserts shall hold from 1 to 6 jacks per device plate.
      1) Classic Series: CFP1**
      2) Classic Series: CFP2**
      3) Classic Series: CFP4**
      4) Where ** = one of 12 colors. See drawings or check with Owner for application.

         (IW)=Off White, (AW)=Artic White, (EI)=Electric Ivory, (YL)=Yellow, (OR)=Orange, (BU)=Blue, (VL)=Violet, (WH)=White, (RD)=Dark Red, (GR)=Green, (IG)=International Grey, (BL)=Black

D. Surface-Mount Blocks (SMB)

1. Surface-Mount Blocks (SMBs) are used to protect terminated CAT6A cables at the endpoints where they are not contained within walls or furniture. Example locations may be

Wireless Access Points (WAPs), Group Work Areas fed by conduits run down columns, security cameras, or other network-enabled device locations.

2. Ceiling, WAP, Camera and other non-wallmount locations will use a 2-port plastic SMB.
3. Small Surface-Mount Boxes shall exhibit the following characteristics:
   a. Outlet housings for WAPs and other devices shall be a high-density, low profile design with (1) to (12) field-configurable ports, snap-lock cover, and cable knockouts on back.
   b. Housing cover shall have raceway knockouts for top and bottom entry. Base shall include Tie-wrap anchor points at all cable entrances.
   c. The housing shall be mountable with screws, tape or a single magnet.
   d. The cover shall provide the option of securing it to the base with a screw that is hidden under the outlet identification window.
   e. Shall be constructed of high-impact self-extinguishing plastic rated UL 94V-0, and be UL Listed and compliant with FCC Part 68 and TIA-568 specifications.
   f. 1- and 2-port housings are suitable for installation in air-handling spaces (plenum)

      Approved Products:
      1) CBX1**-A (1 port)
      2) CBX2**-AY (2 port)
      3) CBXJ2**-A (2 port, low profile)
      4) Where ** = one of 12 colors. See drawings or check with Owner for application.

      (IW)=Off White, (AW)=Artic White, (EI)=Electric Ivory, (YL)=Yellow, (OR)=Orange, (BU)=Blue, (VL)=Violet, (WH)=White, (RD)=Dark Red, (GR)=Green, (IG)=International Grey, (BL)=Black

E. Modular Furniture Faceplates
   1. Modular Furniture Faceplates shall be four-port flat or angled and two port angled faceplates that snap directly into TIA/EIA standard furniture openings.
   2. The two port, angled faceplate shall provide a 45° slope to the side, in-line with the cable running through the furniture channel. If required, an extender shall be used with the four-port flat faceplate to provide 12.7mm (0.5”) additional depth.
   3. Each faceplate shall accept Mini-Com modules that can be individually inserted and removed as required.
      a. UICFFP4** (snaps into standard knockouts)
      b. CFFP4** (flat with (4) modules)
      c. CFFPA2** (slopped with (2) modules)
      d. CFFPL4** (flat with label (4) modules)
      e. CFFPLA4** (slopped with label (4) modules)
      f. Where ** = one of 12 colors. See drawings or check with Owner for application.

         (IW)=Off White, (AW)=Artic White, (EI)=Electric Ivory, (YL)=Yellow, (OR)=Orange, (BU)=Blue, (VL)=Violet, (WH)=White, (RD)=Dark Red, (GR)=Green, (IG)=International Grey, (BL)=Black

F. Modular Patch Panels
   1. Telecommunications Room Patch Panels shall be manufactured with empty ports, which allow for the insertion of appropriately-graded and colored jacks.
      a. Available in either 24- or 48-port 2RU versions.
      b. Independently tested and verified by Intertek (ETL) to meet or exceed all TIA component, permanent link, and channel requirements of TIA-568 for Cat 6A, FCC part 68, and IEC 60603-7.
      c. An appropriate cable management bar shall be included with standard density flat panels.
      d. Shall be sized to fit a TIA standard, 19-inch relay rack and hole pattern.
      e. There shall be pre-printed numbers above each port for easy identification and white write on areas for port and/or panel identification on the 24 and 48 port version.

f. The panel shall have vertical and horizontal cord organizers available as to improve patch cord management.
g. Verify angled or flat panel use per design documentation or verification with Owner's Representative.
1) Approved Products:
2) Mini-Com Flush Mount Modular Angled Patch Panel, 24 Port, CPPA24FMWBLY
3) Mini-Com Flush Mount Modular Angled Patch Panel, 48 Port, CPPA48FMWBLY

G. Copper Patch Cords
1. Category 6a patch cords
a. TX6A™ 10Gig™ Patch Cords shall be constructed with Category 6A 23 / 26-AWG stranded cable featuring MaTriX Technology. Patch Cords shall be factory terminated with modular plugs featuring a one-piece, tangle-free latch design and black strain-relief boots to support easy moves, adds and changes. TX6A™ 10Gig™ Patch Cords have incorporated MaTriX Technology and a barrier tape into the patch cable design to help suppress alien crosstalk and improve internal electrical performance. Patch cords shall be wired to be compatible with both T568A wiring schemes.
b. The patch cords shall be ETL verified ANSI/TIA-568-C.2Category 6A and IEC/ISO 11801Class EA channel performance. Each patch cord shall be 100% performance tested at the factory in a channel test to the ANSI/TIA-568-C.2 and IEC/ISO standards. The TX6A™ 10Gig™ Patch Cords must be installed as part of a complete TX6A™ 10Gig™ UTP Copper Cabling System in order to achieve 10GBASE-T certified performance.
c. Patch Cords shall be Contractor furnished/Owner Installed (CFOI)
1) Part numbers:
2) UTP6ASD5**
3) UTP6ASD10**
4) Where ** = one of 10 colors. See drawings or check with Owner for application. (YL)=Yellow,
d. Provide Category 6A data patch cords, Panduit or approved equal for 50% of all data connections.
e. Provide 10', Panduit UTP6ASD*** yellow for workstation use and 5' lengths, Panduit UTP6ASD***yellow for closet use.

2.03 GROUNDING AND BONDING

A. Wall-Mount Busbars
B. Telecommunications Main Grounding Busbar (TMGB)
1. Telecommunications Main Grounding Busbar (TMGB) shall be constructed of .25" (6.4 mm) thick solid copper bar.
2. Telecommunications Main Grounding Busbar (TMGB) shall be constructed of .25" (6.4 mm) thick solid copper bar.
3. The busbar shall be 4" (100 mm) high and 20" (510 mm) long and shall have 30 attachment points (two rows of 15 each) for two-hole grounding lugs.
4. The hole pattern for attaching grounding lugs shall meet the requirements of ANSI-J-STD – 607-A and shall accept 27 lugs with 5/8" (15.8 mm) hole centers and 3 lugs with 1" (25.4) mm) hole centers.
5. The busbar shall include wall-mount stand-off brackets, assembly screws and insulators creating a 4" (100 mm) standoff from the wall.
6. The busbar shall be UL Listed as grounding and bonding equipment.
7. Design Make shall be:
8. Chatsworth Products, Inc. (CPI),
9. Telecommunications Main Grounding Busbar:
10. Part Number 40153-020, 20" x 4" (510 mm x 100 mm) Telecommunications Main Grounding Busbar, UL Listed.

C. Telecommunications Grounding Busbar (TGB)

1. Telecommunications Grounding Busbar (TGB) shall be constructed of .25" (6.4 mm) thick solid copper bar.
2. The busbar shall be 2" (50 mm) high and 12" (300 mm) long and shall have 9 attachment points (one row) for two-hole grounding lugs.
3. The hole pattern for attaching grounding lugs shall meet the requirements of ANSI-J-STD – 607-A and shall accept 6 lugs with 5/8" (15.8 mm) hole centers and 3 lugs with 1" (25.4 mm) hole centers.
4. The busbar shall include wall-mount stand-off brackets, assembly screws and insulators creating a 4" (100 mm) standoff from the wall.
5. The busbar shall be UL Listed as grounding and bonding equipment.
6. Design Make shall be:
7. Chatsworth Products, Inc. (CPI),
8. Telecommunications Grounding Busbar:
9. Part Number 13622-012, 12" x 2" (300 mm x 50 mm) Telecommunications Grounding Busbar, UL Listed.

D. Grounding Conductors
   a. Bare stranded copper ground conductors shall be provided and installed by the Contractor as shown on the project drawings to provide a grounding system consistent with the 2016 National Electric Code as well as TIA 607B.
   b. Ground conductors shall be minimum 6 AWG between MDF/IDF Closets, and the Building Service Ground point and minimum 6 AWG green jacketed cable between hardware components located within the MDF/IDF closets.

2.04 BACKBONE CABLING SYSTEMS

A. Interbuilding Backbone Copper Cable
   1. Conductors-Solid, annealed copper, 24 AWG.
   2. Insulation-Solid, high density polyethylene, color coded in accordance with telephone industry standards.
   3. Twisted Pairs-Insulated conductors are twisted into pairs with varying lay lengths to minimize crosstalk.
   4. Core Assembly-25 pairs & less: pairs are assembling together in a single group. More than 25 pairs are arranged in groups or binders, each binder having a color-coded unit binder.
   5. Filling Compound-The entire core assembly is filled with ETPR compound, filling the interstices between the pairs and under the core tape.
   6. Core Wrap Non-hygroscopic dielectric tape applied longitudinally with an overlap.
   7. Aluminum Sheath-Corrugated, copolymer coated, 0.0008" aluminum tape applied longitudinally with an overlap. The sheath interfaces are flooded with an adhesive water blocking compound.
   8. Jacket-Black, low density polyethylene.
      1) Other multiples of 25 acceptable (50, 100, 200, 300pr as required or applicable)
   9. Acceptable Manufacturer: General Cable

B. Intrabuilding Riser Cable
   1. Multi pair riser twisted pair Cable Conductors category 5e.
      a. Conductors-Solid, annealed copper, 24 AWG.
      b. Twisted Pairs-Insulated conductors are twisted into pairs with varying lay lengths to minimize crosstalk.
      c. Core Assembly-25 pairs & less: pairs are assembled together in a single group. More than 25 pairs are arranged in groups or binders, each binder having a color-coded unit binder.
      d. Core Wrap-Non-hygroscopic dielectric tape applied longitudinally with an overlap.
      e. Category 25-pair 5e cable shall have a GRAY cable jacket.

         Acceptable Manufacturers:
         1) General Cable: Blue Jacket CMR (non-plenum), 2133694E

2) General Cable: Gray Jacket CMR (non-plenum), 2133269E
3) General Cable: White Jacket CMP (plenum), 2131550E
4) Riser rated, CMR rated jacket.
5) Plenum rated, CMP rated jacket.

C. Horizontal 25 Pair Telephone Interconnect Cables
1. Category 3 25 Pair Voice Cable
a. Conductors-24 AWG solid bare annealed copper.
b. Sequential footage markers located on the jacket.
2. Compliances:
a. ISO/IEC 11801
b. ANSI/TIA 568-B.2
c. UL Listed Type MPP/CMP, MPR/CMR
3. Category 3 25-pair cable shall have a WHITE cable jacket
Acceptable Manufacturers:
1) General Cable: White Jacket CMP (plenum), 2131505
2) Plenum rated, CMP rated jacket.
b. Other multiples of 25 acceptable (50, 100, 200, 300pr as required or applicable)

D. Wall-Mount Termination Fields:
1. Wall-mounted 110-style termination frames with legs
a. 110 Style termination/wiring blocks for cross connecting between voice station and riser cables shall be provided and installed as shown on the project plans.
b. 110 blocks shall be wall-mountable and manufactured with standoff legs to allow cables to pass behind. All required connecting blocks (4-pair and 5-pair), and labeling strips shall be included.
c. Connecting Blocks shall be Category 6 for all voice station cable installed.
d. Connecting Blocks shall be C-4 for all station cable installed.
e. Connecting Blocks shall be C-5 for all riser cable installed.
f. Acceptable Manufacturers: Cross-connects and wall terminations blocks will be: Panduit

1)	GPB24-X	Standard Density Base	24 port	Rack/Frame
2)	GPB72-X	Standard Density Base	72 port	Rack/Frame
3)	GPBW72-X	Standard Density Base	72 port	With Legs
4)	GPB144-X	High Density Base	144 pair	Rack/Frame
5)	GPB432-X	High Density Base	432 pair	Rack/Frame
6)	GPBW144-X	High Density Base	144 pair	With Legs
7)	GPBW432-X	High Density Base	432 pair	With Legs
8)	GPCB4-X	High Density Connector	4	

E. Communication Entrance Protection:
1. Wall-mount 5-pin circuit protector blocks:
a. Provide multi-pair tails or 110-style input/output terminations per application.
b. Provide 5-pin, solid state surge arresters for each position on circuit protection panel C4B1S Series, or approved equivalent.
c. Circa use: 1880ENA1-25G, 1880ENA1-50G and 1880ENA1-100G, or approved equivalent.
d. Porta Systems, or approved equivalent
e. Systimax 710-SLC-25 filled modules, or approved equivalent.
2. Fiber Optic:
a. Provide as close as practicable (within 50-feet) of where OSP cable enters building in a duct or conduit system. Size splice cases(s) to accommodate strand count of the cable(s) entering building. Splice case must be capable of bonding to the Telecommunications Main Grounding Bus Bar (TMGB). Complete with end caps to

properly seal cable from expanding water blocking gel. Approved manufacturers: Preformed, Corning, and 3M.

3. Miscellaneous Hardware:
   a. Provide supporting hardware, cable ties, labels, underground vault racking, bullet bonds, gel blocking kits, mule tape, and other miscellaneous hardware for a complete and operable system.

F. Fiber Optic Cable
   1. SINGLEMODE Optical Fiber Cable
      a. Optical fiber cables run shall be low-water-peak Singlemode (OS2), and meet all the requirements delineated within the specifications of ANSI/TIA-568 and ANSI/TIA-492.AAAC-B.
      b. Armored fiber optic cables will utilize an interlocking armor outer cover around an integrated tight-buffer (indoor only) or Loose-Tube (indoor/outdoor) cable construction. Plenum armored fiber may be run in open ceilings without conduit or innerduct.
      c. Indoor fiber optic cable shall be minimum 12 strands, typically 24 strands, tight buffered, and individual fiber strands shall be 900 micron jacketed.
      d. Outdoor or indoor/outdoor fiber optic cable used for building-to-building interconnections shall be minimum 24 strands, loose tube construction with 250-micron unjacketed fiber strands in a 12-strand buffer tube.
      e. Cables are typically OFNR rated for in-conduit applications, but must always be constructed of materials and rated appropriate for the environment in which it is installed (Indoor, Indoor/Outdoor, Outside Plant (OSP), OFNP or OFNR, OFCP or OFCR). In-slab conduits are considered a “wet environment” and require OSP or Indoor/Outdoor rating. Cables running at least a portion of the length through an open-air plenum or air handling space must be OFNP or OFCP (plenum) rated. Contractor is solely responsible for installation of the correctly-rated cable in the appropriate environment, as required by the AHJ or local ordinance
      f. Loose tube fibers shall utilize a fan-out kit to fit 250-micron fibers into a 900-micron protective sheath when terminating. Loose Tube cables are generally expected for outdoor environments.
      g. See plans and scope of work for total strand count between locations.

         Approved Products:
         1) Fiber Optic Pigtail: F9TSR17NNSNM001
         2) 12-Strand – APO121PNR
         3) 12-Strand – APO121PNU
         4) Grounding Kit
         5) Or other strand counts as specified

G. MUTLIMODE Optical Fiber Cable
   1. Multimode fiber optical fiber cables shall meet all of the requirements delineated within the specifications of ANSI/TIA-568 and ANSI/TIA-492.CAAB (OM4). Must be a minimum of 12 strands, of Laser-Optimized 50 micron Armored optical fiber. Cable jacketing must be appropriate for the environment in which it is installed (Indoor, Indoor/Outdoor, Outside Plant, OFNP or OFNR).
   2. Fiber optic cables will utilize an interlocking armor outer cover around an integrated Tight-Buffered (indoor only) cable construction and fiber strands with a 900-micron protective sheath.
   3. See plans and scope of work for total strand count between locations.

      Approved Products:
      1) Fiber Optic Pigtail: FZTSR17NNSNM001
      2) Furnish 12-fiber, 24” fan-out Kit: FO6CB and/or FO12CB
      3) 12-Strand – BLO121PNU

4) 12-Strand – BLO121PNR
5) Grounding Kit
6) Or other strand counts as specified

H. Outside Plant Fiber Optic Cable
1. Multimode Fiber cable will be 50/125 micron (Suggest 12 strand)
2. Singlemode Fiber cable will be 8.3/125 micron (Suggest 12 strand)
3. OSP fiber shall be loose tube, all dielectric, armored outdoor cable.
4. Riser cable shall be tight buffered all dielectric, Indoor/Outdoor cable.
5. The multimode fiber cable must comply with the following minimum transmission parameters of 40Gbe and 100Gbe.
6. Outdoor design shall offers water blocking for aerial and duct applications for standards compliance and flexibility for outdoor use.
7. Bend radius: Dynamic: 20 x Cable O.D.; Static: 10 x Cable O.D
   a. Acceptable Manufacturers of fiber cable are Panduit:
      1) General Cable, OSP Loose Tube Single Jacket 12 Strand Multimode OM4 Fiber cable, Part number: BL0124M1A-DWB
      2) General Cable, OSP Loose Tube Armored 12 Strand Multimode OM4 Fiber cable, Part number: BL0124M1F-DWB
      3) General Cable, OSP Loose Tube Single Jacket 12 Strand Multimode OM4 Fiber cable, Part number: BL0124M1A-DWB
      4) General Cable, OSP Loose Tube Single Jacket 12 Strand Multimode OS2 Fiber cable, Part number: AQ0124M1A-DWB
      5) Furnish 12-fiber, 24” fan-out Kit: FO6CB and/or FO12CB
      6) Grounding Kit
      7) ** = total number of strand count

I. Rack-Mount Fiber Optic Enclosures, Panels and Trays
1. All Fiber enclosures shall provide cross connect, inter connect, and splicing capabilities and contain cable management for supporting and routing the fiber cables/jumpers.
2. Fiber Adapter panel openings shall accept Fiber Adapter Plates (bulkheads).
3. 2RU and 4RU enclosures shall hold up to 3, 6 or 12 adapter plates
4. All Fiber enclosures, panels and trays (units) shall provide cross-connect, inter-connect, and splicing capabilities and contain cable management for supporting and routing the fiber cables/jumpers.
5. Fiber enclosures shall exhibit the following characteristics:
   a. Fiber enclosure shall be available in 2RU or 4RU versions to accommodate fiber adapter plates, MTP Modules, and/or termination and splicing of fiber as needed
   b. Enclosures shall have a sliding tray which can be removed completely from enclosure (from front or rear) to facilitate field terminations and splicing. Sliding tray glides forward and backward providing accessibility to front and rear bulkhead after installation.
   c. 17" depth for high density fiber termination and/or splicing.
   d. Removable transparent hinged doors and slide away covers allow easy access during install and visibility of interior after installation.
   e. Patch cord bend radius guides minimize macro bending.
   f. Stackable and adjustable fiber rings simplify cable routing and organization
   g. Fiber Jumper saddles pivot for improved patch cord routing and organization
   h. Removable rubber grommets protect cable and minimize dust build-up
   i. Multiple mounting bracket positions for 19" rack and cabinet installation.
   j. Constructed of durable polycarbonate plastic and 16-gauge steel, powder-coated black
   k. Door lock option available on front, rear, or both doors
   l. Fiber cable management shall allow for routing, storage, and protection of patch cords, tight-buffer fiber, and backbone cables.
   m. Enclosure shall be available either empty or in custom pre-loaded configurations.
      Approved Products:
      1) Rack-Mount Enclosure, FRME2 (2RU)

2) Rack-Mount Enclosure, FRME4 (4RU)

J. Fiber Connectors
1. Pre-polished fiber optic connectors shall be the primary means of field-terminating individual fiber strands at the enclosure or faceplate location.
2. Shall meet or exceed the requirements described in TIA-568 and ANSI/TIA-604-10 (LC) Connector Impermeability Standards
3. Shall be pre-polished and field installable to eliminate the need for hand polishing, bonding, or epoxy in the field.
4. Shall utilize a precision zirconia ceramic ferrule, and be re-terminable up to 3 times during testing without loss of performance.
5. Shall require the use of a cleaver with a guaranteed maximum cleaving angle of 2 degrees for multimode and 1 degree for singlemode fibers.
6. Shall be provided in LC, single-mode or multimode (laser optimized) configurations, terminated on 250 or 900 μm buffered fiber and/or 2mm or 3 mm jacketed fiber.
7. Maximum connector insertion loss shall be no greater than 0.5 dB, with an average of 0.1 dB (MM) or 0.2dB (SM). Typical connector return loss shall be 35 dB (multimode) and 56 dB (single mode). All versions shall allow continuity to be verified by use of a visual fault locator (VFL).
   a. Panduit LC OptiCam® Pre-Polished Fiber Optic Connectors OM4 Multimode / 10Gig™ 50/125µm (laser optimized) simplexP/N: FLCSMCXAQY
   b. Panduit LC OptiCam® Pre-Polished Fiber Optic Connectors OS2 Singlemode / 10Gig™ 9 /125µm (laser optimized) simplex P/N: FLCSSCBUY

K. Fiber Adapter Plates
1. The fiber adapter plate shall be modular and functional for use in either a wall-mount or rack-mount enclosure. The adapter plate shall be provided in LC styles, in 12- or 24-fiber configurations. 12-fiber adapter plates are used to terminate 12-fiber cables, and 24-fiber adapter plates are used to terminate 24-fiber (or greater) cables. Do not utilize adapter plates with unused ports at the rear.
2. The adapter plate shall be compliant to TIA-568 (for performance) and respective TIA-604-X (for intermateability) standards. Adapter plates shall use zirconia ceramic sleeves and be offered in standard fiber type colors pursuant to TIA-568 standards.
3. LC adapter plates shall be precision-molded in the USA and integrated to eliminate “rattle” and loose fit. All ferrules shall be zirconia-ceramic. Adapter plates shall be offered in standard fiber type colors. Singlemode color shall be BLUE.

   Approved Products:
   a. Panduit, FAP12WBUDLCZ, FAP w/12 LC Dupl Adapters (BU) Zirconia
   b. Panduit, FAP12WAQDLCZ, FAP w/12 LC 10 GbE Dupl mm Adapters (AQ) Zirconia

L. Fiber Jumpers and Array Cords
1. Fiber optic LC-LC patch cords, or jumpers, will make LC connections from the rack termination points to the equipment. The jumpers will meet the following requirements:
   a. Factory-manufactured using Singlemode OS2 optical fiber. Field terminations on fiber jumpers are not acceptable.
   b. Shall utilize A-B polarity.
   c. Shall exhibit <0.3 dB insertion loss and -25 dB return loss.
   d. Shall be available in standard lengths of 2 meters and custom-orderable up to any length of feet or meters
   e. Provide factory assembled patch cords meeting or exceeding all criteria specified in the horizontal cabling standard
   f. Provide Duplex Fiber Optic Patch Cords, Panduit or approved equal
      1) Provide (1) ea., 2 meters in length, LC-LC Duplex fiber jumpers
         Approved Products:
      1) Panduit LC-LC SM duplex jumper, F92ERQNQNSNM002

2) Panduit LC-LC MM OM4 duplex jumper, FZ2ERQNQNSNM002

2.05 CABLE SUPPORT HARDWARE AND MISCELLANEOUS MOUNTING EQUIPMENT

A. Miscellaneous Equipment: shall be provided and installed by the Contractor as described below and on the drawings. Mounting hardware and accessories typically required to provide a complete and working installation but not listed in these specifications shall be provided and installed by the Contractor.

B. Backboard Cable Management: shall be provided and placed by Contractor on all telecommunications backboards to provide effective routing of all telecommunications cabling. Contractor shall utilize D-rings, wire distribution spools, and cable clamps as required for a neat and organized installation.

C. Wall Termination Devices: 110 blocks and primary protection blocks will be provided at all wall termination fields. Primary protector blocks will be provided on both ends of all copper outside plant cables. 110 blocks will be installed with appropriate standoffs and brackets for a complete installation.

D. J-Hook assemblies:
   1. All cable shall be supported above ceiling on dedicated cable support hardware.
   2. Contractor is responsible for maintaining the maximum fill guidelines and spacing requirements as shown on the accompanying project plans. Contractor shall provide and install additional J-hook assemblies as required to meet these requirements.
   3. J-hook horizontal cable supporting hardware shall be UL listed. The J-hook(s) shall provide a broad base for proper cable support, thereby reducing stress and bending of cabling.
      a. Contractor shall attach appropriate J-hook fasteners for wall, stud, beam, or flange mounting to the supporting structure. Fasteners shall be spaced a maximum of 5’ apart, and no more than 4’ from the final outlet destination or turn point as shown on the accompanying project drawings.
      b. Cable saddles and J-hooks shall be used where cable tray or wire basket is not available. These must be supported on their own ceiling wires, threaded rod, or affixed to building structure by use of beam clamps (on metal beams) or wood screws (on wood beams). Affixing communication cable supports to existing ceiling support wires is not allowed.

         Acceptable Product:
         1) Caddy CableCat Clips
         2) Erico
         3) B-Line
         4) Panduit
         5) Required supporting hardware, or approved equivalent.

E. 110 Style Termination / Writing and Connecting Blocks
   1. 110 Style termination/wiring blocks for cross connecting between voice station and riser cables shall be provided and installed as shown on the project plans. 110 blocks shall be wall-mountable and manufactured with standoff legs to allow cables to pass behind. All required connecting blocks (4-pair and 5-pair), and labeling strips shall be included.
   2. Connecting Blocks shall be Category 6 for all voice station cable installed.
   3. Connecting Blocks shall be C-5 for all riser cable installed.

      Acceptable Manufacturers:
      a. Panduit GP6™ PLUS Punchdown System:96 pair (24-port) base with legs:GPBW24-X
      b. C-4 Connecting block: Panduit 4 pair P/N: GPCB4-XY)
      c. 110 blocks, Panduit P/N: 288 pair (72-port) base with legs: GPBW72-X

d. Connecting blocks, Panduit 5 pair P/N: GPCB5-XY

2.06 FIRESTOPPING

A. Fire rated pathway devices shall be the preferred product and shall be installed in all locations where frequent cable moves, add-ons and changes will occur. Such devices shall:
   1. Meet the hourly rating of the floor or wall penetrated.
   2. Permit the allowable cable load to range from 0% to 100% visual fill thereby eliminating the need to calculate allowable fill ratios.
   3. Permit multiple devices to be ganged together to increase overall cable capacity.
   4. Allow for retrofit to install around existing cables.
   5. Include an optional means to lengthen the device to facilitate installation in thicker barriers without degrading fire or smoke sealing properties or inhibiting ability of device to permit cable moves, add-ons, or changes
   6. Not require any additional action on the part of the installer to open or close the pathway device or activate the internal smoke and fire seal, such as, but not limited to:
      a. Opening or closing of doors.
      b. Twisting an inner liner.
      c. Removal or replacement of any material such as sealant, caulk, putty, pillows, bags, foam plugs, foam blocks, or any other material.
   7. Where single cables (up to 0.27 in. (7 mm) diameter) penetrate gypsum board/stud wall assemblies, a fire-rated cable grommet may be substituted. Acceptable products shall be molded from plenum-grade polymer and conform to the outer diameter of the cable forming a tight seal for fire and smoke. Additionally, acceptable products shall lock into the barrier to secure cable penetration.
   8. Where non-mechanical products are utilized, provide products that upon curing do no re-emulsify, dissolve, leach, breakdown or otherwise deteriorate over time from exposure to atmospheric moisture, sweating pipes, ponding water or other forms of moisture characteristic during or after construction.
      a. Where it is not practical to use a mechanical device, openings within floors and walls designed to accommodate telecommunications and data cabling shall be provided with re-enterable products that do not cure or dry.
      b. Utilize an EMT sleeve as a stub through a rated wall
      c. Surround annular space between EMT sleeve and wall material with a hardening intumescent caulk.
      d. Utilize re-enterable, non-hardening putty around cables inside a metal sleeve. Do not exceed 40% fill capacity of sleeve and follow all rated assembly requirements per Manufacturer, local codes, and AHJ.
   9. Cable trays shall terminate at each barrier and resume on the opposite side such that cables pass independently through fire-rated pathway devices. Cable tray shall be rigidly supported independent from fire-rated pathway devices on each side of barrier.
   10. Clean surfaces to be in contact with fire stopping materials of dirt, grease, oil, loose materials, rust, or other substances that may affect proper fitting or the required fire resistance.
   11. Install fire stopping materials as indicated, in accordance with manufacturer's instructions.
   12. Seal all holes or voids made by penetrations to ensure an effective smoke barrier.
   13. Unless protected from possible loading or traffic, install fire stopping materials in floors having void openings of 4 square inches or more to support the same floor load requirements.
   14. A small amount of hydrogen gas is released as foam cures. Use forced air ventilation when installing if areas of installation have less than 2 cubic feet of free air for each pound of liquid mixture being foamed.
   15. Examine fire stopped areas to ensure proper installation prior to concealing or enclosing fire stopped areas.

Approved Products:

a. Specified Technologies, Inc. EZ-PATH series 22, 33 and 44+ fire-rated pathway devices
b. Specified Technologies, Inc. EZ-PATH GROMMET
c. Specified Technologies, Inc. SSS Intumescent Caulk
d. Specified Technologies, Inc. SSP Intumescent Putty

2.07 LABELING

A. All labeling shall be in accordance with and strictly adhered to TIA-568, TIA-606 (Class 2 Administration) and BICSI Standards.

B. Provide machine-generated labels appropriate for all components supplied and installed. Under no circumstances shall hand written labels be used.

C. The labeling scheme shall not include duplicates of any new or existing cable identification across the entire cable plant.

D. The labeling scheme will be provided at all locations within the cable infrastructure.

E. All cables shall be labeled, using the owners cable identification standard.

F. Intrabuilding Cable: All Intrabuilding cables will be labeled. Provide legible and indelible marking on all cables as indicated in the Drawings. Contractor shall ensure labeling of the cables during installation.

G. Interbuilding Cable: All Interbuilding cables will be labeled. Provide legible and indelible marking on all cables as indicated in the Drawings. Contractor shall ensure labeling of the cables during installation.

H. Each faceplate, cable, or data outlet (drop) will be numbered with a unique identifier clearly indicating the voice and data jacks by floor number, station, and outlet identification. This labeling scheme will be independent of any assigned telephone numbers.

I. Cables
1. Horizontal and backbone cables shall be labeled at each end according to Owner labeling standards (see below). The cable or its label shall be marked with its identifier.
2. Cable labels shall be machine-generated wrap-around labels with multiple cable ID’s printed such that it can be viewable in place without turning the cable.
3. Label cables within 6” of termination point at both ends.

J. Faceplates
1. A unique location identifier shall be marked on each faceplate to identify its location in the cable plant.
2. Each port in the faceplate shall be labeled with its own unique identifier.

K. Racks, Panels, Blocks
1. A unique identifier shall be marked on each piece of connecting hardware to identify it as connecting hardware.
2. Each port on the connecting hardware shall be labeled with its own identifier to match the other end of the cable.

2.08 FLOOR MOUNT EQUIPMENT RACKS

A. Two-Post Equipment Standard Relay Rack, Chatsworth Products, Inc. (CPI)
1. Racks shall be rectangular in shape, manufactured from steel, welded construction with two pairs of removable (bolt-on) equipment mounting rails.
2. The top of the rack shall be pre-punched with attachment holes for cable runway and a top-mount cable management jumper tray. The sides of the rack shall be pre-punched with attachment points for power strips, Snap-On cable guides and vertical cable managers. The bottom of the rack shall be pre-punched with attachment points for a junction box and attachment to the floor.
3. Equipment mounting rails shall be L-shaped, set 6” (150 mm) or 3” (80 mm) apart and punched on the front flange with the EIA-310-D Universal hole pattern to provide 44 rack-mount spaces for equipment. Each mounting space shall be marked and numbered on the

mounting rails. Mounting rails shall be removable and reversible so that RMU numbering can start at the bottom or top of the rack.

4. Equipment-mounting rails shall be horizontally spaced to allow attachment of 19” EIA or 23” rack-mount equipment. Attachment points shall be threaded with 12-24 threads.
5. The rack shall have two masked ground connection points located near the top and bottom of the frame and will include a ground terminal lug to attach ground conductors from the Telecommunications Grounding Busbar. Equipment mounting rails will bond to the rack through assembly hardware.
6. The rack shall measure 7’ (2.1 m) high, 24” (610 mm) wide and 15” (380 mm) deep at the base. The sides of the rack frame shall be 9.6” (294 mm) deep.
7. The rack shall be rated for 1,000 lb. (453.6 kg) of equipment in seismic areas and meet Telcordia Technologies GR-63-CORE Network Equipment Building Systems (NEBS) Zone 4 requirements.
8. Finish shall be epoxy-polyester hybrid powder coat in the color as specified below. Mounting rails will be painted to match or zinc-plated.
9. Part Number 55053-703, Standard Rack, 7’H (2.1 m) x 20.3” W (515.9 mm) x 15” D (381.0 mm), 45U x 19” EIA, Black, UL Listed.
10. Each rack must have one (1) 6' long 125V 15A multiple-outlet power strips each with twenty three-prong outlets and no switch, Chatsworth 12848-701. These power strips, with standoff mounting legs, must be installed vertically at the rear of the rack, with the bottoms of the power strips about 6" off the floor. The power strips must be UL-listed. All power strips must be furnished with a 15' three prong plug/cord, NEMA 5-15P.

2.09 EQUIPMENT ROOM CABLE MANAGEMENT

A. Horizontal Cable Management System
   1. Product Description: Panduit, NetManager P/N: NM2, or approved equal, 3"x3" front, 2"x 5" back, mountable in an EIA standard 19" rack.
   2. Provide 3 per new installed rack
   3. Provide to ITD / Telecommunications for installation.
   4. Note: Do Not utilize Horizontal wire management between angle patch panels.

B. Vertical Cable Management System
   1. Product Description: Panduit, PR2VD06, or approved equal, 7’ Vertical Wire Manager, side mount with covers.
   2. Location: Both sides of Floor Mount Equipment Racks and in-between racks.

C. Distribution Rings/Jumper Troughs
   1. Product Description: Panduit P110JTW-X or approved equal.
   2. Location: On all backboards as required for routing of voice cables in a neat fashion.

2.10 LADDER RACKING

A. Cable Ladder Sections and Components
   1. General: Except as otherwise indicated, provide metal cable ladders, of types, classes and sizes indicated; with splice plates, bolts, nuts and washers for connecting units. Construct units with rounded edges and smooth surfaces; in compliance with applicable standards; and with the following additional construction features.
      a. Materials and Finish: Material and finish specifications for each cable ladder type are as follows:
      b. 1.5” Tubular Steel: Straight section and fitting side rails and rungs shall be extruded from ASTM A513 steel tube. All fabricated parts shall be finished with a black powder coat.

B. Type of Cable Ladder System
   1. Ladder type cable ladders shall consist of two longitudinal members (stringers) with transverse members (rungs) welded to the stringers. Rungs shall be spaced 9" inches on center. Rung spacing in radius fittings shall be 9 inches and measured at the center of the cable ladder's width. Rungs shall have a minimum cable bearing surface of 1” with

radius edges. No portion of the rungs shall protrude below the bottom plane of the side rails.

2. Straight cable ladder sections shall have side rails fabricated as tubular steel channels. All straight sections shall be supplied in standard 10'-foot lengths, except where shorter lengths are permitted to facilitate cable ladder assembly lengths as shown on drawings.
3. Cable ladder widths shall be 12" inches as indicated on drawings.
4. Splice plates shall be the bolted type made as indicated below for each cable ladder type. The resistance of fixed splice connections between an adjacent section of cable ladder shall not exceed .00033 ohm. Splice plate construction shall be such that a splice may be located anywhere within the support span without diminishing the cable ladder rated loading capacity.
5. All splice materials shall be made of ASTM A570 structural steel using carriage bolts and serrated flange locknuts. Hardware shall be Yellow Zinc Dichromate. Chatsworth # 16299-001 or approved equal.
6. Cable ladder Supports: Shall be placed so that the support spans do not exceed a maximum span of 5' feet. Supports shall be constructed from formed shape channel members 1 5/8" x 1 5/8" with necessary hardware such as trapeze support kits, ceiling support kits, triangular support brackets, or wall angle support kits as manufactured by Chatsworth Products or engineer approved equal.
7. Trapeze hangers shall be supported by 3/8" (minimum) diameter all thread rods.
8. Accessories - special accessories shall be furnished as required to protect, support, and install a cable ladder system. Accessories shall consist of but are not limited to; section splice plates, expansion plates, blind-end plates, specially-designed ladder drop-outs, barriers, etc.

C. Acceptable Manufacturers
   1. Manufacturer: Subject to compliance with these specifications, cable ladder and cable channel systems to be installed shall be as manufactured by Chatsworth, Inc. or engineer approved equal.

PART 3 – EXECUTION

3.01 INSTALLATION REQUIREMENTS

A. Furnish and install materials necessary for a complete and working system.

B. Contractor must be a Certified Installer for selected manufacturer prior to, during, and through completion of the system installation, and must be able to provide the manufacturer's extended warranty.

C. Perform work in a neat and workmanlike manner.

D. Determine requirements for plenum rated cable and devices. When doubt exists, seek prior determination in writing by AHJ.

E. Install cable after interior of building has been physically protected from the weather and mechanical work likely to damage cabling has been completed.

F. Contractor shall give notice to all agencies requiring advance notification and comply with all regulations specified by all governing agencies having jurisdiction (AHJ) over the performance of the work.

G. Before installing cabling, ensure cable pathways are completely and thoroughly cleaned:
   1. Inspect conduit, wireway, cable trays, and innerduct systems prior to installation.
   2. Swab any additional enclosed raceway and innerduct systems.

H. Contractor shall coordinate with and abide by the construction schedule and sequencing as dictated by the General Contractor on the project. Storage and staging areas within the construction site shall be as dictated by the General Contractor.

I. Provide protection for exposed cables where subject to damage. Provide abrasion protection for any cable or wire bundles, which pass through holes or across edges of sheet metal.

J. The contractor shall provide and pay all permits.

K. The contractor shall provide all labor, materials, equipment, tools, utilities and services necessary for the proper execution and completion of the telecommunications cabling system.

L. Proper cable handling is critical to maintaining the design integrity of high-performance cabling. Cable handling recommendations include:
   1. Cable must be conditioned above 32 degrees F for 48 hours prior to installation.
   2. Do not use excessive force when pulling cable. The maximum pull-force guideline for a 4-pair horizontal UTP should not exceed 110N (25lbf). Meeting this guideline avoids stretching conductors during installation and the associated transmission degradation.
   3. The minimum bend radius for UTP should not exceed 4 times the cable outside diameter (O.D.) The O.D. of Cat 6A 100 ohm, balanced UTP cable is .30 in. (4 x .3 = 1.2 in. bend radius).
   4. The minimum bend radius for fiber should not exceed 10x the cable outside diameter.
   5. Traditional combing and dressing (bundling) of Category 6A cabling for a combed appearance is required in all exposed locations.
   6. In TR, use appropriate horizontal cable management for patch cords on front of patch panels. Also, use appropriate cable management bar(s) for support of terminated horizontal cable.
   7. Do not use vinyl or plastic cable ties due to the potential for over-cinching of cable bundles which can alter the cable geometry and degrade the system cabling performance. Use only hook and loop (“Velcro”) fasteners for bundling of horizontal cables.
   8. Install cable ties and other cable management clamps via hand so that it fits snugly. Do not over tighten or use mechanical tools which could compress, crimp, or otherwise change the physical characteristics of the cable jacket or distort the placement of twisted-pair components. Replace any cable exhibiting stresses due to over tightening of cable management devices.
   9. Store cable slack in an extended loop configuration to alleviate cable stress. Excessive cable slack in bundled loops or traditional ‘service loops’ to provide additional cable length in TR has been shown to degrade cabling performance and are not recommended.

3.02 INSTALLATION METHODS

A. Contractor is required to adhere to the following parameters whether or not Contractor and/or others have placed existing equipment. Contractor will notify the owner of any of the following requirements that cannot be met prior to bid or ordering of materials.

B. General: Install an infrastructure cabling system as detailed by the contract drawings, details, and specifications.

C. The maximum length of horizontal cabling from nearest closet to an outlet shall not exceed 295 feet as per TIA 568 standards. Contractor will notify the owner prior to commencement of any installation not meeting the 295-foot maximum distance limitation.

D. Contractor will place all station cables in the ceiling area on Contractor supplied and installed wire hangers or in floor spaces and raceways. Contractor also will assess whether or not the ceiling space is a plenum air return, which shall dictate the use of the listed plenum type, or PVC type cable required in the materials specification section. The cables will be routed to the MDF/IDF locations, utilizing cable tray. Station cables must be strapped every 5 feet with tie straps in J-Hooks provided by the Contractor; strapping to any other wires (e.g., lighting, ceiling grid, etc.) is not permitted. Cable splicing at any point of a station cable is unacceptable. When cables are routed in non-ceiling spaces, such as below raised flooring, the Contractor will still assess whether or not the space is a plenum air return and pull the appropriate cable type.

E. In hard wall (wallboard) or V wall type construction where accessible, Contractor will install a wall board adapter or equivalent, which will support mounting of the faceplate necessary for the jacks. This will eliminate the need for an electrical box (in-wall junction box) to accommodate the communications outlet.

F. Cables will be run vertically in dedicated EMT conduit inside the wall and into the ceiling space. Once in the ceiling space, the cable will be routed to the closest cable tray. Cables shall be routed to their closest MDF/IDF utilizing the shortest path possible, while still following TIA standard guidelines. Station cables outside of cable tray must be strapped to tie wires with J-Hooks every 5 feet provided by Contractor; strapping to any other wires (e.g., lighting, ceiling grid, etc.) is not permitted.

G. In areas where modular furniture is installed or in areas where office furniture is in an open office space, telecommunications cabling access will either be through the floor or from the ceiling.

H. Where the cable access is from a duct under the floor, the Contractor will provide and install mounting hardware inside the floor box that will support the outlets.

I. The Contractor will provide and install a plastic spiral wrap device or metal flexible conduit to the cable channel in the furniture or to a surface mount box located at each work station. The Contractor shall coordinate with the owner, the exact location of each cable termination and jack location.

J. UTP cabling must conform to a 6-foot separation requirement from main power panels, switch gear and/or starter motors.

K. All power feeds crossing the path of the UTP cables at right angles must be a minimum of 6 inches in distance from the UTP cables.

L. Cables shall be run cable tray in corridors wherever possible in order to avoid furniture and work areas so that access to the cables is unencumbered.

M. The cables shall be placed at a minimum of 6 inches above the ceiling.

N. The cables are to be run so as to maximize accessibility. Contractor will notify the owner in the event this requirement cannot be met.

O. Debris, boxes, leftover cables, and trash must be removed from construction sites upon completion of work. No debris or work material may be left in areas that have student access unless the affected area is marked with cones, tape, or temporary fencing.

P. Contractor shall pull conductors together where more than one is being installed in a raceway. Cable bundles in raceways, in suspension systems, or on wallboards must be tie wrapped every 5 feet. There must be an independent system supporting the cable system. Cable bundles tied to the lighting-ceiling grid will not be permitted. Station wire cannot be attached to electrical conduit, gas or sprinkler piping, or other code-restricted items.

Q. No cabling is allowed to rest on any ceiling tile or suspension system. Cable shall be kept 30 inches away from any heat source; i.e., steam valves, etc.

R. Cables shall be pulled free of sharp bends or kinks, twists, or impact damage to the sheath.

S. Cables shall not be pulled across sharp edges. Cables shall not be forced or jammed between metal parts, assemblies, etc.

T. Cables shall not be pulled across access doors and pull box covers. Access to all equipment and systems must be maintained.

U. Cables shall be protected from paint and any other chemicals during installation. Any paint or chemicals that adhere to the installed cable shall be cleaned from the cable per manufacturers requirements. The cable manufacturer and the design consultant shall be notified.

V. Insulation shall be removed to expose shielding and conductors to the exact length required by manufacturer for proper termination of plugs and pins. Plugs and pins, upon termination, shall not be damaged in any way.

W. All communications racks must be properly anchored to walls and floors and grounded to building ground grid (not to water pipes, etc.).

X. Cable splicing will not be permitted in any horizontal cable run.

Y. Contractor shall install system using tools and equipment specifically designed for the installation tasks. Use installation practices that ensure the highest quality installation. Perform all cutting, splicing, pulling and termination of cables using equipment specifically designed for each purpose.

Z. Install tie wraps using a tension controlling cutting device. Tension shall not exceed that which is specified by the manufacturer of the cable. Tie wraps and other securing hardware shall be rated as required for the installation environment.

AA. Where multiple conduits are being used, fill one conduit to its maximum fill ratio before going onto the next conduit. Wherever possible, leave as many spare conduits available as possible.

BB. All cables requiring lubrication for installation in conduits shall be continuously lubricated during the pulling-in process. Maximum pulling tensions specified by the cable manufacturer shall not be exceeded. Monitor cable-pulling tension with a mechanical tension-indicator.

CC. All new conduit will not exceed a 40% fill rate. All spare conduits or conduits filled with less than the maximum allowed fill ratio shall have a pull string installed and left for future installation of cable. Clearly label as "pulling line" indicating To/From.

DD. Support cables running overhead that are not installed in raceways by bridle rings or J-Hooks spaced every 5 feet.

EE. Install the telecommunication cabling system as detailed in the contract drawings in the exact location and layout shown in the details.

FF. Openings around electrical raceway penetrations shall maintain the fire resistance rating required. See NEC 300-21.

GG. Label all cables at both ends. The label shall be permanent. Labels shall be typed (not handwritten) and individual number strips are unacceptable. An acceptable labeling product is a self-laminating cable marker, such as Brady #DAT-9-292-series. All cable labeling shall include numeric designation, source, destination, and cable type.

HH. All outlet plates shall be installed neatly and square with floor and walls.

II. Category 6A installations shall conform strictly with EIA/TIA 568B and TSB-40B to insure a quality system that meets the transmission rate criteria.

JJ. Install cable above fire-sprinkler systems and ensure that the cable does not attach to the system or any ancillary equipment or hardware. Install cable system and support hardware such that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.

KK. Do not attach cables to ceiling grid or lighting fixture wires. Where support for cable is required, install appropriate carriers to support the cabling.

LL. Any cable damaged or exceeding recommended installation parameters during installation will be replaced by the contractor prior to final acceptance at no cost to the Owner.

3.03 SEPERATION OF DATA AND POWER CABLING

A. Design cable pathways to avoid potential sources of EMI. Avoid installing cable near sources of EMI (X-ray equipment, large motors/generators, electrical power cabling and transformers, Radio frequency (RF) sources and transmitters, lighting, copiers, etc.).

B. Provide the following minimum separation distances between pathways for copper communications cables and power wiring of 480 volts or less.
   1. Open or Nonmetal Communications Pathways:
      a. 12-inches from electric motors, fluorescent light fixtures, and unshielded power lines carrying up to 3 kVA.
      b. 36-inches from electrical equipment and unshielded power lines carrying more than 5 kVA.
      c. 48-inches from large electrical motors or transformers.
   2. Grounded Metal Conduit Communications Pathways:
      a. 2 1/2-inches from electrical equipment and unshielded power lines carrying up to 2 kVA.

b. 6-inches from electrical equipment and unshielded power lines carrying from 2 kVA to 5 kVA.
c. 12-inches from electrical equipment and unshielded power lines carrying more than 5 kVA.
d. 3-inches from power lines enclosed in a grounded metal conduit (or equivalent shielding) carrying from 2 kVA to 5 kVA.
e. 6-inches from power lines enclosed in a grounded metal conduit (or equivalent shielding) carrying more than 5 kVA.

C. Physically separate power & data cabling according to relevant code and standard requirements when run in a common pathway.
1. Never run data and Class 1 power cabling in parallel closer than 2".
2. Avoid crossing cables if possible. If necessary, always cross cables at 90 degrees.
3. Maintain a minimum of 5 in. separation between data cable and all ballast controlled lighting.

D. Minimum separation distances of telecommunications cabling from potential sources of EMI exceeding 5kVA:
1. 24" away from Unshielded power lines or electrical equipment in proximity to open or nonmetal pathways
2. 12" away from Unshielded power lines or electrical equipment in proximity to a grounded metal conduit pathway
3. 6" away from Power lines enclosed in a grounded metal conduit (or equivalent shielding) in proximity to a grounded metal conduit pathway
4. 48" away from Electrical motors and transformers

3.04 FURNITURE CABLING

A. The contractor will pull all data cables in advance of the installation of the modular furniture workstations, and coil at basefeed or above ceiling for power pole feeds. Upon furniture arrival, the contractor will feed the cables through power poles or base feed/wall connected data/telecom conduit, and terminate as specified on the floor plans.

B. Contractor to coordinate with Owner's furniture vendor for timing of the installation of systems furniture, and installation of electrical and voice/data cabling.

3.05 TERMINAL BLOCKS AND PATCH PANELS

A. Arrange all terminal blocks in a manner that allows natural wiring progression and minimizes crossing of wires.

B. Dress and comb all incoming cable bundles in groups of 24 cables each. Eliminate crossed cables and "divers".

3.06 TELECOMMUNICATION ROOMS

A. The Data and Telco Rooms are a transition point between the backbone and horizontal distribution pathways. The rooms shall be able to contain data or telecommunications' equipment, cable terminations and associated cross-connection wiring. Closet spaces are not to be shared with electrical installations, other than those directly for telecommunications, video, security and information systems equipment. The rooms are not to be shared with other unrelated building service, for example plumbing. Any conflicts with these specifications require the approval of the Owner's project manager.

B. Contractor shall submit a drawing of the Telco room showing layout of all components including necessary and required electrical outlets, conduits, environmental requirements and wire termination fields prior to start of the job. Any jack densities noted in these specifications are estimates only. The drawing will designate the most effective, scalable, jack termination cabling design to facilitate data/telecom outlets shown on the lease exhibits. Owner's Project Managers must approve drawings prior to installation.

C. All racks, panels, and equipment finished shall be anchored to meet local seismic zone requirements and industry standards. The equipment racks are to be anchored to the concrete

floors via “Unistrut or equal metal framing strut systems”, drop in anchors only for all floor mount racks, concrete anchors, bolts and washers.

D. The overhead cable ladder system will provide a route for the Category 6A, and other communication cables while providing stability to the equipment racks.

E. The vendor is responsible to provide and install the specified count of 19” EIA rack-mount 7’ (45U) 2- post racks, Black, as required in the new Telco Room. The vendor is responsible for submitting Telco room layout drawings to Owner for approval prior to installation.

F. The contractor shall provide high capacity horizontal and vertical cable manager channels are required in all data and equipment racks, and the racks will contain sufficient vertical and horizontal cable managers to facilitate the patch panel density and placement installed by the contractor.

G. Contractor will install raceways, boxes, managers, and enclosures as indicated according to manufacturer’s written instructions. Securely fasten each component to the surface to which it is mounted and remove burs and sharp edges from all cable tray.

H. A 12” ladder rack system is required and will be provided by the contractor and installed in the IDF to provide cable support to the rack system. This includes all of the required ladder rack support items such as rack to runway kits, wall angle brackets, ceiling supports, splices (junction and butt), radius drops and j-bolts. The final ladder rack layout will be included in the IDF layout drawing described above.

I. Provide and install as needed in the Telco room 4’ x 8” x 3/4” fire-rated plywood board and labeled with fire rating stamp facing into the room to accommodate rack ladder support, cabling support, grounding platform, data and voice equipment. Paint backboard white (leave stamp visible) to match existing backboard in room, if appropriate. Location of installation is to be determined with approval by Owner.

J. No more than four (4) data patch panels will be mounted to a 7’ equipment rack.

K. If you need more than four (4) data patch panels to complete the job contractor will need to install an additional 7’ rack.

L. Patch panels for special circuits (fax, T1,) can be mounted to a rack that already has four (4) data patch panels mounted in it.

3.07 UNSHIELDED TWISTED PAIR TERMINATION

A. Check plans and symbology for final determination of faceplate constitution or consult with Owner prior to bid.

B. Install additional cables at drop locations and in quantities indicated on the drawings.

C. Do not exceed manufacturers’ recommendations for maximum allowable pulling tension, side wall pressure or minimum bending radius. Use pulling compound as recommended by cabling manufacturer.

D. All horizontal cables, regardless of media type, shall not exceed 90 m (295 ft) from the telecommunications outlets in the work area to the horizontal cross connect.

E. The combined length of jumpers, or patch cords and equipment cables in the telecommunications room/closet and the work area shall not exceed 10m (33 ft.).

F. No run of UTP cable between horizontal portions of the cross-connect in the telecommunication closet and the information outlet shall contain splices.

G. In a false ceiling environment, a minimum of 3 inches (75 mm) shall be observed between the cable supports and the false ceiling. Minimum 6” is preferred.

H. J-hooks shall be provided for all suspended cable, at a semi-irregular spacing not to exceed 5 feet between supports. Cables shall be supported by dedicated low-voltage cable support hardware. Support of cables or hanging hardware by means of supports or surfaces related to other trades or applications is not allowed.

I. Provide a full-size service loop (at least once around the inside edge of the box) in each J-box in the communications system.

J. Install all cable in plenum spaces with J-hooks of at least 1” in width to disperse the weight on the bottom cables. Homerun all cable to nearest TR Cabinet.

K. Comply with ANSI/TIA-569 for conduit and splice box sizing.

L. Install modular jacks at all outlets shown; one data jack for each data cable at each faceplate or termination point. Install additional cables and modular jacks as indicated on the drawings. Do not “split pairs” between different jacks.

M. Terminate cables at each jack location and at termination board or patch panel. Follow industry guidelines and manufacturers’ recommendations and procedures as required. All termination hardware shall be rated to exceed their associated Category rating as specified above.

N. Field-installable RJ45 plugs are not to be used.

O. For enclosed ceiling WAP locations, install and terminate CAT6A cables to approximate location as shown on plans. For open-ceiling environments, secure cables and surface-mount boxes to nearest appropriate support structure.

P. For in-ceiling WAP locations, secure jacks inside a surface-mount block mounted to in-ceiling metal assembly, and provide a 5’ patch cord or longer, as needed, to connect device to its final determined location in ceiling.

Q. For wall-mounted device locations, utilize an in-wall bracket in lieu of faceplate as described above. Secure mounting bracket and device hardware directly over backbox. Connect device with 1’ CAT6A cord (Security, AV, or WAP), or 1’ high-flex CAT6 patch cord for other CAT6-based devices. Coil patch cord inside backbox.

R. Label and identify each outlet and cable for data circuits. Label at outlet end and at termination board or patch panel with matching designations.

S. Provide data outlets in surface raceway at 26” on center unless otherwise indicated.

T. Extreme care must be taken not to nick any of the copper conductors when removing jacket. Use rip cord to expose pairs for termination onto Insulation Displacement Contacts. You can also use a precision stripper that allows the technician to set the depth of the blade.

U. Maintain twists as close as possible to the point of termination. Untwisting of copper pairs should not exceed ¼” to the termination point.

V. Manage the cable bundles in a symmetrical orientation. For example, in a 48-port patch panel, distribute 24 cables through the vertical cable management on the left rear side of the rack and 24 cables through the vertical cable management on the right rear side of the rack.

W. Do not dress cables in bundles larger than 24 cables. Multiple 24-cable bundles may be run in parallel with evenly-spaced Velcro cable ties in an orderly sequence.

X. For cable management on rear of patch panel, cable shall sweep into termination points and be supported by appropriate rear cable management.

Y. Horizontal patch cord management is required on all installations which do not use angled patch panels.

Z. Maintain cable bend radius 4X outer diameter (UTP only) when mounting faceplate onto EMT backbox, box-eliminators or furniture knock-outs.

AA. Faceplates and SMBs shall be fully installed and labeled prior to testing.

BB. Loosely coil and store excess slack in the ceiling above each termination location when there is not enough space present to store slack cable.

CC. Install cable in accordance with manufacturer's recommendations and best industry practices.

DD. Dress and terminate cables in accordance with the recommendations made in the ANSI/TIA/EIA-568-C.1 document, manufacturer's recommendations and best industry practices.

EE. Terminate 4 pair cables on the jack and patch panels using T568B wiring scheme.

FF. Maintain the cable jacket within 1-inch of the termination point.

GG. Do not exceed 0.5-inch of pair untwist at the termination point.

HH. Do not exceed 4 times the outside diameter of the cable in the termination area for bend radiance compliance.

II. Neatly bundle and dress cables to their respective panels or blocks. Feed each panel or block by an individual bundle separated and dressed back to the point of cable entrance into the rack or frame.

JJ. Horizontal station cabling must have no less than 10’ service loop at station end and 5’ at patch panel ends. These loops should be dressed in an orderly fashion above T-bar.

3.08 FIBER OPTIC CABLE SYSTEM

A. The fiber optic raceway system must be continuous between pull boxes and junction boxes. The raceway system must enter and be secured to enclosures.

B. All fiber supplied to the campus, must be tested with an OTDR, Microtest Certifiber, or equal prior to installation, while still on the shipping reel, using an optical time domain reflectometer (OTDR) or a 850/1300/1510 nm power meter and stabilized light source. The test results must be compared to the manufacturer's test results. A discrepancy of more than 1 dB on any fiber in either window indicates possible shipping damage and the fiber must be returned to the supplier.

C. All fiber must be tested after installation according to the procedures and acceptability criteria described in EIA/TIA 455A (Aug 1991) and all applicable addenda after installation and termination using an OTDR in one direction and an 850/1300 nm power meter and stabilized light source in both directions and in both optical windows. The results of these tests (printed OTDR results and tabular loss results) must be provided by the installer as documentation of the quality of installation and as a baseline for future troubleshooting. The results must be compared to the pre-installation test results for significant changes.

D. All optical test equipment must have current, traceable calibration certification.

E. All spare optical ports and connectors should have a dust cap in place to protect the cable from the environment.

F. Manufacturer's specification for pulling stress and minimum bend radius must not be exceeded on any fiber cable.

G. Installation contractor must develop and review conduit installation plan with the owner before beginning installation.

H. Installation contractor must verify all device locations with the owner before installation.

I. Installation contractor must review cable numbering and labeling scheme with the owner prior to installation.

J. Installation contractor must review drawing notes and drawing back-annotations (red line) on site plans with the owner prior to installation.

K. Fiber Optics Cable Labeling: Fiber termination locations must be labeled to corresponding fiber strand pairs at the Main Distribution Frame (MDF), and Intermediate Distribution Frame (IDF) Using embossed labels. The Contractor is expected to provide tags, straps, and adhesive labels. These tags, straps, and adhesive labels must be of high quality that will endure over time. Hand written labels are not acceptable.

L. All outside fiber cable will be installed through 1.25” innerduct from point of origin and destination.

M. Securely fasten the fiber optics raceway to the cable tray, or walls when routed inside buildings, using clamps and clips designed for this purpose.

N. Provide a nylon or polyethylene pulling line in all fiber optics raceways. Clearly label as "pulling line", indicating source and destination.

O. Openings around fiber optics raceway penetrations shall maintain the fire resistance rating required. See NEC 300-21.

P. All fiber optics cables are to be run as efficiently as possible, minimizing the amount of cable required.

Q. All fiber optics cables shall be continuously lubricated during the pulling-in process. The maximum pulling tensions specified by the cable manufacturers shall not be exceeded. Monitor cable pulling tension with a mechanical tension meter.

R. The fiber optics cables passing through pullboxes and manholes shall be neatly arranged and secured to cable jacks on the interior walls. Cables will not be accepted when diving through the manhole or pullbox.

S. As fiber optics cables emerge from intermediate-point pull boxes, coil the cable in a figure eight pattern with loops not less than two feet in diameter.

T. Label all fiber optic cables at both ends. The label shall be permanent. Labels shall be typed (not handwritten) and individual number strips are unacceptable. All cable labeling shall include numeric designation, source, destination, and cable type.

U. Fiber optics raceways shall be clearly marked at each pull box indicating type and number of cables within.

V. If connectors have been factory installed on fiber optic cables, protect the connector during the pulling-in by wrapping with a thin layer of foam and insert in a stiff plastic sleeve for protection.

3.09 GROUNDING

A. All grounding (earthing) and bonding shall be done to applicable codes, standards and regulations.

B. Grounding shall be accomplished by common single-point termination of all ground conductors.

C. All metallic components of the infrastructure system shall be solidly grounded by the shortest possible route.

D. Manhole Splices and Splice Cases - the Contractor will connect the splice case to the manhole ground as per GTE practice 605-100-201 using a #6 AWG solid copper wire.

E. NEMA Enclosure splices and Splice Cases - the splice case must be grounded to the provided ground lug in the existing NEMA box with a minimum #6 AWG wire.

F. MDF/IDF Splices and Splice Cases - the splice case must be grounded to the provided ground bar in the Voice/Data Equipment Room with a minimum #6 AWG wire.

G. MDF/IDF Electrical Protection Splices - the Contractor must bond the cable's metallic sheath/shield to the metallic splice case with the bonding bar assembly provided with the splice case.

H. Labeling: The splice case and all cables must be labeled using a stamped metal plate or indelible plastic plate, that the owner has approved, which details exact pair counts and destinations. Each 25-pair binder group, of each cable entering the splice case, must be labeled with a Panduit PAN-TY PLF1M-0 Flag with appropriate cable pair counts.

I. Conduit Sealing: The Contractor will supply and install all necessary components to effectively seal all conduits. The Contractor will use Semco part #PR-851 conduit sealing kit. The PR-851 compound is a two-part polyurethane foam, which, when mixed for fifteen seconds, expands approximately fifteen times in volume. It forms a dense, tough foam with a density of three to four pounds per cubic foot. The expanding nature of the compound allows it to fill cracks and voids in conduit walls, and imperfections in the cable sheath. This effectively seals the conduit against the passages of gases and water. For additional information, refer to GTE Practice 628-020-203.

J. Shielded cabling channels shall include appropriate method of bonding shield to approved ground for proper EMI/RFI mitigation.

K. Shield Continuity Testing shall be Enabled when shielded cabling channels are installed.

L. All shielded and armored cables shall be bonded to a telecom grounding system via shielded patch panels at the rack locations. Shielded Category-rated connectors must be properly installed to maintain electrical ground conductivity along entire length of cable and at both ends of the cable. UTP connectors shall not be used on shielded cables at either end.

M. Shielded Patch cords shall be provided for use and employed at each workstation location utilizing shielded cable. Shielded patch cords can be identified by their gray color and metallic RJ45 plug.

N. Telecom Contractor shall bond and ground all telecom room metals. Telecom Contractor shall provide and install TIA-rated Telecommunications Grounding Busbar (TGB) at all Telcom Room locations, and an in-cabinet grounding busbar at each remote wall-mounted cabinet or telecom enclosure. All ground lugs shall be 2-hole make-up and be compression style. Screw lug type will not be accepted.

O. Electrician will provide connection between TGB and building ground; Telecom contractor (if separate, otherwise electrician) will provide a busbar and ground all equipment and telecom metals to the busbar.

P. Telecom installer will ground and bond all armored and/or shielded cables, racks, cabinets, cable tray, ladder racking, and shielded panels to telecom grounding busbar.

3.10 WIRELESS ACCESS DEVICE INSTALLATIONS

A. Above-ceiling and wall-mounted wireless access points and devices.
   1. All WAP locations shall receive (2) Category 6A cables from the nearest TE or TR (IDF). Multimedia, security and other video devices shall receive CAT6A cables as shown on drawings, documents and details.
   2. Clock/Speakers and other low-bandwidth mounted devices shall receive (1) CAT6A cable.
   3. WAP, IP Camera and other communications cables shall terminate on patch panels in the TE/TR (IDF).
   4. WAP cables shall terminate on Category 6A information outlets and shall be supported by an in-ceiling termination bracket. Affixing of a 2-port SMB to the bracket is recommended.
   5. SMB, jacks, and patch cords used in plenum spaces shall be plenum-rated.
   6. SMB shall be mounted in the ceiling on a specially-designed clip attached to a cable support ceiling wire or threaded rod support per cable management section in Part 2. SMB shall not be tie wrapped to supports, or left on ceiling tiles or other equipment located above the ceiling.
   7. Wall-mounted devices not requiring faceplates will be mounted directly to the backbox. Jacks will be secured inside backbox on a specially-designed in-wall bracket clip per cable management section in Part 2.
   8. Contractor shall mount Access Point (AP) electronics to the drop-ceiling suspended T-grid system. (AP and mounting hardware provided by Owner). Contractor to provide and install (2) white Cat 6A patch cords from the overhead WAP outlets to the AP. Contractor shall neatly cut holes into the ceiling tile and finish the holes with grommets or other industry-standard finishing piece for a professional look.

3.11 PATHWAYS AND TOPOLOGY

A. Utilize “thin film” lubricants only! It has been shown that cable-pilling lubricants will affect your testing as the cable needs several weeks to dry before attenuation levels recover. Use of incorrect cable lubricants will erode cable jacket and void cable warranty.

B. All cable and wire shall be concealed in conduits, floor ducts, paneling, ceiling or similar areas except at mutually agreed upon areas.

C. Fill capacity in conduit, modular furniture and other horizontal pathways should not exceed 40%. A maximum of 60 % pathway fill is allowed to accommodate unplanned additions after initial installation. The Cat 6A cable is a larger O.D. 0.250. The increased diameter of Cat 6A cable will require appropriate design considerations when sizing conduit and other pathways. In most installations, conduit sizes will have to be increased in order to accommodate all of the cables being installed. This will impact the design and material selection of the project. To

calculate the fill ratio, divide the sum of the cross-sectional area of all cables, by the most restricted cross-sectional area of the pathway.

D. Fill ratios for Augmented CAT6 cable (CAT6A) requires 1" EMT for 4 cables and sized larger for additional cables as required to maintain a 60% fill ratio.

E. Flat-rung and/or solid bottom cable tray shall be utilized for large, high-density installations. J-hooks and other specific cable support hardware shall be used at all locations outside of cable tray.

F. Pathway design should not exceed (2) 90-degree bends between pull points or pull boxes (PB). If more than (2) 90-degree bends are required, install a pull box between bends.

G. Provide NEC-sized pull boxes for any run greater than 100 feet, or with more than two ninety-degree bends.

H. J-hooks should be randomly spaced 60" or less. Do not exceed J-hook capacity for size and weight limitations.

I. Land wireless access cabling above ceiling, secured onto in-ceiling bracket. Utilize varying-length patch cords when installing wireless access point devices for flexibility in length.

J. Crimp-on plugs at wireless access points are not allowed. Terminate all WAP cabling onto jacks and ceiling-mount brackets and test all cables as appropriate.

K. Mixing of various Category cables in the same pathway is allowed as long as the applications are appropriate for each category of cable used.

L. Prior to placing any cable pathways or cable, the contractor shall survey the site to determine job conditions will not impose any obstructions that would interfere with the safe and satisfactory placement of the cables. The arrangements to remove any obstructions with the Project Manager need to be determined at that time.

M. Maintain a distance of at least 12 inches from all power conduits and cables, and 6 inches from all fluorescent lighting fixtures. Do not install power feeders 100 amps or greater above or within 5 feet of telecommunications backboard. Do not install telecommunications conduits above power panels or switchboards.

N. Cable shall be installed above fire-sprinkler systems and shall not be attached to the system or any ancillary equipment or hardware. The cable system and support hardware shall be installed so that it does not obscure any valves, fire alarm conduit, boxes, or other control devices.

O. The backbone subsystem shall include cable installed in a vertical manner between floor telecommunications room/closets (TCs or IDFs) and the main or intermediate cross-connect in a multi-story building and cable installed horizontally between telecommunications room/closets and the main or intermediate cross-connect in a long single story building.

P. Unless otherwise recommended by the Owner, all fiber cables will be encased in interlocking armor. All fibers will be terminated in the Telecom Rooms or Cabinets in rack-mounted enclosures equipped with sufficient ports to allow for growth, slack storage space and splice trays if required to terminate and secure all fibers.

Q. Adequate riser sleeve/slot space shall be available with the ability to ingress the area at a later date in all Telecommunications rooms/closets, such that no drilling of additional sleeves/slots is necessary. Sleeves may need to be provided and installed under the scope of this Project.

R. The backbone cables shall be installed in a star topology, emanating from the main cross-connect to each telecommunications room/closet. An intermediate cross-connect may be present between the main cross-connect and the horizontal cross-connect.

S. For voice or data applications, 4 pair UTP or fiber optic cables shall be run using a star topology from the telecommunications room/closet serving that floor to every individual information outlet.

T. Backbone and Horizontal pathways shall be installed or selected such that the minimum bend radius is maintained both during and after installation.

U. All horizontal pathways shall be designed, installed and grounded to meet applicable local and national building and electrical codes.

V. Install ¾" x 4' x 8' fire-rated plywood across all walls in telecom rooms, from 6" AFF to 8'-6" AFF. Coat with 2 coats of white paint. Do not paint over fire rating stamp.

W. Contractor shall firestop all used pathways which enter or leave the telecom rooms via conduit, cable tray or slot. Contractor is responsible for installing sleeves at each wall or partition penetration, and firestopping all fire-rated penetrations. Intumescent caulk shall be applied around the outside of each sleeve, and intumescent putty inside the sleeve or conduits around the cables. Appropriate fill ratios must be followed when penetrating fire-rated walls.

X. Do not run fiber cables in conduits which are less than 2" in diameter.

Y. Abandoned cable shall be removed from pathways (i.e., from tunnels, manholes, plenum spaces, and conduit) under scope of this project. Previously unknown or unidentified cable which is apparently abandoned prior to work shall be brought to the attention of the Owner for authorization prior to removal.

3.12 SYSTEM TESTING

A. The Contractor shall be responsible for separately testing and documenting the cables and termination throughout the entire cabling system. Ensure that the cable and equipment being installed in the system is without flaw and that no potential damage to the cable or equipment occurred in shipment, handling, or installation. The owner representative shall observe the testing of the installed cabling and terminations at any time during the testing process.

B. Test cables and termination hardware for defects in installation and to verify cabling system performance under installed conditions according to the requirements of ANSI/TIA/EIA-568-C. Verify pairs of each installed cable prior to system acceptance. Repair or replace any defect in the cabling system installation including but not limited to cable, connectors, feed through couplers, patch panels, and connector blocks in order to ensure 100 percent useable conductors in cables installed.

C. Testing of all installed unshielded twisted pair telecommunications cabling shall be performed by the Contractor. Interim testing of the cabling system during and after installation is encouraged to ensure that the testing and acceptance criteria are met.

D. Acceptance of the Telecommunications Cabling System shall be based on the quality of Contractor performance by analysis/inspection of the testing program documentation and the conformance of the system operation with the criteria described herein. Contractor shall make available all drawings and documentation prior to acceptance testing.

E. Contractor shall provide all necessary testing equipment for performing the required acceptance test. Contractor shall verify the authenticity and display appropriate calibration data to include the expiration date of the correct calibration.

F. Testing methods are provided herein as reference for the Contractor. Test equipment, methods, and criteria shall comply with the guidelines set forth in TIA TSB - 67 - Transmission Performance Specifications for Field Testing of Unshielded Twisted Pair Cabling Systems where applicable.

G. Copper Cable Testing:
   1. TEST TWISTED-PAIR copper cable links for continuity, pair reversals, shorts, opens and performance as indicated below. Additional testing is required to verify Category performance. Test cabling using a Level IV test unit for Category 6 performance compliance as specified in ANSI/TIA/EIA-568-C.
   2. CONTINUITY - Test each pair of each installed cable using a test unit that shows opens, shorts, polarity and pair-reversals, crossed pairs and split pairs. Test shielded/screened cables with a device that verifies shield continuity in addition to the above stated tests. Record the test as pass/fail as indicated by the test unit in accordance with the manufacturers' recommended procedures, and referenced to the appropriate cable identification number and circuit or pair number. Correct or repair any faults in the wiring and re-test the cable prior to final acceptance.

3. LENGTH - Test each installed cable link for installed length using a TDR type device. Test the cables from patch panel to patch panel, block to block, patch panel to outlet or block to outlet as appropriate. The cable length will conform to the maximum distances set forth in the ANSI/TIA/EIA-568-C standard. Record cable lengths, referencing the cable identification number and circuit or pair number. For multi-pair cables, record the shortest pair length as the length for the cable.
4. Test all equipment and each outlet, horizontal cable, termination block, patch cords, etc. to verify compliance with requirements. Testing shall consist of attenuation and NEXT across all splices and devices installed in the field and shall meet latest requirements of EIA/TIA. Re-terminate any cable or connection found to be defective.

H. Provide test results in electronic format, with the following minimum information per cable Tester is to be a Level IV device or better, and configured with the specific cable installed, and the Permanent Link test will be performed according to the Category's standard methodology.
1. All parameters must exhibit a PASS test result prior to project completion. PASS*, FAIL* or FAIL test results will not be accepted. Test Results for PASS test shall include the following:
a. Project Name
b. Date and Time of test (daily recording)
c. Circuit I.D. number with corresponding jack identifier
d. Applicable room number of jack location (per contract documents)
e. Applicable telecommunications room number
f. Test result, "Pass" or "Fail"
g. Wire Map – shall include the following:
1) Continuity to the remote end
2) Shorts between any two or more conductors
3) Crossed pairs
4) Reversed pairs
5) Split pairs
6) Any other mis-wiring
h. Length
i. Insertion Loss
j. Near-end Crosstalk (NEXT) Loss
k. PS-NEXT (Power Sum Near End Cross Talk)
l. FEXT (Far End Crosstalk)
m. ELFEXT (Equal Level Far End Cross Talk)
n. PS-ELFEXT (Power Sum Equal Level Far End Cross Talk)
o. Propagation Delay
p. Delay Skew
q. Return loss
r. PSFEXT (Power Sum Far End Crosstalk)

I. Category 6A
1. Only a permanent link test for Category 6A will be required.
2. All systems must pass Category 6A specifications and be accepted by the owner before the work will be considered complete.
3. Inter- and Intra-building tie cables: all tie cables will be tested for pass-fail connectivity ground continuity.
a. Testing of Category 6A cable shall meet TIA 568A Requirements.
b. The vendor must utilize a check-off list for reference by the owner during tests.
c. The result of the measurements outlined shall be recorded and submitted to the owner as final proof of system performance. Electronic results will be supplied in Fluke or equivalent format. If the owner requires specific software to view the results, the contractor will supply a copy of software to the owner.
4. Test Results for CAT6A shall include all of the above (3.12, H), plus the following:
a. AACRF (Alien Attenuation to Crosstalk Ratio, Far End)
b. AFEXT (Alien Far End Crosstalk)

c. ANEXT (Alien Near End Crosstalk)
d. PSANEXT (Power Sum Alien Near End Crosstalk)
e. PSAACRF (Power Sum Alien Attenuation to Crosstalk Ratio, Far End)

5. Approved Tester Products:
   a. Softing WireXpert series tester
   b. Fluke DTX or later platform Cable Certification testers
   c. Linkware Record Management Software

J. Fiber Test Documentation:
1. Provide electronic CD disk and hard copy test reports from ANSI/TIA/EIA-526-14A Method B Standards. Calculate a “Loss Budget” for each cable length based on cable length and connectors. Provide as a minimum, OTDR test results in the form of a printed waveform and text table for both 850 nm and 1300 nm for multimode fiber and 1350 nm and 1510 nm for singlemode fiber. Test fibers and connector systems for end-to-end attenuation. Provide a power meter test on fiber optic strands at both wavelengths A to B, B to A and OSPL (OSPL is as defined as La + Lb). Include the results of unsatisfactory tests, with an explanation of how the problem was corrected. Clearly label connector and fiber loss on test waveforms.
2. Each pre-terminated fiber strand shall be tested for continuity and attenuation with an Optical Power Meter and light source for actual length and splice/connector loss. Each field-terminated fiber strand (if any) shall be tested for attenuation with an Optical Power Meter and light source and with an Optical Time Domain Reflectometer (OTDR) for actual length and splice/connector loss.
3. Cable length shall be verified using sheath markings. The guidelines and procedures established for Tier 1 testing in TIA/TSB-140 shall apply.
4. All fiber optic cables shall be tested from the site’s MDF to each fiber terminals located in the IDF.
5. The Contractor shall conduct a bi-directional power meter (loss) test of each fiber optic station and riser cable at both wavelengths, 850/1300nm for MM and 1310/1550nm for SM.
6. No individual station or riser fiber link segment (including connectors) shall measure more than 2.0 dB loss for LC, and 1.5dB loss for MTP. LC links shall be tested with LC jumpers to the tester. MTP links shall be tested either with an MTP tester and array cord, or with an MTP-LC breakout harness and LC duplex fiber tester.
7. Tests shall be conducted using ANSI/TIA-526-14A, Method B. Test results evaluation for the panel to panel (backbone) shall be based on the values set forth in ANSI/TIA-568.
8. The Contractor shall provide an electronic printout for each strand tested with the Power Meter and the OTDR.
9. Where concatenated links are installed to complete a circuit between devices, the Contractor shall test each link from end to end to ensure the performance of the system. After the link performance test has been successfully completed, each link shall be concatenated and tested. The test method shall be the same used for the test described above. The evaluation criteria shall be established between the Owner and the Contractor prior to the start of the test.
10. The contractor shall perform all tests and adjustments, and shall furnish all test equipment necessary and perform all work required to determine or modify performance of the system in accordance with these specifications. The contractor will submit to the owner a complete test plan for Station Wiring/Information outlet (Voice, Data and Network), and Riser Cable to be used for this contract. At a minimum, the plan should show test configurations, calibration procedures, impedances, and measurement equipment. This plan must be approved by the owner prior to the start of testing. The test plan is a one-time requirement and will remain in effect for the duration of this contract unless specifications change requiring a re-submittal. The scope of this work includes, but is not limited to, the following:
    a. Test all fiber with an OTDR, Microtest Certifiber or equal, prior to installation while fiber

is still on the shipping reel, using an optical time domain reflectometer (OTDR) or a 850/1300/1510 nm power meter and stabilized light source. Compare test results to the manufacturer's tests. A discrepancy of more than 1 dB on any fiber in either window indicates possible shipping damage and the fiber must be returned to the supplier. Contractor shall keep test results on file for future reference.

b. Test all fiber after installation according to procedures and criteria described in TIA 455A and all applicable addenda after installation and termination using an OTDR in one direction and an 850/1300/1510nm power meter and stabilized light source in both directions and in both optical windows.
c. All optical test equipment must have current, traceable calibration certification.

3.13 DELIVERABLES

A. Operating and maintenance manuals shall be submitted prior to testing of the system. A total of (4) manuals shall be delivered to the Owner. Manuals shall include all service, installation, and programming information.

B. Four (4) copies of the general Copper, Category 6A, and Fiber ODTR results shall be submitted in a tabular, typewritten format at the completion of system testing. The test results must also be provided in an electronic file for future reference.

C. Cable test results shall be submitted in hard copy and magnetic format along with viewing software from the tester manufacturer. Hard copy to be bound within loose leaf binder and organized by serving MDF or IDF, room number of outlet location, and station identifier.

D. Contractor to provide all warranty information to APPROVED MANUFACTUER for processing. MANUFACTURE will send warranty document direct to Owner.

3.14 RECORD DRAWINGS

A. All drawings shall be submitted in hard copy with all field changes and contractor labeling indicated in red line updates. Upon completion of the project, Contractor shall deliver to Owner documentation of the project to include.

B. As-built telecommunications floor plans of the facility with cable, outlet placement and full labels clearly depicted.

C. As-built elevations of all termination fields describing cable and outlet location labeling scheme, and any changes to the wall elevations and conduit placements in the IT rooms will be recorded on as-built drawings

D. As-built logical riser diagram describing connectivity and cable sizes, for copper, fiber and grounding cabling systems. Diagram shall include as-built labeling of all OSP and rise cables.

E. Provide a full set of "as-built" (redline) drawings in AutoCAD DWG and PDF format. Drawings to depict final location and drop/cable identification numbers and labels which match the test reports. Include (1) hard copy paper format of all as-builts in a laminated 30"x42" size or equivalent, posted in each telecom room involved in the project.

END OF SECTION

GENERAL

1.1 SUMMARY:

A. Provide and install sand-set brick pavers for pedestrian traffic as described on the Drawings and specified herein. Scope includes delivery of brick pavers to, and pick-up from, Owner's vendor for engraving.

1.2 GENERAL REQUIREMENTS:

A. This Section shall be performed in accordance with the General Conditions, Supplementary Conditions and all Sections in Division 1 of these Specifications. These documents must be read with the other Contract Documents and Sections as a whole to complete the intent of the contract.

1.3 SUBMITTALS:

A. Make submittals to the Architect in accordance with the provisions of Section 01 33 23 of these specifications.

1. Submit for architect's approval a test report and certificate of conformance for each type and color of brick specified on the Contract Documents.
2. Test reports shall include:
    a. Compressive strength
    b. Modulus of Rupture
    c. 24 hour cold water absorption
    d. 5 hour boil
    e. Saturation coefficient
    f. Initial rate of absorption
    g. Efflorescence
    h. Weather classification
    i. Paver type
3. Certificate of conformance shall state that brick meet or exceed applicable ASTM specifications indicated therein.

B. Samples and Sample Panel

1. Submit no fewer than five (5) full brick samples as specified. Architect will use samples to confirm color/texture selection, and samples will be tested for engraving by Owner's vendor.
2. A 4'x 4' sample panel shall be set up at the job site showing the proposed color range, texture, bond, and workmanship.
3. Brick for final installation shall not be shipped from the manufacturer to the site until architect's acceptance of the sample panel.

1.4 DELIVERY

A. Contractor shall be responsible for delivering 66% of the bricks to be installed to the Owner's vendor for engraving prior to installation.

1. Owner's vendor: Cache Creek Monuments, 339 County Road 98, Woodland, CA 95695. (530) 662-4450.

B. Bricks shall be delivered to the Owner's vendor no later than three weeks prior to scheduled installation of brick pavers at the jobsite.

C. Contractor shall be responsible for picking up engraved bricks from the Owner's vendor and returning them to the jobsite for installation.

PRODUCTS

2.1 MANUFACTURER

A. All brick pavers shown on the Contract Documents shall be Wire-cut True Paver, Dusty Rose, as manufactured by H.C. Muddox, 4875 Bradshaw Road, Sacramento, CA 95827-9727, or equal.

1. Maximum permissible variation on length: 1/8"
2. Maximum permissible variation on width and height: 1/16"

B. Light Traffic brick shall conform to ASTM C902 Class SX, Type 1.

1. Minimum compressive strength: 8000 psi
2. Maximum cold water absorption: 8%
3. Maximum saturation coefficient: 0.78
4. Maximum abrasion index: 0.11

2.2 BEDDING AND JOINTING SAND

A. Bedding sand should be washed free from deleterious or foreign materials, well graded, angular, concrete sand conforming to ASTM C33 with a 3/16 inch maximum aggregate size.

B. Joint Sand Stabilizer: use SUREBOND Joint Stabilizer, or equal.

2.3 GRAVEL

A. Gravel base materials for pedestrian and light vehicular traffic should be well graded conforming to ASTM D2940

2.4 GEOTEXTILE FILTER

A. Mirafi 700X geotextile fabric below sand bed to control fine sands from migrating into subgrade.

2.5 EDGE RESTRAINT

A. Cast-in-place concrete mow band per plans.

EXECUTION

3.1 INSTALLATION – FLEXIBLE PAVEMENTS

A. Install all utilities, pipes, and subsurface drainage prior to installing the base or subbase. Unsuitable, unstable materials should be removed and replaced with suitable materials.

B. Spread and compact base materials in uniform layers not exceeding 4 inches. Compact to 95% maximum density.

C. Place geotextile fabric in accordance with manufacturer's instructions.

D. Place and screed the bedding sand to the specified contours. Bedding sand should not be used to fill large voids in the base course.

E. Install brick pavers in the pattern indicated on the Drawings.

F. Compact the surface of the brick using a mechanical plate vibrator. After the initial compaction, sweep fine jointing sand over the surface of the brick and recompact.

G. Remove surplus jointing sand.

3.2 CLEANING

A. Clean brick pavement using mild detergents and the 'bucket and brush' method recommended by BIA Technical Note #20R.

END OF SECTION 32 14 16

SECTION 32 15 40

DECOMPOSED GRANITE PAVING

PART 1 – GENERAL

1.01 SCOPE OF WORK

A. Section includes: Decomposed granite paving.

1.02 SUBMITTALS

A. Submit the following in accordance with SECTION 01 33 00 – SUBMITTAL PROCEDURES

1. Product data for decomposed granite and herbicide.

2. Samples: Half (1/2) a pound for each size and color range of decomposed granite.

3. Mock-up: Three foot by three-foot sample, full depth to match finish condition.

1.03 QUALITY ASSURANCE

A. Qualifications: Submit certified documentation of successful experience of no less than three (3) years in the installation of similar crushed stone paving.

B. Performance standards: Compaction in accordance with ASTM D 1557.

PART 2 – PRODUCTS

2.01 DECOMPOSED GRANITE:

A. ¼" minus aggregate surface:

	Screen size	Passing
	3/8"	100
(a)	No. 4	95-100
(b)	No. 8	75-80
(c)	No. 16	55-65
(d)	No. 30	40-50
(e)	No. 50	25-35
(f)	No. 100	20-25
(g)	No. 200	5-15

B. Color: "Granite Gold" as distributed by:

1. C L Smith Trucking
37763 State Highway 16
Woodland, CA 95695-2845
(530) 662-2633

or approved equal.

2.02 STABILIZER:

A. Non-toxic organic binder that is a colorless, odorless concentrated powder that naturally binds Crushed Aggregate Screenings (CAS) to produce a firm surface,

B. Manufactured by:

1. Stabilizer Solutions
33 S 28th Street
Phoenix, AZ 85034
602.225.5900
info@stabilizersolutions.com

or approved equal

2.03 WATER:

A. Clean, fresh, potable water.

PART 3 - EXECUTION

3.01 GENERAL

A. After completion of soil sterilization, compact sub-grade to minimum 90% compaction or as otherwise noted in soils report.

3.02 STABILIZED DECOMPOSED GRANITE PAVING:

A. Sub-grades shall be rough graded to within 0.1 ft. of finish grade less depth of decomposed granite paving.

B. Lines and levels:

1. Install in maximum 2” lifts.

2. Provide a finished surface uniform in texture and appearance. Do not permit finished work to vary more than 1/8” in 10 ft. from true profile and cross section.

C. Mixing:

1. Paving shall consist of a mixture of decomposed granite, stabilizer and water, using batch-type equipment with revolving blades or drum. Mix at a rate of 8 lbs. of stabilizer per ton of crushed aggregate screenings.

2. Adjust quantity of water added to the mixture to permit maximum compaction o0f the materials when placed on the sub-grade. Moisture shall permeate full depth. After water application test with a minimum of one core sample per 1,000 sq. ft.; repair sample area to match adjacent section.

3. The stabilizer shall be mixed for a minimum of 15 minutes at the rate noted, using a truck mounted mixer or portable mixer. Mixing stabilizer by rototilling is not acceptable.

D. Compacting: Thoroughly compact each lift to a minimum 90 percent with a 5 ton roller. Compact each area with at least 4 passes of the compacting equipment. After compacting, screed smooth. Do not use a wacker or vibratory roller to compact the D.G.

E. Grading: When surface areas have been rolled and it becomes necessary to add a thin layer of material to bring the surface to grade, the previously rolled or compacted area shall be raked to provide a bond with the added material.

F. Finish paving surface: Provide a uniform texture and color and without a cement mortar film on the exposed surface. Finish surface shall not vary more than 0.02 foot from the lower edges when measured with a 19-foot straight edge.

G. Curing: After installation, keep moist for a period of seven days. Apply water in a fine mist or spray and in such a manner that it will not damage the finished surface.

H. Damaged or defective installation: Repair and replace in accordance with these Specifications at no additional cost to the Owner.

I. If compression tests of samples fail to meet specified compressive strength, immediately remove and replace decomposed granite paving with material conforming to this Specification at not cost to Owner.

J. For each lift, have the testing laboratory verify the degree of compaction at no cost to Owner. Recompact field areas until specified compaction is achieved.

END OF SECTION 32 15 40

PART 1 - GENERAL

1.01 CONDITIONS

A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this Section.

1.02 SCOPE OF WORK

A. Furnish all labor, materials, and equipment necessary to complete the irrigation system work as indicated on the Contract Documents and specified herein.

B. Test the entire irrigation system to assure proper operation.

1.03 QUALITY ASSURANCE & REQUIREMENTS

A. The Contractor shall obtain and pay for any and all permits, fees and all observations as required.

B. The manufacturers' directions and the Contract Documents shall be followed. In any and all cases where the manufacturer of an article used in this Contract furnishes directions covering points not shown in the Contract Documents or Specifications, the manufacturer's directions shall be followed.

C. Ordinances and Regulations

1. All local, municipal and state laws, and rules and regulations governing or relating to any portion of this work are hereby incorporated into and made a part of these Specifications and their provisions shall be carried out by the Contractor. Anything contained in these Specifications shall not be construed to conflict with any of the above rules and regulations or requirements of the same. However, when these Specifications and Contract Documents call for or describe materials, workmanship, or construction of a better quality, higher standard, or larger size than is required by the above rules and regulations, the provisions of the Specifications and Contract Documents shall take precedence.

2. The materials and work of this section shall conform to all applicable provisions of the latest editions of the California Plumbing Code, the National Electrical Code, and all codes properly governing the materials and work at the project site.

3. All electrical materials and work shall conform to California Code of Regulations, Title 24.

4. Work referenced in this section shall comply with the Owner or Local Agency Standards for water meters and backflow preventers.

5. A Certificate of Completion is required per the California Model Water Efficient Landscape Ordinance (MWELO), §492.9, upon the completion of the installation of all landscape improvements.
   a. An inspection (inspections) by the signer of the landscape design plan, signer of the irrigation plans, or the licensed landscape contractor to verify the installation has been completed per the plans (MWELO §492.9.a.1.E.2). Items noted for correction shall be completed by the Contractor, at no additional cost.
   b. An irrigation inspection, audit, and audit report is required upon the completion of the installation of all landscape improvements, and must be submitted with the Certificate of Completion (MWELO §492.12). Fee for the first audit is a part of this Contract. If

additional audits are required due to improper installation, the Contactor will be responsible for any additional audit fees.

c. All landscape irrigation audits shall be conducted by a local agency landscape irrigation auditor or third-party certified landscape irrigation auditor. Landscape audits shall not be conducted by the person who designed the landscape or installed the landscape. (MWELO §492.12.a.)

D. Explanation of Contract Documents

1. All offsets, fittings, sleeves, etc., which may be required are not indicated. Carefully investigate the structural and finish conditions affecting all of the work and plan the work accordingly furnishing such fittings; etc., as may be required to meet such conditions. Contract Documents are generally diagrammatic and indicative of the work to be installed. Due to the scale of the Contract Documents, it is not possible to indicate all offsets, fittings, sleeves, etc., which may be required to complete the irrigation system.

2. Before proceeding with any work, the Contractor shall check and verify all dimensions and quantities and shall immediately inform the Owner's Representative of any discrepancy between the drawing and/or the Specifications and actual conditions. No work shall be done in any area where there is such a discrepancy until written approval for the same has been given by the Owner's Representative. The Contractor shall assume full responsibility for work installed without approval.

3. The materials and work shall be installed in such a manner as to avoid conflicts between irrigation system and planting, existing or proposed utilities, and all other construction features.

4. Contractor shall verify prior to and during construction, that his contract documents reflect the latest revisions, change orders, and plan checks. Contractor shall be able to produce such documents at the request of the Owner's Representative at any time during construction.

5. Pipe sizes indicated on the Contract Documents are minimum allowable.

1.04 EXISTING CONDITIONS

A. Contractor shall verify locations of all existing utilities, whether shown on plans or not. The Contractor shall notify members of C.G.A two (2) working days in advance of performing any excavation work by calling the toll-free number 811.

B. Information on the Contract Documents relative to existing conditions is approximate only. Deviations found necessary during construction to conform to actual conditions, as approved by the Owner's Representative, shall be made without additional cost.

C. Exercise extreme care in excavating and working near existing utilities. Contractor shall be responsible for damages to existing utilities, which are caused by his operation or neglect and shall pay all costs to repair or replace utilities damaged by his work.

D. Where it is necessary to excavate adjacent to an existing tree, the Contractor shall use all possible care to avoid injury to trees and tree roots. Excavation in areas where two (2) inch and larger roots occur shall be done by hand. All roots two (2) inches in diameter, except directly in the path of a pipe conduit, shall be tunneled under and shall be heavily wrapped with burlap to prevent scarring or excessive drying. Where a ditching machine is run close to trees having roots smaller than two (2) inches in diameter, the wall of the trench adjacent to the tree shall be hand-trimmed, making clean cuts through. Trenches adjacent to trees should be closed within 24 hours, and where this is not possible, the side of the trench

adjacent to the tree shall be kept shaded with burlap or canvas. In case of damage to existing trees, the Contractor shall forfeit an amount in proportion to extent of damage determined by the Owner, which amount shall not exceed $10,000 per tree total loss.

1.05 SUBMITTALS

A. Material List

1. Contractor shall furnish the articles, equipment, materials, or processes specified by name in the Contract Documents and Specifications, prior to ordering or performing any work.

2. Refer to specifications section 01 33 00 Submittal Procedures for the format and quantity of the submittal, and the submittal procedure.

3. Equipment or materials installed or furnished without prior approval of the Owner's Representative shall be rejected and the Contractor required to remove such materials from the site at his own expense.

4. Approval of any item, alternate or substitute indicates only that the product or products apparently meet the requirements of the Contract Documents and Specifications on the basis of the information or samples submitted. The Contractor shall assume full responsibility (in written form) for the performance of any substitutions. The Owner's Representative's decision for approval or rejection of any substitution is final.

A. As-Built/Record Contract Documents

1. The Contractor shall be responsible for preparing As-Built Contract Documents.

2. The Contractor shall dimension from two (2) permanent points of reference, building corners, sidewalk, or road intersections, etc., the location of the following irrigation items:
   a. Controller(s) location(s).
   b. Controller(s) connection(s) to existing electrical power.
   c. Connection(s) to existing water lines /(Point of Connection, POC).
   d. Routing of irrigation pressure lines and irrigation control wiring (dimensions each 100' or less along routing).
   e. Water line sleeves and wire conduit.
   f. Water meter and backflow preventer.
   g. Master valve(s) and flow sensor(s).
   h. Gate valves.
   i. Quick-coupling valves.
   j. Irrigation control valves.
   k. Other related equipment as directed by the Owner's Representative.

3. On or before the date of the final observation, the Contractor shall deliver the corrected and completed As-Built Contract Documents to the Owner's Representative. Delivery of the As-Built Contract Documents shall not relieve the Contractor of the responsibility of furnishing required information that may be omitted from the As-Built Contract Documents.

B. Controller Charts

1. As-Built Contract Documents shall be approved by the Owner's Representative before controller charts are prepared.

2. Provide one (1) controller chart for each controller supplied.

3. The chart shall show by using a different color, the area controlled by each remote control valve. Chart shall be the maximum size, which the controller door will allow.

4. The chart shall be a reduced drawing of the actual record drawing system. In the event the controller sequence is not legible when the drawing is reduced, it shall be enlarged to a size that is readable.

5. When completed and approved, the chart shall be hermetically sealed between two (2) pieces of plastic, each piece being a minimum ten (10) mils thick.

6. These charts shall be completed and approved prior to final observation of the irrigation system.

C. Operation and Maintenance Manuals

1. Prepare and deliver two (2) operation manuals as specified and as follows:
   a. Catalog and parts sheets on every material and equipment installed under this contract.
   b. Guarantee statement.
   c. Complete operating and maintenance instructions on all major equipment.

2. In addition to the above-mentioned maintenance manuals, provide evidence in writing to the Owner's Representative at the conclusion of the project that the above services have been rendered.

D. Equipment to be Furnished

1. Supply as a part of this Contract the following tools:
   a. Two (2) sets of special tools required for removing, disassembling and adjusting each type of sprinkler and valve supplied on this project.
   b. Two (2) five (5) foot valve keys for operation of gate valves.
   c. Two (2) keys for each automatic controller.
   d. Two (2) quick coupler keys and matching hose swivels for each type of quick coupling valve installed.
   e. Two (2) Sprinklers (with complete set of nozzles) of each type specified.
   f. Two (2) valve box keys.

2. The above-mentioned equipment shall be turned over to the Owner at the conclusion of the project. Before final observation can occur, written evidence that the owner has received material must be provided to the Owner's Representative.

1.06 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Handling of PVC Pipe and Fittings: The Contractor is cautioned to exercise care in handling, loading, unloading, and storing of PVC pipe and fittings. All PVC pipe shall be transported in a vehicle which allows the length of pipe to lie flat so as not to subject it to undue bending or concentrated external load at any point. Any section of pipe that has been dented or damaged will be discarded and if installed replaced with new.

1.07 GUARANTEE

A. The guarantee for the irrigation system shall be made in accordance with the form shown in this document. A copy of the guarantee form shall be included in the operations and maintenance manual. The guarantee form shall be re-typed onto the Contractor's letterhead and contain the following information:

GUARANTEE FOR IRRIGATION SYSTEM

We hereby guarantee that the irrigation system we have furnished and installed is free from defects in materials and workmanship, and the work has been completed in accordance with the Contract Documents and Specifications, ordinary wear and tear and unusual abuse or neglect excepted. We agree to repair or replace any defects in material or workmanship which may develop during the period of one (1) year from date of final acceptance and also to repair or replace with originally specified materials. Any damage resulting from the repairing or replacing of such defects will be repaired at no additional cost to the Owner. We shall make such repairs or replacements within a 48 hour period, after receipt of written notice. In the event of our failure to make such repairs or replacements within said period of time after receipt of written notice from the Owner, we authorize the Owner to proceed to have said repairs or replacements made at our expense and we will pay the costs and charges therefore upon demand.

PROJECT: _____

LOCATION: _____

_____

FIRM NAME: _____

SIGNED BY: _____

PRINT NAME: _____

POSITION WITH FIRM: _____

ADDRESS: _____

_____

_____

PHONE: _____

DATE OF ACCEPTANCE: _____

PART 2 - PRODUCTS

2.01 MATERIALS

A. General: Use only new materials of brands and types noted on the Contract Documents specified herein or approved equals.

B. Backfill Material

1. Existing site material, if approved by the Owner's Representative, shall be used for backfill material. Backfill material shall be free from organic materials, large clods of earth or rocks larger than one (1) inch diameter, trash, debris, rubbish, broken cement, asphalt material, and other objectionable substances.

2. Imported backfill material, if required, shall be clean soil consisting of earth, sand, sandy clay, loam, or other approved materials, with no large clods of earth or rocks larger than one (1) inch diameter.

3. Sand bedding shall be a fine, granular sand material backfill containing no foreign matter larger than one-half (1/2) inch in size.

C. Drainage Fill Material

1. Drainage fill material shall be maximum three-quarter (3/4) inch washed and screened aggregate, consisting of hard and durable fragments of screened or broken stone or gravel.

D. Irrigation Pipe Sleeving

1. PVC Schedule 40 pipe 2 times the diameter of pipe being sleeved.

E. PVC Pressure Main Line Pipe and Fittings.

1. Pressure main line piping for sizes one-and one-half (1-1/2) inch and smaller shall be PVC Schedule 40 with solvent-welded joints.
   a. Pipe shall be made from NSF approved Type I, Grade I, PVC compound conforming to ASTM resin specification D1785. All pipe shall meet requirements set forth in Federal Specification PS-21-70. (Solvent-weld Pipe).

2. Pressure main line piping for sizes two (2) inches through four (4) inches shall be PVC Class 315 with solvent weld joints.
   a. Pipe shall be made from an NSF (National Sanitation Foundation) approved Type I, Grade I, PVC compound conforming to ASTM resin specification D1784. All pipe shall meet requirements as set forth in Federal Specification PS-22-70, with an appropriate standard dimension ratio (S.D.R./ (Solvent-weld Pipe).

3. PVC solvent-weld fittings shall be Schedule 40, NSF approved conforming to ASTM D2466.

4. Solvent cement and primer for PVC solvent-weld pipe and fittings shall be of the type and installation methods specified by the manufacturers for each type of pipe.

5. All PVC pipe shall be marked continuously and permanently with the following information: Manufacturer's name, nominal pipe size, schedule or class of pipe, pressure rating in P.S.I. extrusion, NSF approval and date of extrusion.

6. All fittings shall bear the manufacturer's name or trademark, material designation, size, applicable I.P.S. schedule and NSF seal of approval.

F. PVC Non-Pressure Lateral Line Piping

1. Non-pressure buried lateral line piping shall be PVC Class 200 with solvent-weld joints.
   a. Pipe shall be made from NSF approved, Type I, Grade II, PVC compound conforming to ASTM resin specification D1784. All pipe shall meet requirements set forth in Federal Specification PS-22-70, with an appropriate standard dimension ratio.

2. Except as noted in paragraph 1 of Section 2.01F, all requirements for non-pressure lateral line pipe and fittings shall be the same as for solvent-weld pressure main line pipe and fittings as set forth in Section 2.01E of these Specifications.

3. All offsets shall be a minimum three-quarter (3/4) inch unless contractor receives written approval from the Owner’s Representative.

G. PVC Threaded Nipples: PVC Schedule 80.

H. Automatic Controllers

1. Automatic controllers shall be of size and type shown on the Contract Documents.

I. Control Wiring

1. Connections between the automatic controllers and the electric control valves shall be made with direct burial copper wire AWG-U.F. 600-volt. Pilot wires shall be a different color wire for each automatic controller. Common wires shall be white with a different color stripe for each automatic controller. Size wire in accordance with valve manufacturer's specifications and wire chart. In no case shall wire size be less than #14.

2. All wire connections shall be made with direct-bury wire connector 3M DBR/Y-6, RainBird WC100, or approved equal.

J. Tracer Wire
1. Open-Trench Installation: direct burial #12 AWG Solid (0.0808” diameter), copper-clad steel core soft drawn tracer wire, 250# average tensile break load, 30 mil high molecular-high density polyethylene jacket complying with ASTM-D-1248, 30 Conductive Trace Wire for Nonmetallic Pipe Installation. Color shall be “blue” for domestic water (potable) pipelines and “purple” for raw water (non-potable) pipelines. Manufactured by Copperhead Industries part number 1230-SF, or approved equal.

K. Control Wire Conduit

1. Gray PVC Schedule 40 electrical conduit ASTM F-512 size as required.

L. Electric Remote Control Valves

1. All electric remote control valves shall be of the same type, manufacturer and sizes as indicated on the Contract Documents and/or as specified herein or approved by the Owner’s Representative.

2. All remote control valves shall have a manual flow adjustment.

M. Electric Remote Control Valve Boxes

1. Valve Box shall be Old Castle Infrastructure Carson Spec Grade Model #1220, 12” x 20” rectangular plastic valve box with bolt down green cover.

N. Sprinklers

1. All sprinklers shall be of the same size, type and deliver the same rate of precipitation with the diameter (or radius) of throw, pressure, and discharge as shown on the plans and/or specified herein, or approved by the Owner’s Representative.

2. Sprinklers shall have a screw radius adjustment.

O. Backflow Prevention Units

1. Backflow prevention units shall be of size and type indicated on the irrigation Contract Documents.

2. Backflow prevention device shall meet the performance Specifications of AWWA, ASSE, IAMPO, the USC Foundation for Cross Connection Control, Public Health Officials and Sanitary Engineers.

3. Contractor shall provide, as part of the contract, a weatherproof commercial insulation bag, green color, of an appropriate size for the specified unit.

P. Brass Pipe and Fittings

1. Where indicated on the Contract Documents, use red brass threaded pipe conforming to Federal Specification WW-P-351.

2. Fittings shall be red brass conforming to Federal Specification WW-P-460.

Q. Gate Valves

1. Gate valves 2-1/2-inch and smaller shall be bronze with threaded ends and be 200 WOG and equipped with a bronze hand wheel, screw-in bonnet non-rising stem and solid wedge disc.

2. Gate valves 3-inch and greater in size shall be Class 125 iron body with bronze trim and flanged ends. Non-rising stem shall have a square operating unit.

R. Gate Valve Box

1. Gate Valve Box shall be Old Castle Infrastructure Carson Spec Grade Model #1220, 12” x 20” rectangular plastic valve box with bolt down green cover.

S. Quick Coupling Valves

1. Quick coupling valves shall have a brass two-piece body designed for working pressure of 125 P.S.I. operable with quick coupler. Key size and type shall be as shown on the Contract Documents.

T. Quick Coupling Valve Box

1. Quick coupling valve box shall be Old Castle Infrastructure Carson Spec Grade Model #910, 10” round plastic valve box with bolt down green cover or approved equal. Install extension if required.

U. ADV (Anti-drain valves) / Check Valves

1. Anti-drain valves shall be of heavy-duty virgin PVC construction with F.I.P. thread inlet and outlet. Internal parts shall be stainless steel and neoprene. Anti-drain valves shall be field adjustable against drainout from 5' to 40' of head. The anti-drain valve shall be similar to the Valcon ADV or approved equal.

2. Sprinkler heads with internal check valves shall be installed to eliminate low head drainage.

V. Drip Equipment, In-line

1. The emitter line shall be polyethylene and have an in-line, pre-installed drip emitter every eighteen (18") inches. Each emitter shall be individually pressure compensating, self flushing and have a discharge rate of 0.92 gallons per hour.

2. Filter shall be a disc type with a minimum 140 mesh filtration.

3. Manual flush valve shall be a hydraulic type, normally open valve allowing for manual flushing as required to clear the lines as needed.

W. Master Valve

1. Master valves shall be normally closed with a 24 V solenoid with size and type as shown on the Contract Documents.

X. Master Valve Box

1. Master Valve Box shall be Old Castle Infrastructure Carson Spec Grade Model #1220, 12” x 20” rectangular plastic valve box with bolt down green cover or approved equal. Install extension if required.

B. Flow sensor shall be an insertion type with a nonmagnetic spinning impeller (paddle wheel) as the only moving part. The sensor shall operate in flow of one (1) foot per second up to thirty (30’) feet per send. The sensor shall be as specified on the Plan.

1. Flow sensor cable shall be constructed of 20 AWG or larger copper conductors twisted into pairs of verifying lengths to prevent crosstalk. Conductors shall be insulated with Polyethylene or Propylene with a suggested working voltage of 350 volts. The cable shall feature an aluminum-polyester shield and be finished with high density Polyethylene Jacket. The cable should be equivalent to Manhattan type M390109.

2. Flow sensor cable connections shall be made with direct-bury wire connector 3M DBR/Y-6, Rainbird DBRY, or approved equal.

C. Flow Sensor Box

1. Flow Sensor Box shall be Old Castle Infrastructure Carson Spec Grade Model #1220, 12” x 20” rectangular plastic valve box with bolt down green cover or approved equal. Install extension if required.

PART 3 - EXECUTION

3.01 OBSERVATION OF SITE

A. Site Conditions

1. All scaled dimensions are approximate. The Contractor shall check and verify all site dimensions and notify the Owner's Representative if site conditions have changed.

2. The Contractor shall carefully check all grades to satisfy him that he may safely proceed before starting work on the irrigation system.

3.02 PREPARATION

A. Physical Layout

1. Prior to installation, the Contractor shall stake out all pressure supply lines, routing and location of sprinkler heads.

2. All layouts shall be approved by the Owner's Representative prior to installation. If equipment is incorrectly located without said approval, it is the Contractor's responsibility to relocate it as per the Owner's Representative's directions without additional cost.

3.03 WATER AND ELECTRICAL SERVICES

A. Water Supply

1. Irrigation system shall be connected to water supply points of connection as indicated on the Civil Contract Documents. Field verify connection point. Contractor is responsible for any changes caused by actual site conditions. Notify Owner's Representative in writing of any discrepancies prior to beginning construction.

B. Electrical Supply

1. Contractor shall provide all materials and connections to supply electrical power for irrigation controllers and pump stations.

2. Connection shall be made at approximate location(s) as indicated on the Electrical Contract Documents. The Contractor is responsible for minor changes caused by actual site conditions and for the coordination of all electrical service connections to the controller(s).

3. All electrical work and materials shall conform to local codes, ordinances and governing authorities having jurisdiction.

4. 120-volt power connection to the automatic controller shall be provided by the Contractor. The Contractor shall provide all materials and connections to supply power to the controllers.

3.04 INSTALLATION

A. Trenching: Dig trenches straight and support pipe continuously on bottom of trench. Lay pipe to an even grade. Trenching excavation shall follow layout indicated on the Contract Documents and as noted. Provide the following minimum depths:

1. Non-constant pressure lateral lines: twelve (12) inches cover

2. Constant pressure main lines: eighteen (18) inches cover

3. In-line drip emitter and polyetheline drip distribution tubing: four (4) inches cover

4. Control wiring: eighteen (18) inches cover

5. All lines and wires under auto circulation: twenty-four (24) inches of cover

B. Backfilling

1. The trenches shall not be backfilled until all required tests are performed. Trenches shall be carefully backfilled with the excavated materials approved for backfilling. Backfill shall be mechanically compacted in landscaped areas to a dry density equal to adjacent undisturbed soil in planting areas. Backfill shall conform to adjacent grades without dips, sunken areas, humps or other surface irregularities.

2. Where excavated native soil contains greater then 50% rock or other material one (1) inch diameter or larger, imported backfill or sand bedding shall be placed three (3) inches in depth around all pipes.

3. Flooding of trenches shall be permitted only with approval of the Owner’s Representative.

4. If settlement occurs and subsequent adjustments in pipe, valves, sprinklers heads, lawn or planting, or other construction are necessary, the Contractor shall make all the required adjustments, at the Contractor's expense.

C. Trenching and Backfilling Under Paving

1. Trenches located under areas where paving, asphaltic concrete or concrete shall be installed, shall be backfilled with sand (a layer six (6) inches below the pipe and three (3) inches above the pipe and compacted in layers to 90% compaction, using manual or mechanical tamping devices). All trenches shall be left flush with the adjoining grade. The Contractor shall set in place, cap and pressure test all piping under paving prior to the paving work.

2. Generally piping under existing walks is done by jacking, boring or hydraulic driving, but where any cutting or breaking of sidewalks and/or concrete is necessary, it shall be done and replaced by the Contractor as part of the Contract cost. Permission to cut or break sidewalks and/or concrete shall be obtained from the Owner. No hydraulic driving shall be permitted under concrete paving.

D. Sleeving

1. Install all irrigation and/or electrical sleeving as indicated on the Contract Documents. Contractor shall coordinate the installation of sleeving with the work of other trades.

E. PVC Pipe

1. Routing of irrigation pipe as indicated on the Contract Documents is diagrammatic. Install lines and various assemblies to conform with the details shown on the Contract Documents.

2. Install no multiple assemblies on plastic lines. Provide each assembly with its own outlet.

3. Install all assemblies specified herein in accordance with respective detail. In absence of detail Contract Documents or Specifications pertaining to specific items required to complete work, perform such work in accordance with best standard practice with prior approval of the Owner’s Representative.

4. PVC pipe and fittings shall be thoroughly cleaned of dirt, dust and moisture before installation. Installation and solvent welding methods shall be as recommended by the pipe and fitting manufacturer.

5. PVC pipe shall be installed so that there will be a small amount of excess length in the pipe to compensate for contraction and expansion of the pipe. This shall be accomplished by "snaking" the pipe in the trench during installation.

6. On PVC to metal connections, the Contractor shall work the metal connections first. Teflon tape or approved equal shall be used on all threaded PVC to PVC, and on all threaded PVC to metal joints. Light wrench pressure is all that is required. Where threaded PVC connections are required, use threaded PVC adapters into which the pipe may be welded.

7. In changing pipe depth, 45° elbows shall be used.

8. Install tracer wire on top of mainline. Solder all splices.

F. Line Clearance

1. All lines shall have a minimum clearance of three (3) inches from each other and from lines of other trades. Parallel lines shall not be installed directly over one another.

G. Automatic Controller

1. Install as per the irrigation details and manufacturer's specifications.

2. Controller shall be securely mounted in the location as indicated on the Contract Documents or approved by the Owner’s Representative in such a manner that all normal operations can be conveniently made by the operator.

3. The Contractor shall properly ground the controllers in accordance with local codes.

4. The Contractor shall take all control wires to the controller and make all required connections for their installation.

5. All electrical and control wires installed above ground shall be placed in metal conduit or other approved materials and securely mounted. Paint conduit as per the Owner’s Representative's directions and/or as indicated on the Contract Documents.

H. Control Wiring

1. Wiring shall occupy the same trench and shall be installed along the same route as pressure supply or lateral lines wherever possible.

2. Where more than one (1) wire is placed in a trench, the wiring shall be taped together at intervals of ten (10) feet.

3. An expansion curl shall be provided within three (3) feet of each wire connection. Expansion curl shall be of 18 inches in length at each splice connection and at each electric control, so that in case of repair, the valve bonnet may be brought to the surface without disconnection of the control wires. Control wires shall be laid loosely in trench without stress or stretching of control wire conductors.

4. All control wire spliced shall be completely waterproof.

5. Use one splice per connector sealing pack.

I. Electric Remote Control Valves

1. Install as per the irrigation details and manufacturer's specifications.

2. Install where shown on Contract Documents. Locate valve boxes 12 inches from walk, curb, headerboard, etc., for easy access. Boxes shall be uniformly aligned and oriented relative to hardscape.

3. Install one (1) remote control valves per valve box. Provide extension units as required. Install valve boxes in shrub planting areas whenever possible.

4. Provide eighteen (18) inch expansion loop at all electrical connections within control valve boxes.

J. Flushing of System

1. After new irrigation pipe lines and risers are in place and connected, all necessary diversion work is complete, and prior to installation of irrigation heads, the control valves shall be opened and a full head of water shall be used to flush out the system.

K. Sprinklers

1. Install the sprinklers as detailed on the Contract Documents. Irrigation sprinklers to be installed in this work shall be as per approved submittals.

2. Spacing of sprinklers shall not exceed the maximum indicated on the Contract Documents. In no case shall the spacing exceed the maximum recommended by the manufacturer.

3. Contractor shall install turf sprinklers where adjacent to fixed objects such as headerboards, curbs, or mowing strips, so that power edging tools can pass between the turf sprinkler and the fixed object without difficulty.

4. Riser units shall be fabricated in accordance with the irrigation details.

5. Riser nipples for all sprinklers shall be the same size as the riser opening in the sprinkler body.

6. Install sprinklers with internal check valves as required to eliminate low head drainage.

L. Backflow Preventer

1. Install backflow prevention assemblies as detailed on the Contract Documents and as per all applicable local governing codes and ordinances.

2. Do not locate assemblies in turf areas. Assemblies shall be screened with plant materials, as indicated on the Contract Documents and as directed by the Owner’s Representative.

3. Do not use PVC piping in backflow prevention assemblies.

4. Exact location of unit shall be approved by the Owner’s Representative prior to installation.

5. Install on a concrete pad inside of a vandal proof enclosure.

M. Gate Valves

1. Install as per the irrigation details and manufacturer's specifications.

2. Install where shown on Contract Documents. Locate, in valve boxes, 12 inches from walk, curb, headerboard, etc., for easy access.

3. Install one gate valve per valve box. Provide extension units as required. Install valve boxes in shrub planting areas whenever possible.

N. Quick Coupling Valves

1. Install as per the irrigation details and manufacturer's specification.

2. Install where shown on Contract Documents. Locate, in valve boxes, 12 inches from walk, curb, headerboard in shrub planting areas whenever possible.

3. Install one quick coupling valve per valve box. Provide box extension units as required. Install valve boxes in shrub planting areas whenever possible.

O. ADV (Anti-Drain Valves) / Check Valves

1. Prior to installation, the Contractor shall verify the on-site grades.

2. If there is an elevation difference of 24" or more between the highest head and lowest head on a system, the ADV's shall be installed on the riser.

P. Drip Equipment, In-line

1. When backfilling dripperline, only use clean backfill free of rocks, the soil is not to be wet or muddy. Dripperline to be pressurized and inspected for leaks before backfilling.

2. The filter shall be installed per the Irrigation Details and manufacturer's recommendations.

3. The flush valve shall be installed per the Irrigation Details and manufacturer's recommendations.

4. The PVC sub-mains and dripperline shall be flushed clean of dirt, rocks, etc. prior to the installation of automatic flush valves and automatic air release valves.

Q. Satellite controller equipment or approved equal.

1. Install as per the irrigation details and manufacturer’s specifications.

2. Properly ground control system in accordance with local codes and manufacturer’s specifications.

R. Water Meter

1. Install as per the Owner or Local Agency Specifications.

S. Master Valve

1. Install as per the irrigation details and manufacturer's specifications.

T. Flow Sensor and Output Transmitter

1. Install the sensor as per the irrigation details and manufacturer's specifications.

2. Pulse output transmitter shall be installed per the manufacturer's specifications.

3.05 TEMPORARY REPAIRS

A. The Owner reserves the right to make temporary repairs as necessary to keep the irrigation system in operating condition. The exercise of this right shall not relieve the Contractor of his responsibilities under the terms of the guarantee as herein specified.

3.06 FIELD QUALITY CONTROL

A. Adjustment of the System

1. The Contractor shall adjust all pressure regulating devices on the remote control valves.

2. The Contractor shall flush and adjust all sprinklers for optimum performance and to prevent overspray onto walks, windows, roadways, and buildings as much as possible.

3. If it is determined that adjustments in the irrigation equipment shall provide proper and more adequate coverage, the Contractor shall make such adjustments after written approval by the Owner's Representative. Adjustments shall include changes and additions of sprinklers, nozzle size and degrees of arc as required without additional contract costs.

4. If it is determined that any irrigation equipment is improperly installed, then adjustments shall be made to conform to construction documents without additional contract costs.

5. All sprinklers shall be set perpendicular to finished grades unless otherwise designated on the Contract Documents.

B. Testing of Irrigation System

1. The Contractor shall request the presence of the Owner's Representative at least 48 hours in advance of testing.

2. Test all pressure lines under hydrostatic pressure of 125 pounds per square inch prior to installation of remote control valves. A minimum of three pressure gauges equally spaced along the main line is required.

3. Sustain pressure in lines for not less than two (2) hours. If leaks develop, replace joints and repeat test until entire system is proven watertight. At the end of the test the system shall be drained in the presence of the Owner's Representative.

4. All hydrostatic tests shall be made only in the presence of the Owner's Representative. Center load pipe in trench exposing all joints for pressure test. No pipe shall be backfilled until it has been observed, tested and approved in writing by the Owner's Representative. Should any work be covered up before such observation and tests are completed, the Contractor shall, at his own expense, uncover the work; and after it has been observed, tested and approved, he then shall make all repairs with such materials as required to restore all work disturbed to original and proper condition.

5. Furnish necessary force pump and all other test equipment. All equipment shall be present during the test.

6. The emission system shall be tested and approved by the Owner's Representative prior to backfilling any trenches. Should any work be covered up before such observation and tests are completed, the contractor shall, at his own expense, uncover the work; and after it has been observed, tested and approved, he then shall make all repairs with such materials as required to restore all work disturbed to original and proper condition.

7. When the irrigation system is completed, perform a coverage test in the presence of the Owner's Representative to determine if the water coverage for landscape areas is complete and adequate. Furnish all materials and perform all work required to correct any inadequacies of coverage due to deviations from the Contract Documents, or where the system has been willfully installed as indicated on the Contract Documents, when it is obviously inadequate. This test shall be accomplished before any landscape is planted.

3.07 MAINTENANCE

A. Provide maintenance as per SECTION 32 98 00 - LANDSCAPE MAINTENANCE.

3.08 CLEAN-UP

A. Clean up shall be made as each portion of work progresses. Refuse and excess dirt shall be removed from site. All walks and paving shall be broomed or washed down, and any damage sustained to the work of others shall be repaired to original conditions acceptable to the Owner and the Owner's Representative.

3.09 OBSERVATION PRIOR TO FINAL ACCEPTANCE

A. The Contractor shall operate each system in its entirety for the Owner's Representative at time of final observation. Any items deemed not acceptable shall be reworked at no additional contract cost, to the complete satisfaction of the Owner's Representative.

B. The Contractor shall show evidence to the Owner's Representative that the Owner has received all accessories, charts, Record Contract Documents and equipment as required before final observation can occur.

3.10 OBSERVATION SCHEDULE

A. Normal progress observations shall be requested by the Contractor from the Owner's Representative as per observations listed in specifications SECTION 32 93 00 – LANDSCAPE INSTALLATION.

B. No final observation shall commence without Record Contract Documents. In the event the Contractor calls for an observation without Record Contract Documents, without completing previously noted corrections or without preparing the system for observations, he shall be responsible for reimbursing the Owner's Representative at the hourly rate in effect at the time of the observation (plus transportation costs) for the inconvenience. No further observations will be scheduled until this charge has been paid.

END OF SECTION 32 84 00

SECTION 32 92 10

LANDSCAPE TURF GRASS

PART 1 – GENERAL

1.01 CONDITIONS

A. The general provisions of the contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this section

1.02 SCOPE OF WORK

A. Furnish all labor, material, equipment and services necessary to provide all work, complete and in place, as indicated on Contract Documents and specified herein.

B. Work specified in this Section includes, but is not limited to the following:

1. Preparation

2. Weed Control

3. Sodding

4. Clean-up

1.03 QUALITY ASSURANCE

A. All materials shall be of standard, approved and first-grade quality and shall be in prime condition when installed and accepted. Any commercially processed or packaged material shall be delivered to the site in the original unopened container bearing the manufacturer's guaranteed analysis. Contractor shall supply Owner’s Representative with a sample of all supplied materials accompanied by analytical data from an approved laboratory source illustrating compliance of bearing the manufacturer's guaranteed analysis.

B. Established turfgrass areas shall exhibit a uniform stand in good health and vigor, free of noxious or invasive weeds, and demonstrating 95% coverage, effective competitiveness against non-planted species, and be of sod-like appearance at the time of final acceptance.

1.04 SUBMITTALS

A. Refer to Section 01 33 00 – SUBMITTAL PROCEDURES for instructions.

B. Material List

1. Contractor shall furnish the articles, equipment, materials, or processes specified by name in the Contract Documents and Specifications.

2. Complete material list (one digital copy) shall be submitted prior to performing any work. Material list shall include the manufacturer, model number and description of all materials, products, and equipment to be used.

3. Equipment or materials installed or furnished without prior approval of the Owner's Representative shall be rejected and the Contractor required to remove such materials from the site at this own expense.

4. Approval of any item, alternate or substitute indicates only that the product or products apparently meet the requirements of the Contract Documents and Specifications on the basis of the information or samples submitted. The Contractor shall assume full responsibility (in written form) for the performance of any substitutions. The Owner's Representative and/or Owner's authorized representative's decision for approval or rejection of any substitution is final.

C. Soils fertility analysis shall be submitted within 60 days of award of contract.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. The Contractor, upon request by Owner's Representative, shall provide receipts, delivery tickets, load tickets, etc. of all items delivered to the job site to verify products and total quantities.

B. Deliver fertilizer and other packaged products to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name trademark, and conformance to State Law.

1.06 JOB CONDITIONS

A. Install grasses after irrigation system is operable and has been accepted.

B. Protect work and materials from damage due to construction operations by other contractors and trades and by vandalism. Maintain protection during installation and maintenance period.

1.07 SAMPLES AND TESTS

A. Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications. The Contractor shall furnish samples upon request by the Owner's Representative. Rejected materials shall be removed from the site at Contractor's expense. Cost of testing of materials not meeting specifications shall be paid by Contractor.

B. Agronomic Soils Testing – As per paragraph 1.07, SECTION 32 93 00 – LANDSCAPE INSTALLATION

1.08 GUARANTEE AND REPLACEMENT

A. All plant material and other materials installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or

workmanship for the duration of the maintenance period. Any plant found to be dead or not in a satisfactory or healthy condition due to faulty materials, workmanship, acts of God, or improper maintenance as determined by the Owner's Representative prior to or during the maintenance period, shall be replaced immediately by the contractor at his expense.

B. The Owner's Representative shall be the sole judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the Contractor within fifteen (15) days of written notification by the Owner. All replacement materials and installation shall comply with the Plans and Specification.

PART 2- PRODUCTS

2.01 MATERIALS

A. Sod

1. Sod variety shall be as specified on Contract Documents. Sod shall be healthy, weed free and obtained from a certified sod growing nursery or farm.

2. All sod shall be cut within twenty-four (24) hours prior to installation.

B. Weed Control

1. Enide (Upjohn), Dymid (Elanco Products Co.), Treflan, Eptan, Surflan or approved equal.

PART 3 - EXECUTION

3.01 OBSERVATION

A. Prior to the work in this Section, examine previously installed work from other trades and verify that such work is complete and as required, to the point where this installation may commence properly.

B. Contractor to review the conditions of site. Verify that final grades have been established prior to beginning planting operations. Contractor is responsible to inform Owners Authorized Representative of conditions of the site that are not suitable for work.

3.02 PREPARATION

A. General

1. As per paragraph 3.03, SECTION 32 93 00 – LANDSCAPE INSTALLATION

2. Final Grades

a. Provide finish grading for proper drainage of the site. Conform to SECTION 31 22 19 - FINISH GRADING (or)
31 22 00 – EARTHWORK & ROUGH GRADING

b. Establish finish grades in a continuous uniform line resulting in a uniform surface with no ridges or water pockets. Areas shall be smooth and continuous with firm planes that insure proper surface drainage.

c. All rocks, soil lumps and deleterious materials larger than one (1) inch shall be removed and the areas raked and compacted with a two hundred (200) pound roller.

d. The Contractor shall avoid any additional soil compaction, and shall not permit vehicular or equipment traffic over such areas. In the event of such compaction, the Contractor shall be required to recultivate any areas thus compacted.

3. Pre-plant weed control

a. Prepared areas shall be irrigated for a period of one week, allowing existing weed seeds to germinate. All weeds shall be eradicated by application of non-selective foliar herbicide, “Roundup” or equal.

3.03 SODDING

A. Spread turf starter fertilizer onto the soil evenly at the rate of four (4) pounds per 1,000 square feet of lawn area.

B. Lay first strip of sod along a straight line (use a string in irregular areas). Butt joints tightly, but do not overlap edges. On second strip, stagger joints. Use a sharp knife to cut sod to fit curves, edges and irrigation heads.

C. For sod areas over 2,000 square feet, lay a header strip of sod parallel to all edges, and butt subsequent strips into header strip.

D. 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.

E. 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.

F. Water the completed lawn surface thoroughly. 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.

G. Replace all dead or dying sod with equal material as directed by the Owner's Representative.

3.04 CLEAN UP

A. Per Section 32 93 00 – LANDSCAPE INSTALLATION

3.05 OBSERVATION SCHEDULE

A. Per Section 32 93 00 – LANDSCAPE INSTALLATION

3.06 MAINTENANCE

A. Per Section 33 98 00 – LANDSCAPE MAINTENANCE

END OF SECTION

PART 1 - GENERAL

1.01 CONDITIONS

A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this Section.

1.02 SCOPE OF WORK

A. Furnish all labor, material, equipment and services necessary to provide all landscape work, complete and in place, as indicated on Contract Documents and specified herein.

Work specified in this Section, but is not limited to the following:

1. Soil preparation
2. Planting
3. Sod
4. Staking
5. Clean-up

1.03 QUALITY ASSURANCE

A. Source Quality Control

1. Submit documentation to the Owner's Representative at least sixty (60) days prior to start of planting that all plant material has been ordered. Arrange procedure for observation of plant material with the Owner's Representative at time of submission.
2. Plants shall be subject to observation and approval by the Owner's Representative upon delivery for conformity to specifications. Such approval shall not impair the right of observation and rejection during progress of work.

1.04 SUBMITTALS

A. Material List

1. Contractor shall furnish the articles, equipment, materials or processes specified by name in the Contract Documents and specifications.
2. Complete material list (1 digital copy) shall be submitted prior to performing any work. Material list shall include the manufacturer, model number and description of all materials and equipment to be used.
3. Equipment or materials installed or furnished without prior approval of the Owner's Representative shall be rejected and the Contractor required to remove such materials from the site at his own expense.
4. Approval of any item, alternate or substitute indicates only that the product or products apparently meet the requirements of the Contract Documents and Specifications on the basis of the information or samples submitted. The Contractor shall assume full

responsibility (in written form) for the performance of any substitutions. The Owner's Representative's decision for approval or rejection of any substitution is final.

1.05 PRODUCT DELIVERY, STORAGE AND HANDLING

A. Delivery

1. The Contractor, upon request by the Owner's Representative, shall provide receipts, delivery tickets, load tickets, etc. of all items delivered to the job site to verify products and total quantities.

2. Deliver fertilizer to site in original unopened containers bearing manufacturer's guaranteed chemical analysis, name trademark, and conformance to State Law.

3. Deliver plants with legible identification labels.

a. Label trees, evergreens, bundles of containers of like shrubs, or ground cover plants.
b. State correct plant name and size indicated on plant list.
c. Use durable waterproof labels with water-resistant ink which will remain legible for at least sixty (60) days.

1. Protect plant material during delivery to prevent damage to rootball or desiccation of leaves.

2. The Contractor shall notify the Owner's Representative forty-eight (48) hours in advance of delivery of all plant materials for observation.

A. Storage

1. Store plant material in shade and protect from weather.

2. Maintain and protect plant material as required.

B. Handling

1. Do not drop plant materials.

2. Do not pick up container plant material by stems or trunks.

1.06 JOB CONDITIONS

A. Perform actual planting only when weather and soil conditions are suitable in accordance with locally accepted practice.

B. Install trees, shrubs, and ground cover plant material before lawn areas are installed and after irrigation system is operable.

C. Protect work and materials from damage due to construction operations by other contractors and trades and by vandalism. Maintain protection during installation and maintenance period.

1.07 SAMPLES AND TESTS

A. The Owner's Representative reserves the right to take and analyze samples of materials for conformity to specifications. The Contractor shall furnish samples upon request by the Owner's Representative. Rejected materials shall be removed from the site at Contractor's

expense. Cost of testing of materials not meeting specifications shall be paid by the Contractor.

B. Agronomic Soils Testing
   1. To ensure a suitable growing medium for plants, employ services of a certified agronomic soils testing laboratory to perform soil testing at selective locations only on-grade. For bidding purposes there shall be a minimum of four (4) test locations. Contractor is to provide documented locations for review by Owner's Authorized Representative for approval before testing can proceed. Contractor is responsible for agronomic soil testing costs.

   2. Perform soil sampling and testing once fine grading and soil amendments have been completed, and prior to turf installation.

   3. Amendment recommendations based on soils testing will take precedence over soil amendments and application rates specified in this section.

   4. Provide the following at each test location:

      a. Chemical analysis report of each soil sample location to include the following:

         i. Percentage of organic matter.

         ii. Salinity.

         iii. PH.

         iv. Mineral nutrients, including concentrations of nitrogen, phosphorus, potassium, calcium, and magnesium.

         v. Potential hazards of impediments to plant growth from salinity; sodium, boron, impaired soil structure or drainage.

         vi. Cation-exchange

      b. Request testing for fertility and suitability analysis with written recommendations for soil amendment application rates.

      c. Soil percolation rates.

      d. Percentages of sand, silt, and clay particles.

1.08 GUARANTEE AND REPLACEMENT

A. All plant material and other materials installed under the Contract shall be guaranteed against any and all poor, inadequate or inferior materials and/or workmanship for the duration of the maintenance period. Any plant found to be dead or not in a satisfactory or healthy condition due to faulty materials, workmanship, act of God, or improper maintenance as determined by the Owner’s Representative shall be replaced immediately by the Contractor at his expense.

B. The Owner’s Representative shall be the sole judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the Contractor within fifteen (15) days of written notification by the Owner. All replacement materials and installation shall comply to the Contract Documents and Specifications.

PART 2 - PRODUCTS

2.01 GENERAL

All materials shall be of standard, approved and first-grade quality and shall be in prime condition when installed and accepted. Any commercially processed or packaged material shall be delivered to the site in the original unopened container bearing the manufacturer's guaranteed analysis. The Contractor shall supply the Owner's Representative with a sample of all supplied materials accompanied by analytical data from an approved laboratory source illustrating compliance of bearing the manufacturer's guaranteed analysis.

2.02 PRODUCTS

A. Soil Conditioner

1. Gro-Power Plus: Humus (bacteria included based fertilizer and soil conditioner with soil penetrant shall consist of the following percents by weight:
   a. 5 % nitrogen
   b. 3 % phosphoric acid
   c. 1 % potash
   d. 50 % humus
   e. 15 % humic acids

B. Soil Amendment

1. Nitrogen Stabilized Shavings: 0.56 to 0.84% N based on dry weight for fir bark mulch, treated with relative form of nitrogen (NH3), 1/2" or less in size.
   a. Particle Size: 95% - 100% passing 6.35 mm standard sieve.
      80% - 100% passing 2.33 mm standard sieve.
      10% - 20% passing 0.50 mm standard sieve.
   b. Salinity: The saturation extract conductivity shall not exceed 3.5 millimhos/centimeter at 25 degrees (25°) centigrade as determined by saturation extract method.
   c. Iron Content: Minimum 0.08% dilute acid soluble Fe on dry weight basis.
   d. Ash: 0 - 25% (dry weight)
   e. pH range: 5.5 - 7.5
   f. Actual organic matter content: minimum 280 pounds per cubic yard

C. Soil Amendment Fertilizer

1. General NPK fertilizer which contains the following percents by weight:
   a. 6% nitrogen
   b. 20% phosphoric acid
   c. 20% potash

D. Planting Pit Fertilizer

1. Gro-Power Plus (bacteria included) with soil penetrant and shall consist of the following percents by weight:
   a. 5% nitrogen
   b. 3% phosphoric acid
   c. 1% potash
   d. 50% humus
   e. 15% humic acid

2. Turf Starter Fertilizer: Shall consist of the following percents by weight:
   a. 16% nitrogen
   b. 20% phosphoric acid
   c. 0% potash

4. Planting Tablets: Slow-release 21 gram tablets as manufactured by Agriform or approved equal, containing the following percentages of nutrients by weight:
   a. 20 % nitrogen
   b. 10 % phosphoric acid
   c. 5 % potash

E. Plant Material

1. The plant material indicated on the Contract Documents by the listed names shall conform to "Standard Plant Names," second edition, except for names not covered therein, the established customs of the nursery trade is followed. All plants shall be true to name, and above one of each bundle or lot shall be tagged with the name and size of the plant, in accordance with the standards of practice recommended by the American Association of Nurserymen. All plant materials shall meet the specifications of Federal, State and County laws, requiring inspection for plant diseases and insect infestations. Plants shall be symmetrical, typical for variety and species, sound, healthy, vigorous, free from plant diseases, insect pests or other eggs, and shall have healthy, normal root systems, while filling their containers, but not to the point of being root bound. Plants with roots which encircle root balls or trunks, or which are girdling trunks, will not be accepted. Use only plant materials that are first class representative of the species and cultivars specifies and that conform to all State and local laws governing the sale, transportation and inspection of plant materials. Plants shall have straight, single trunks, unless otherwise specified on the Contract Documents. Those specified to be multi-trunk shall have at least three leaders from the base. Any plants that have encircling roots (not root bound) shall have root balls lightly slashed on a minimum of three (3) sides to stop encircling root growth. The height and spread of all plant materials shall be measured with branches in their normal position. Sizes of plants shall be as stated on the plant list, 5 and 15 gallon can containers stock shall have been grown in that container not less than six (6) months, but shall not have been overgrown in the containers so as to have become root bound.

2. The size of the plants will correspond with that normally expected for species and variety of commercially available nursery stock or as specified in the Special Conditions or Contract Documents. The minimum acceptable size of all plants, measured before pruning with the branches in normal position, shall conform with the measurements, if any, specified on the Contract Documents in the list of plants to be furnished. Plants larger in size than specified may be used with the approval of the Owner's Representative, but if the use of larger plants is approved, the ball of earth or spread of roots for each plant will be increased proportionally. Plant material shall conform to the following Specifications for container stock:

SHRUBS

SIZE	TYPE	EXAMPLE	HEIGHT	SPREAD	CALIPER
1 Gal.	Low growing	Pitt. tobira	8-10"	6-8"	
1 Gal.	Tall growing	Pitt. eugen.	10-12"	6-8"	
5 Gal.	Low growing	Pitt. tobira	15-18"	15-18"	
5 Gal.	Tall growing	Pitt. eugen.	24-30"	15-18"	
15 Gal.	Low growing	Pitt. tobira	30-36"	30-36"	
15 Gal.	Tall growing	Pitt. eugen.	42-48"	36-42"	

TREES

SIZE	TYPE	EXAMPLE	HEIGHT	SPREAD	CALIPER
5 Gal.	Slow growing	Quercus	5-6’	12-18”	¼ - ½”
5 Gal.	Fast growing	Euc. – Prunus	6-7’	12-18”	½ - ¾”
15 Gal.	Slow growing	Quercus – Pyrus	7-8’	24-30”	¾ - 1”
15 Gal.	Fast growing	Euc. – Prunus	8-10’	30-36”	1 – 1 ¼”
24” Box	Slow growing	Euc. – Prunus	8-10’	3-4’	1 ½ - 1 ¾”
24” Box	Fast growing	Quercus – Pyrus	10-12’	4-5’	1 ¾ - 2 ½”
30” Box	Slow growing	Quercus – Pyrus	12-14’	6-7’	2 ½ - 3”
30” Box	Fast growing	Euc. – Prunus	12-14’	6-7’	2 ½ - 3”
36” Box	Slow growing	Quercus – Pyrus	14-16’	8-10’	2 ½ - 3”
36” Box	Fast growing	Euc. – Prunus	14-16’	8-10’	2 ½ - 3”

3. Plants not conforming to the requirements shall be considered defective and such plants, whether in place or not, shall be marked as rejected and immediately removed from the site of the work and replaced with new plants at the Contractor's expense. Plants shall be of the species, variety, size and condition specified herein or as shown on the Contract Documents. Under no conditions will there be any substitution of plants or sizes listed on the plans, except with the expressed written approval of the Owner’s Representative.

4. The central leaders of all specified trees shall remain intact. Any tree which has had its central leader cut or removed is subject to rejection.

5. At no time shall trees or plant materials be pruned, trimmed or topped prior to delivery and any alteration of their shape shall be conducted only with the approval and when in the presence of the Owner’s Representative and/or as noted on the Planting Specifications.

6. Nursery Grown and Collected Stock
   a. Plant materials shall conform to the best edition of ANSI Z60.1 American Standard for Nursery Stock.
   b. Grown under climatic conditions similar to those in locality of project.
   c. Container-grown stock in vigorous, healthy condition, not root bound or with root system hardened off.
   d. Use only linear stock plant material which is well established in removable containers or formed homogeneous soil sections.

7. Ground cover plants shall be grown in 1 gallon containers, flats or liners, as indicated on the plans. Flat grown plants (rooted cuttings) shall remain in those flats until transplanting. The flat's soil shall contain sufficient moisture so that it will not fall apart when lifting the plants.

F. Tree Staking Material

1. Stakes for Tree Support

   a. Wood Tree Stakes: Lodgepole pine stakes. Minimum nominal size: two inches in diameter x length as required and pointed at one (1) end (adjust length to fit tree). Stakes shall be free from knots, checks, splits, or disfigurements.

2. Ties

   a. 24" length cinch tie as manufactured by V.I.T. Company (714) 871-2309 or approved equal.

G. Mulch

1. Mulch shall be walk-on fir bark mulch as manufactured by Redi-Gro Corporation, Sacramento, California (916) 381-6063 or approved equal.

2. The mulch shall consist of fibrous, woody bark mixture of varied particle size such that maximum particle length be 3".

a. Physical properties:

Percent Passing	Sieve Size
90-100	1" (25.4 mm) Dia.
80-100	1/2" (12.7 mm) Dia.
20-60	1/4" (6.35 mm) Dia.

b. Chemistry:

1) Acid in reaction, max pH 5.0
2) Maximum ash 7% based on dry weight.
3) Minimum moisture 35% at time of delivery based on fresh weight.

H. Steel Header

1. 3/16" x 4" galvanized steel.

2. Stakes shall be 3/16" x 15" steel.

As distributed by:

a. Border Concepts
Green Land Supply
826 S La Brea Ave.
Inglewood CA, 90301
(310) 695-9990 **(or)** approved equal

I. Boulders

1. Moss Rocks / Field Stones, Sizes to vary, refer to construction Documents. Minimum size shall be 2 ½" dia. up to 48"

2. Boulders shall be grouped with varying sizes. Groupings shall be approved by Owner's Representative prior to installation.

3. available from:

b. C L Smith Trucking
37763 State Highway 16
Woodland, CA 95695-2845

(or) approved equal

J. Weed Control

1. Enide (Upjohn), Dymid (Elanco Products Co.), Treflan, Eptan, Surflan or approved equal.

K. Root Barriers

1. The root control barrier shall be an injection molded or extruded modular component made of high density polypropylene or polyethylene plastic.

2. Panels shall measure 24" in width with a depth of 24” unless otherwise specified, with a mean thickness of 0.08". Plastic shall be recyclable and contain ultra-violet inhibitors.

3. Basic properties shall equal or exceed the following:

a.	Tensile Stress Yield:	ASTM D638	3800
b.	Elongation at break (%):	ASTM D638	10%
c.	Tensile Modulus:	ASTM D638	150,000 psi
d.	Notched Izod Impact:	ASTM D256A	0.4-4.0
e.	Flexual Modulus 73 psi:	ASTM 0790	145,000
f.	Hardness Shore:	ASTM D2240	P66

4. The contractor shall furnish and install tree root barriers as specified. The tree root barriers shall be the EP Series manufactured by NDS, or approved equal.

PART 3 - EXECUTION

3.01 OBSERVATION

A. Verify that final grades have been established prior to beginning planting operations. Observe trees, shrubs and liner stock plant material for injury, insect infestation and trees and shrubs for improper pruning. Do not begin planting of trees until deficiencies are corrected or plants replaced.

3.02 LAYOUT OF PLANTING AREAS

A. Stake or mark with lime, locations for plants and outline of planting beds on ground. Do not begin excavation until plant locations and plant beds are acceptable to the Owner’s Representative. The irrigation system shall be operational and approved prior to planting.

B. Locations for plants and outlines of areas to be planted shall be marked on the ground by the Contractor before any plant pits are dug. All such locations shall be approved by the Owner’s Representative. If an underground construction or utility line is discovered prior to work, other locations for planting may be selected by the Owner’s Representative.

3.03 PREPARATION

A. Preparation of Planting Area

1. Eradicate and remove weeds by means of post emergent herbicide. Apply herbicide as per manufacturer's recommendations.

2. After approximate finished grades have been established, soil shall be conditioned and fertilized in the following manner. Soil conditioner shall, at the following rate, be uniformly spread and cultivated thoroughly by means of mechanical tiller into the top six (6) inches of soil. Existing planting areas shall be cultivated by hand tools.

   Application Rates:

   a. One hundred fifty (150) pounds of soil conditioner per 1,000 square feet.
   b. Three (3) cubic yards of soil amendment per 1,000 square feet.
   c. Eighteen (18) pounds of soil amendment fertilizer per 1,000 square feet.
   d. For annual color planting beds, in addition to items 'a' and 'b', incorporate:

1) Fifteen (15) cubic feet of Perlite per 1,000 square feet.
2) Three (3) cubic yards nitrogen stabilized shavings per 1,000 square feet.

3. All soil areas shall be compacted and settled by application of heavy irrigation to a minimum depth of twelve (12) inches.

4. At time of planting, the top six (6) inches of all areas to be planted shall be free of stones, stumps, or other deleterious matter one-half (1/2) inch in diameter or larger, and shall be free from all wire plaster, or similar objects that would be a hindrance to planting and maintenance.

B. Final Grades

1. Provide finished grading to ensure proper drainage of the site. Conform to specification Section 31 22 19 – FINISH GRADING or SECTION 31 22 00 – ROUGH GRADING.

2. The following areas shall be grades so that the final grades shall be established below adjacent paved areas, sidewalks, valve boxes, headers, clean outs, drains, manholes, etc. as follows:

a. Shrub/groundcover areas: 3-1/2 inches
b. Sod areas: 1 inch

3. Surface drainage shall be away from all building foundations.

4. Remove excess or unacceptable soil from the site.

C. Steel Header

1. Steel headers shall be furnished as shown on the Contract Documents and herein specified. They shall be laid true to line and grade. Care shall be exercised in laying headers to protect adjacent improvements, shrubbery, and other properties from damage. All stakes shall be placed on ground cover side of header board.

2. Stake and install per manufacturers recommendations and installation instructions.

3.04 PLANT INSTALLATION

A. General

a. Actual planting shall be performed during those periods when weather and soil conditions are suitable and in accordance with locally accepted practice, as approved by the Owner's Representative.

b. Only as many plants as can be planted and watered that same day shall be planted.

B. Container shall be opened and plants shall be removed in such a manner that the ball of earth surrounding the roots is not broken and they shall be planted and watered as herein specified immediately after removal from the containers. Containers shall not be opened prior to placing the plants in the planting area.

C. Root Barrier Installation

1. Linear Application: The contractor shall install the tree root barriers with the number of panels and in the manner shown on the Contract Documents. Vertical root deflecting ribs must face towards the root ball. The top of the panel shall be 1/2" above the finish grade, but in all cases be covered by mulch. Panels shall be connected by sliding the male end

on each panel into the female connector on the next panel to form either a circle around the root ball or a linear barrier along adjacent hardscape, whichever is specified.

2. Surround Application: Closely follow the outer perimeter of the planting area. Do not encircle the root ball or limit plant growth.

D. Planting of Trees and Shrubs

1. Excavation for planting shall include the stripping and stocking of all acceptable topsoil encountered within the areas to be excavated for trenches, tree holes, plant pits and planting beds.

2. Excess soil generated from the planting holes and not used as backfill or in establishing the final grades shall be removed from the site.

3. Excavating for Planting

a. Shape
   1) Vertical sides with bottom raised in center, tapering to edges of pit.
   2) Plant pits to be square for box material, circular for canned material.
   3) Scarify sides and bottom of each pit.
b. All trees and shrubs shall have planting pits dug twice the diameter of the rootball. Backfill around the rootball with prepared backfill mix.
c. Protect all areas from excessive compaction when trucking plants or other materials to planting site.
d. Can Removal
   1) Cut cans on two (2) sides with an acceptable can cutter.
   2) Do not injure the rootball.
   3) Do not cut cans with spade or ax.
   4) Carefully remove plants without injury or damage to rootball.
   5) After removing plant, superficially cut edgeroots with knife on three (3) sides.
e. Box Removal
   1) Remove bottom of plant boxes before planting.
   2) Remove sides of box without damage to rootball after positioning plant and partially backfilling.
f. Center plant in pit.
g. Face plants with fullest growth into prevailing wind.
h. Set plant plumb and hold rigidly in position until soil has been tamped firmly around ball roots.
i. Crowns of rootballs shall be installed above finish grade.
j. Remainder of planting pit shall be backfilled with:
   1) Three (3) parts rock-free native soil
   2) One (1) part nitrogen stabilized shavings
   3) Fifteen to eighteen (15-18) pounds Gro-Power Plus planting pit fertilizer per cubic yard of mix.
   4) Specified type and quantity of planting tablets.
k. All plants which settle shall be raised to the correct level. After the plant has been placed, additional backfill shall be added to the hole to cover approximately one-half (1/2) of the height of the rootball. Water shall be added to the top of the partly filled hole to thoroughly saturate the rootball and adjacent soil.
l. After the water has completely drained, planting tablets shall be placed adjacent to but not in contact with rootball.
   One (1) tablet per 1-gallon container
   Two (2) tablets per 5-gallon container
   Three (3) tablets per 15-gallon container

Four (4) tablets per 24" box
Five (5) tablets per 30" box
Six (6) tablets per 36" box
Seven (7) tablets per 42" box
Eight (8) tablets per 48" box and larger box sizes

m. The remainder of the hole shall be backfilled.

n. After backfilling an earthen basin shall be constructed around each plant. Each basin shall be of a depth sufficient to hold at least two (2) inches of water. Basin shall be of a size suitable for the individual plant. In no case shall the basin for fifteen (15) gallon plant be less than four (4) feet in diameter; a five (5) gallon plant less than three (3) feet in diameter. The basins shall be constructed of amended backfill materials, and shall not be constructed for trees in turf areas.

o. Pruning shall be limited to the minimum necessary to removed injured twigs and branches and to compensate for loss of roots during transplanting, but never to exceed one-third (1/3) of the branching structure. Upon approval of the Owner's Representative, pruning may be done before delivery of plant, but not before plants have been observed and approved. Prune as per specifications SECTION 32 98 00 - LANDSCAPE MAINTENANCE.

p. Staking of all trees shall conform to tree staking details. One (1) tree of each size shall be staked and approved by the Owner's Representative prior to the continuation of staking.

E. Planting of Ground Cover

1. Ground cover shall be planted in straight rows and evenly spaced, unless otherwise noted, and at intervals called out in the Contract Documents. Triangular spacing shall be used unless otherwise noted on the Drawing.

2. Each rooted plant shall be planted with its proportionate amount of flat soil or in a peat pot in a manner that will insure minimum disturbance of the root system, but in no case shall this depth be less than two (2) nodes. To avoid drying out, planting shall be immediately irrigated after planting until the entire area is soaked to the full depth of each hole, unless otherwise noted on the Drawing.

3. Care shall be exercised at all times to protect the plants after planting. Any damage to plants by trampling or other operations of this Contract shall be repaired immediately.

F. Mulch Cover

1. All planting areas, with the exception of lawn areas, shall be top-dressed with a three (3) inch layer of mulch.

G. Weed Control

1. Apply weed control to all non-turf areas after completion of all planting and one (1) complete watering (to "set" plants). Apply as per manufacturer's recommendations.

H. Hardpan Conditions

1. Where hardpan exists, whether it is in the form of caliche or other impervious clay, and it is within the top two-and-one-half feet (2-1/2') of soil, use powered equipment to break through completely at each tree location to allow drainage and root growth. Remove hardpan at least one-and-one-half feet (1-1/2') greater than the rootball diameter of tree. Backfill with soil mix as specified.

2. Where hardpan is within the first twelve (12) inches of soil, it shall be completely penetrated for all trees and shrubs.

3.05 OBSERVATION SCHEDULE

A. The Contractor shall be responsible for notifying the Owner's Representative in advance for the following observations according to the time indicated:

1. Pre-construction conference - 7 days.

2. Irrigation pressure line and lateral line installation and testing - 48 hours.

3. Irrigation sprinkler coverage test - 48 hours.

4. Finish grade review - 48 hours.

5. Plant material review - 48 hours.

6. Soil preparation, plant layout and planting operations. One (1) tree with each type of specified shall be approved prior to planting of trees - 48 hours.

7. End of landscape installation - 48 hours.

8. End of landscape maintenance/Final Acceptance - 48 hours.

B. No site visits shall commence without all items noted in previous Observation Reports either completed or remedied, unless such compliance has been waived. Failure to accomplish punch list tasks or prepare adequately for desired observations shall make the Contractor responsible for reimbursing the Owner's Representative at their current billing rate per hour, plus transportation costs.

3.06 CLEAN UP

A. After all planting operations have been completed; remove all trash, excess soil, empty plant containers or rubbish from the property. All scars, ruts or other marks in the ground caused by this work shall be repaired and the ground left in a neat and orderly condition throughout the site. The Contractor shall pick-up all trash resulting from this work no less frequently than each Friday before leaving the site, once a week, and/or the last working day of each week. All trash shall be removed completely from the site. The Contractor shall leave the site area broom-clean and shall wash down all paved areas within the Contract area, leaving the premises in a clean condition acceptable to the Owner and the Owner's Representative.

3.07 LANDSCAPE MAINTENANCE

A. Provide Landscape Maintenance as per SECTION 32 98 00 - LANDSCAPE MAINTENANCE.

END OF SECTION 32 93 00

PART 1 - GENERAL

1.01 CONDITIONS

A. The general provisions of the Contract, including General and Supplementary Conditions and General Requirements apply to the work specified in this Section.

1.02 SCOPE OF WORK

A. Furnish all labor, material, equipment and services required to maintain landscape in a healthy growing condition and in a neat and attractive appearance throughout the maintenance period.

1.03 QUALITY ASSURANCE

A. The Contractor shall be experienced in horticulture and landscape maintenance, practices and techniques, and shall provide sufficient number of workers with adequate equipment to perform the work during the maintenance period.

1.04 MAINTENANCE PERIOD

A. Maintain the entire project area during progress of work and during the sixty-(60) calendar-day maintenance period or until final acceptance of the project. Maintenance shall continue beyond the maintenance period, as required, until final acceptance is given by the Owner's Representative and Owner.

B. Maintenance period shall not start until all elements of construction, planting and irrigation for the entire project are in accordance with Plans and Specifications. A requirement is that all lawn and landscape areas be planted and that all lawn areas show an even, healthy stand of grass seedlings or sod, either of which shall have been mown twice. If such criteria are met to the satisfaction of the Owner's Representative, written notification shall be issued to establish the effective beginning date of maintenance period.

C. Any day of improper maintenance, as determined by the Owner's Representative, shall not be credited as an acceptable maintenance period day. The maintenance period shall be extended on a daily basis if the work is not in accordance to the Plans and Specifications. Project shall not be segmented into maintenance areas or phases, unless authorization of the Owner's Representative is obtained.

D. Contractor shall provide protection to the project site during the maintenance period. Any damage caused by the lack of adequate site protection shall be repaired or replaced at no additional cost to the Owner.

1.05 GUARANTEE AND REPLACEMENT

A. All plant material and other materials installed under the Contract shall be guaranteed for the duration of the landscape maintenance period against any and all poor, inadequate or inferior materials and/or workmanship, acts of God, animal or insect damage or improper maintenance, as determined by the Owner's Representative. Material shall be replaced by the Contractor at his expense.

B. Any materials found to be dead, missing, or not in a satisfactory or healthy condition during the maintenance period shall be replaced immediately. The Owner's Representative shall be the sole judge as to the condition of material. Material to be replaced within the guarantee period shall be replaced by the Contractor within five (5) days of written notification by the Owner. All replacement materials and installations shall comply with the Plans and

Specifications. Any plant missing due to suspected theft shall be replaced by the Contractor. If the Contractor suspects theft may be a problem, the Contractor shall provide written documentation to the Owner that security on this site needs to be intensified. The Contractor may relieve himself of theft responsibility if, after the security notice, with no result, a written notice to the Owner shall be given that plant material will not be replaced for theft or vandalism due to lack of site security being maintained. This procedure may take place only during the Landscape Maintenance Period.

1.06 OBSERVATION SCHEDULE

A. Observations shall be requested by the Contractor from the Owner's Representative as per observations listed in specifications SECTION 32 93 00 - LANDSCAPE INSTALLATION.

1.07 FINAL ACCEPTANCE OF THE PROJECT

A. Upon completion of all project work, including maintenance period, the Owner's Representative will, upon proper request, make an observation to determine final project acceptability.

B. Where observed work does not comply with the Plans and Specifications, replace rejected work and continue specified maintenance period until re-inspected by the Owner's Representative and determined to be acceptable. All replacement materials and installations shall be in accordance with the Plans and Specifications. Remove rejected work and materials immediately from project. Prior to date of final observation, Contractor shall provide the Owner's Representative with all Record Contract Documents, turnover items and written Guarantee Statement in accordance with the Drawings and Specifications.

PART 2 - PRODUCTS

2.01 MATERIALS

A. All materials used shall conform to Specifications or shall otherwise be acceptable to the Owner. The Owner shall be given a monthly record of all herbicides, insecticides and disease control chemicals used.

B. General fertility maintenance fertilizer: shall consist of the following percents by weight:
   a. 16% nitrogen
   b. 6% phosphoric acid
   c. 8% potash

C. Slow release fertilizer: shall consist of the following percents by weight:
   a. 21% nitrogen
   b. 3% phosphoric acid
   c. 5% potash

PART 3 - EXECUTION

3.01 GENERAL

A. Maintenance shall be according to the following standards. All areas shall be weeded and cultivated at intervals of not more than ten (10) days. Watering, trash and debris removal, mowing, rolling, edging, trimming, fertilization, spraying and pest control, as required, shall be included in the maintenance period. Street gutters and sidewalks shall be included. The Contractor shall be responsible for maintaining adequate protection of the area. Damaged areas shall be repaired at the Contractor's expense. Between the 15th day and the 20th day of the maintenance period, the Contractor shall reseed or resod all spots or areas within the

lawn where normal turf growth is not evident. Replenish mulch to originally specified depth on a monthly basis, or more frequently as required.

3.02 TREE AND SHRUB CARE

A. Watering

1. Maintain a large enough water basin around plants so that enough water can be applied to establish moisture through the major root zone. When hand watering use a water wand.

B. Pruning

1. Trees:

a. Prune trees only as required to select and develop permanent scaffold branches that are smaller in diameter than the trunk or branch to which they are attached and which have a vertical spacing of from 18” to 48” and radial orientation so as not to overlay one another; to eliminate diseased or damaged growth; to eliminate narrow V-shaped branch forks that lack strength; to reduce toppling and wind damage by thinning out crowns; to maintain growth within space limitations; to maintain a natural appearance to balance crown with roots.
b. Evergreen trees shall be thinned out and shaped when necessary to prevent wind and storm damage.
c. The primary pruning of deciduous trees shall be done during the dormant season. Damaged trees or those that constitute health or safety hazards shall be pruned at any time of the year as required.

2. Shrubs:

a. The objectives of shrub pruning are the same as trees. Under no circumstances shall shrubs be clipped into balled or boxed forms unless required by the design.
b. All pruning cuts shall be made to lateral branches or buds or flush with the trunk. “Stubbing” will not be permitted.

C. Staking

1. Stakes shall remain in place through acceptance and are to be inspected to prevent girdling of trunks or branches and to prevent rubbing that causes bark wounds.

D. Weed Control

1. Keep basins and areas between plants free of weeds. Use recommended, legally approved herbicides. Avoid frequent soil cultivation that destroys shallow roots. Use mulches to help prevent weed germination.

E. Insect and Disease Control

1. Maintain a reasonable control with approved materials.

F. Fertilization

1. Fertilize all planting areas with the following:
2. Commencement of maintenance period - 5 lbs. per 1,000 square feet with general fertility maintenance fertilizer.

a. At the end of the first 30-day maintenance period - 5 lbs. per 1,000 square feet with general fertility maintenance fertilizer.
b. At the end of the maintenance period and at 30-day intervals should maintenance period be extended - 10 lbs. per 1,000 square feet with slow release fertilizer.

3. Avoid applying fertilizer to the root ball and base of main stem; rather, spread evenly under plant to drip line. Rates will vary from about a cup of nitrate fertilizer (depending on nitrogen percentage) around a newly installed small plant to about one-half (1/2) lb. of actual nitrogen per inch of trunk diameter measured four feet from the ground for mature trees.

G. Replacement of Plants

1. Replace dead, dying and missing plants with plants of a size, condition and variety to match plants acceptable to Owner at Contractor's expense under the conditions stated in the Guarantee and Replacement section of these specifications.

3.03 GROUND COVER CARE

A. Weed Control

1. Control weeds, preferably with preemergent herbicides, but also with selective systemic herbicides. Hoe weeds as little as possible since this may result in plant damage.

B. Watering

1. Water enough that moisture penetrates throughout root zone and only as frequently as necessary to maintain healthy growth. Refer to irrigation schedule as noted on Plans.

C. Trash

1. Remove trash and debris weekly. Dispose in a legal manner.

D. Edging and Trimming

1. Edge ground cover to keep in bounds and trim growth as necessary to achieve an overall even appearance.

E. Replacement

1. Replace dead and/or missing plants at Contractor's expense per the conditions stated in the Guarantee and Replacement section of these Specifications.

3.04 TURF CARE

A. Mowing and Edging

1. Mowing of turf will commence when the grass has reached a height of two inches. The height of cut will be 1 to 1-1/2". Mowing will be at least weekly after the first cut. Turf must be well established and free of bare spots and weeds to the satisfaction of the Owner's Representative prior to final acceptance.

2. Grass clippings shall be picked up and removed from the site and premises in a legal manner.

3. Edges shall be trimmed at least twice monthly or as needed for neat appearance. Clippings shall be removed from paved areas and planting areas and removed from the site.

B. Watering

1. Lawns shall be watered at such frequency as weather conditions require to replenish soil moisture below root zone and to establish healthy stands of turf.

C. Weed Control

1. Control broad leaf weeds with selective herbicides. In areas where crabgrass has infested the lawn, apply pre-emergent herbicides such as Dacthal, Balan, or Beteasan for control prior to crabgrass germination.

D. Fertilization

1. During maintenance period an application of general fertility maintenance fertilizer, as specified, shall be made every thirty (30) days and again at sixty (60) days from the date of lawn installation at a rate of five (5) pounds per 1,000 square feet. At the end of the maintenance period apply slow release fertilizer at a rate of ten (10) pounds per 1,000 square feet or as per manufacturer's recommendations.

E. Replacement

1. At conclusion of maintenance period a final observation of turf areas shall be made. Remove diseased areas and unhealthy stands of grass from the site; do not bury into the soil. Replant areas with materials and in a manner as specified on the Plans and Specifications at no additional cost to the Owner

3.05 IRRIGATION SYSTEM

A. System Observation

1. The Contractor shall check all systems for proper operation. Lateral lines shall be flushed out by removing the last sprinkler head at each end of the lateral. All heads are to be adjusted as necessary for unimpeded, head to head coverage.

B. Controllers

1. Program automatic controllers to utilize automatic seasonal / environmental condition adjustments. An irrigation schedule has been provided on the drawings as a guide. A schedule is required to be completed using data from the Irrigation Audit, and to be included in the Irrigation Audit Report. The irrigation schedule included in the Irrigation Audit Report should be used as a guide once complete, as it will supersede the Irrigation Schedule included on the drawings. Refer to specification section 32 84 00 Irrigation System, paragraph 1.03.C.5 for more information about the Irrigation Audit and Report.

2. The Contractor shall give the Owner's representative instructions on how to turn off the irrigation system in case of emergency.

C. Repairs

1. Repair all damages to irrigation system at the Contractor's expense. Repairs shall be made within twenty-four (24) hours.

END OF SECTION

Exhibit C



PROJECT MANUAL

Volume 1: Bidding and Contracting Requirements
May 7, 2021

Yolo Branch Library
37750 Sacramento Street, Yolo, California

County of Yolo

Bids Due before 2:00PM, Thursday, June 24, 2021 at
Yolo County Administrator's Office
625 Court Street, Room 202
Woodland, CA 95695

DIVISION 0 – BIDDING & CONTRACTING REQUIREMENTS		
	00 01 15	List of Bid Documents
	00 12 00	Notice to Bidders
	00 20 00	Instructions to Bidders
	00 41 00	Bid Form
	00 42 00	Bidder's Bond
	00 43 00	Subcontractor List
	00 45 10	Non-Collusion Affidavit
	00 45 26	DAS Form 7 – Agreement to Train Apprentices
	00 51 00	Notice of Award
	00 52 00	Construction Agreement
	00 55 00	Notice to Proceed
	00 61 00	Performance Bond
	00 62 00	Payment Bond
	00 62 10	Indemnification
	00 70 00	General Conditions

END TABLE OF CONTENTS for VOLUME 1

SECTION 00 01 15

LIST OF BID DOCUMENTS

BID DOCUMENTS:

A. PROJECT MANUAL

1. Volume 1: Bidding and Contracting Requirements dated May 7, 2021

2. Volume 2: Project Specifications dated May 7, 2021

B. PROJECT PLANS, WMB Architects, dated May 7, 2021 'Bid Set'

SUPPLEMENTAL DOCUMENTS:

A. Geotechnical Engineering Report, Wallace Kuhl & Associates, 'Yolo Branch Library' (WKA Report No. 12406.01P) dated September 5, 2019 and revised June 16, 2020

SECTION 00 12 00

NOTICE TO BIDDERS

NOTICE IS HEREBY GIVEN that the County of Yolo will receive sealed bids in accordance with the provisions of the Public Contract Code from contractors licensed for the furnishing of all labor, materials, equipment, transportation and services for the performance of the following Work:

Yolo Branch Library, 37750 Sacramento Street, Yolo, California, all as shown on the plans and described in the specifications and special provisions.

The project consists of a new, 4,000 square foot (approximate) single story public library building of Type V construction. The new building will house library program area, staff office, study rooms, a community meeting room, and support spaces.

The project will also include, but is not limited to utilities, electrical, plumbing, mechanical, heating, ventilation and air conditioning, communications, fencing, onsite septic system, and fire protection systems, as well as landscaping and pavement for parking, building access, and outdoor functions.

The project is to be staged and constructed in such a way as to allow the continued operation of the existing onsite modular library building for as long as possible to limit the downtime of community library services.

Plans and Specifications for the work will be available as noted herein.

All questions regarding Plans and Specifications and Interpretations or Clarifications for this Initiation for Bid must be entered electronically through BidSync (https://www.BidSync.com). The County Project Manager will respond to all Contractor questions through the BidSync Question and Answer section on this website.

SEALED BIDS:

Sealed bids on the above project shall be filed with Yolo County, County Administrator's Office, located at 625 Court Street, Room 202, Woodland, CA 95695, on or before **2:00 pm** on **Thursday, June 24, 2021**. All bids must be marked clearly on the envelope: **"Yolo Branch Library".** Said bids will be opened in public after **2:05 pm** of said day in the Atrium Training Room in the Erwin Meier Administration Building, 625 Court Street, Woodland, CA. Bids shall be submitted only on forms provided in the Bid Documents and shall be accompanied by all documents and information required to be submitted by the Instructions to Bidders and by law. No bid may be withdrawn after the time established for receiving bids or before the award and execution of the Contract, unless the award is delayed for a period exceeding ninety (90) calendar days. The low bidder, for purposes of the award, shall be the responsive bidder offering the low lump sum amount for the base bid and meeting all other bid submittal requirements. The County reserves the right to reject any or all bids.

Please note: All individuals delivering bids and Bid Opening attendees will be required to comply with the County's mandates related to Covid-19 safety including the wearing of masks and physical distancing.

CONTRACTOR'S LICENSE REQUIRED:

The Board will not consider or accept any bids from contractors who are not licensed to do business in the State of California. Contractor warrants and represents that he/she holds a valid California license pursuant to the State Contractors License Act [Business and Professions Code Section 7000, et seq.], that his/her license is in good standing and that he/she possess a Class B License as required by the categories and type of work. Copies of the Contractor's State Contractor license(s) must be provided, along with their bid.

REQUIRED LISTING OF PROPOSED SUBCONTRACTORS:

Each proposal shall have listed therein the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the Work in an amount in excess of one-half of one percent (½ of 1%) of his total Bid in accordance with the Subletting and Subcontracting Fair Practices Act, commencing with Section 4100, through 4113 inclusive of the Public Contract Code. The Bidder's attention is invited to other provisions of said Act related to the imposition of penalties for a failure to observe its provisions by using unauthorized subcontractors or by making unauthorized substitutions.

Notice is hereby given that the Project is a public works project within the requirements of Division 2, Part 7, Chapter 1 of the California Labor Code, and that each bidder and listed subcontractor is required to be registered pursuant to Labor Code section 1725.5 at the time of bidding. Failure of the bidder to be registered at the time of bidding shall render the bid non-responsive and unavailable for award. Bidder's listing of an unregistered subcontractor may render the bid non-responsive and unavailable for award unless such failure is the result of an inadvertent error and the provisions of Labor Code section 1771.1 apply.

Joint Apprenticeship Committee Participation Requirement
It is a County policy that, in order to be deemed a responsive bidder, the bidder must participate in a joint apprenticeship committee. The California Department of Industrial Relations defines a joint apprenticeship committee as a committee made up of equal number of members from labor and management. **Bidders must submit with their bid a completed California Department of Industrial Relations' DAS-7 form that documents the bidder's participation in a joint apprenticeship committee. Bids that are not accompanied by such proof of participation will be rejected.** The County will verify participation prior to the award.

BID EXAMINATION AND PREPARATION:

Construction Documents may be obtained at BidSync (https://www.BidSync.com) or at the Yolo County Website (under *Doing Business with the County*). Documents will be available beginning on Monday, February 22, 2021. It is the bidder's responsibility to arrange for printing services to obtain printed copies of the bid documents. The contract documents may also be examined at the following locations:

Construction Bid Board
Dodge Data & Analytics
McGraw Hill
Sacramento Regional Builders Exchange
El Dorado Builders Exchange
Placer County Contractors Association

The Bidder shall carefully examine the Bid Documents, including the Plans and Specifications and satisfy the Bidder as to their sufficiency, and shall not at any time after submission of the Bid, dispute or complain of such Plans or Specifications nor assert that there is any misunderstanding in regard to the location, extent or nature or amount of work to be performed in accordance thereto. Should a Bidder find discrepancies or omissions in the Plans and Specifications, the Bidder shall notify the Project Manager immediately. Interpretations or clarifications considered necessary by the Project Manager shall be by addenda, mailed or electronically delivered to all plan holders and acknowledged on Bid form. Questions received less than 7 days prior to the bid date may not be answered.

The Bid shall have all items filled in and the signatures of all persons signing the Bid shall be in long-hand. Mistakes must be corrected, and the correction inserted and initialed in ink by the person signing the Bid. Erasures and/or correction fluid are NOT acceptable. Changes must be lined out and corrections inserted adjacent and initialed by the bidder's authorized representative. No proposal will be considered which makes exceptions, changes or reservations to the Plans and Specifications.

The bids must supply all information required by the bid documents & specifications. Bids must be full and complete. The County reserves the right in its sole discretion to reject any bid as non-responsive as a result of any omission or error in the bid.

SUBSTITUTIONS:

Bids shall be based on products and systems specified in the Bid Documents or listed by name in addenda. Contractors and materials suppliers may submit requests for substitutions up to 35 days following Notice of Award.

NON-COLLUSION AFFIDAVIT:

Bidders shall include with their bids a signed affidavit stating that their bid is not a sham or a collusive bid. The affidavit is to be signed exactly as worded; no alternate wording will be accepted. The affidavit is included with the bid.

BONDS AND INSURANCE REQUIRED:

A bid security shall be provided with each Bid. Bid security shall be in an amount of not less than ten percent (10%) of the total amount of the Bid and shall be cash, a certified check or cashier's check drawn to the order of the County of Yolo or a Bidder's Bond executed by a surety satisfactory to the County of Yolo in the form provided in the Proposal section of these Bid Documents. The Bidder to whom award is made shall provide Certificates of Insurance as required in Article 2 of the General Conditions, and shall complete and submit the Performance Bond and Payment Bond forms contained in the Contract Documents.

PREVAILING WAGE PROVISION:

a. Pursuant to Labor Code Section 1770 et seq., 1773, 1773.1, 1773.2, 1773.6, 1773.7, and 1720 each laborer or mechanic of contractor or any subcontractor engaged in work on the project under this Contract shall be paid not less than the hourly wage rate of per diem wages set forth in the prevailing wage rate schedule published by the Director of Industrial Relations regardless of any contractual relationship which may be alleged to exist between contractor or any subcontractor and such laborers and mechanics. Interested parties may obtain the current wage information by submitting their requests to the Department of Industrial Relations, Division of Labor Statistics and Research, P.O. Box 603, San Francisco, CA 94101, or at www.dir.ca.gov/dlsr/pwd.

b. Any laborer or mechanic employed to perform work on the project under this Contract, which work is not covered by any of the foregoing classifications, shall be paid not less than the prevailing rate of per diem wages specified herein for the classification which most nearly corresponds to the work to be performed by him/her.

c. The foregoing specified prevailing wage rates are minimum rates only, and the contractor may pay any wage rate in excess of the applicable rates contained in this Contract.

d. Pursuant to Labor Code Section 1775, the contractor as a penalty to the owner shall forfeit $200.00 for each calendar day, or portion thereof for each worker paid less than the prevailing rate established by the Department of Industrial Relations for such work or craft in which such worker is employed. The difference between such prevailing wage rates and the amount paid to each worker for each calendar day or portion thereof for which the worker was paid less than the prevailing wage rate shall be paid to each worker by the contractor. NOTE: an error on the part of an awarding body does not relieve the contractor from responsibility for payment of the prevailing rate of per diem wages and penalties pursuant to Labor Code Sections 1770-1775.

e. Prevailing wage rates are available through the following website: https://www.dir.ca.gov/OPRL/dprewagedetermination.htm.

f. All contractors and subcontractors are subject to the provisions of Sections 1810 through 1814 of the California Labor Code which provide for the maximum hours a worker is to be employed and the amount and rate of overtime compensation.

AWARD OF CONTRACT:

Bids will be considered for award by the County Administrator's Office of the County. The County of Yolo reserves the right after opening bids to reject any or all bids, or to waive any informality (non-responsiveness) in any bid, or to make award to the lowest responsive, responsible bidder and reject all other bids, as it may best serve the interests of the County.

If this Contract is to be awarded, the Notice of Award shall be issued to the lowest responsible, responsive bidder within Ninety (90) days following the bid opening.

As a condition of award, the successful Bidder will be required to submit bonds and evidence of insurance prior to execution of the Agreement by the County. Failure to meet this requirement shall

constitute abandonment of the Bid by the Bidder and forfeiture of the Bid Bond. Award will then be considered to the next lowest responsible Bidder.

All bids will be compared using the Opinion of Probable Cost prepared by the AE of Record for the project. For the purposes of bonding, the OPC for the base bid work is in the range of $3,100,00 - $3,400,000.

PRE-BID CONFERENCE:

Bidders must attend one of two pre-bid conferences to be held at the project site (37750 Sacramento Street, Yolo, CA) at 10:00 a.m. on Tuesday, June 1, 2021 and 2:00 p.m. on Thursday, June 3, 2021. **Attendance at one of the pre-bid conferences is mandatory.** Any questions that can be answered at that time by direct reference to the Contract, Plans and Specifications, will be answered. Questions that cannot be so answered will be addressed, as necessary, by written addendum. Submission of a bid shall be considered an acknowledgment of familiarity with the Contract, Plans and Specifications, and conditions at the site. Oral statements made during the bidding period may not be relied upon and will not be binding or legally effective.

Please note: All Pre-Bid Conference attendees will be required to comply with the County's mandates related to Covid-19 safety including the wearing of masks and physical distancing.

PROJECT MANAGER:

All communications relative to the Contract Documents and Plans shall be posted on BidSync. No oral responses to any questions concerning the content of the Plans and Contract Documents will be given. Responses, if any, will be in the form of written addenda to the Contract Documents and Plans.

By order of the County Administrators Office, County of Yolo, State of California.

By:

Kevin Yarris
County of Yolo
General Services

SECTION 00 20 00

INSTRUCTIONS TO BIDDERS

1. Bids are requested for a general construction contract, or work described in general, as follows:

Yolo Branch Library
37750 Sacramento Street, Yolo, California

2. The County of Yolo will receive sealed bids from Bidders as stipulated in Document 00 12 00, Notice to Bidders.

3. Apparent low Bid will be based solely on: Base Bid Price. All Bidders are required to submit Bids on all bid items.

4. Bidders must submit bids on Document 00 41 00 Bid Form. Bids not submitted on the required form shall be deemed non-responsive and shall not be considered.

5. Bidders must submit cash, a cashier's check, a certified check or a corporate surety bond of not less than ten percent (10%) of amount bid, payable to The County, with their Bids. Required form of corporate surety bond, Document 00 42 00 County of Yolo Bidder's Bond, is provided by the County. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

6. Bidders must submit names of all subcontractors and their respective bid item sub-bids on Document 00 43 00 Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Any violation of this provision may result in Bid being deemed non-responsive and not being considered.

7. Bidders must submit Document 00 45 10 Non-collusion Affidavit with their bids. Bids submitted without the affidavit will be deemed non-responsive and will not be considered.

8. Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.

9. A mandatory Pre-bid Conference and Site Visit will be held as referenced in Document 00 12 00, Notice to Bidders, to clarify such matters as Bidders may request. The referenced Pre-bid Conference and Site Visit will take approximately two hours. The County will transmit to all prospective Bidders of record such Addenda as the County in its discretion considers necessary in response to questions arising at the Pre-bid Conference. The sign in sheet at the Pre-bid conference will also be posted or made available by addendum. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued as a result of the Pre-bid Conference, shall constitute the sole and exclusive record and statement of the results of the Pre-bid Conference.

10. Bids shall be clearly written without erasure or deletions. The County reserves the right to reject any Bid containing erasures or deletions.

11. Bidders may not modify Bid Form or qualify their Bids.

12. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. Bidder must complete the tasks listed below in subsections as a condition to bidding and submission of Bid shall constitute the Bidder's express representation to The County that Bidder has fully completed the following:

    (A) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, existing facility conditions for demolition and removal, Site, locality, actual conditions, existing access and facility conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

    (B) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

13. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the bid documents.

    (A) DIR REGISTRATION AND NOTICE: To be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract subject to Labor Code section 1720, contractors and subcontractors must be registered with the Department of Industrial Relations. Failure to provide this information at the time of bid will result in disqualification. Please see http://www.dir.ca.gov/Public-Works/PublicWorks.html for more information. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work provided at the time of bid. If awarded a contract, the bidder and its subcontractors, at all tiers, shall maintain active registration with the Department of Industrial Relations for the duration of the project. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

    (B) **Joint Apprenticeship Committee Participation Requirement**
    It is a County policy that, in order to be deemed a responsive bidder, the bidder must participate in a joint apprenticeship committee. The California Department of Industrial Relations defines a joint apprenticeship committee as a committee made up of equal number of members from labor and management. **Bidders must submit with their bid**

a completed California Department of Industrial Relations' DAS-7 form that documents the bidder's participation in a joint apprenticeship committee. Bids that are not accompanied by such proof of participation will be rejected. The County will verify participation prior to the award.

14. All questions regarding Plans and Specifications and Interpretations or Clarifications for this Invitation for Bid must be entered electronically through the County's electronic solicitation system, **BidSync** at https://www.BidSync.com. The County Project Manager will respond to all Contractor questions through the BidSync Question and Answer section on this website. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered in BidSync or by formal written Addenda posted in BidSync will be binding. Oral and other interpretations or clarifications will be without legal effect.

15. Addenda may also be issued to modify the Bidding Documents as deemed necessary by the County and consultants.

16. Addenda shall be acknowledged on Bid Form by number and shall be part of Contract Documents. Contractor shall be responsible for obtaining all addenda published and complete listing of Addenda may be secured from the Project Manager.

17. Substitutions: Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Contractors and materials suppliers may submit requests for substitutions up to thirty-five (35) days following the Notice of Award.

    (A) Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project (see Specification Section 01 25 00 for criteria). Insufficient information shall be ground for rejection of substitution.

    (B) Substitutions may be requested after Contract is signed in accordance with requirements specified in Document 00 70 00 General Conditions and Specifications Section 01 25 00.

    (C) Substitutions may not be requested between bid opening and issuance of the Notice of Award.

18. Bids will be received at County of Yolo, County Administrator's Office Room 202, Woodland, CA 95695 by the County and/or Project Manager who will receive them and time/date them. Bids submitted by mail must be received prior to the opening of bids; The County will not be held responsible for the failure of delivery.

    (A) Envelopes or boxes must be sealed, and marked with name and address of the Bidder, and addressed to:

Yolo County, County Administrators Office
625 Court Street, Room 202
Woodland, CA 95695

(B) Mark envelopes:

Yolo Branch Library

(C) Envelopes must be submitted by date and time shown in Document 00 12 00, Notice to Bidders.

(D) Bids must contain the following, fully executed documents:

1) Document 00 41 00 Bid Form: Must be filled in and signed by Bidder.

2) Cash, Cashier's Check, Certified Check, or Document 00 42 00 County of Yolo Bidder's Bond: If submitted, Document 00 42 00 is to be executed by Bidder and its surety.

3) Document 00 43 00 Subcontractors List: If Bidder intends to employ sub-contractors, it is necessary to furnish information required on this form, in accordance with instructions contained herein. It is acceptable for the bidder to provide the city and state only on bid day and within 24 hours of the bid due date provide the mailing addresses & phone numbers."

4) Document 00 45 00 Bidder Information Sheet

5) Document 00 45 10 Non-collusion Affidavit: To be subscribed and sworn before a notary public.

19. Envelopes will be opened in public following receipt of bids after **2:05 pm on Thursday, June 24, 2021,** in the Atrium Training Room of the Erwin Meier Administration Building, 625 Court Street, Woodland, CA.

20. The following documents are to be executed and submitted by apparent low Bidder after Bids have been opened and duly inspected. Failure to properly and timely submit these documents entitles The County to reject the bid as non-responsive.

(A) Submit the following documents to the Project Manager by 5:00 p.m. of the TENTH business day following opening and inspection of bids.

1) Insurance Certificates and Endorsements required by Document 00 70 00 General Conditions Article 2

(B) Submit the following documents to the Project Manager by 5:00 p.m. of the TENTH business day following NOTICE OF AWARD. Award of contract depends upon approval of State Department of Finance, Insurance Certificates and Endorsements, Document 00450 Contractor Information Form, and any required safety submittals.

1) Document 00 52 00 Agreement: To be executed by successful Bidder. Submit two

(2) copies, each bearing an original signature.

2) Document 00 61 00 Performance Bond: To be executed by successful Bidder and surety.

3) Document 00 62 00 Payment Bond: To be executed by successful bidder and surety.

(C) The apparent low Bidder and each of its subcontractors who employ workers in any apprentice able craft or trade, shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices, pursuant to section 1777.5 of the California Labor Code.

21. Any bid protest must be submitted in writing to the Project Manager, before 5 p.m. of the FIFTH business day following bid opening.

(A) The initial protest document must contain a complete statement of the basis for the protest.

(B) The protest must refer to the specific portions of all documents, which form the basis for the protest.

(C) The protest must include the name, address and telephone number of the person representing the protesting party.

(D) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

(E) The County will issue a decision on the protest. If the County determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract award.

(F) The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

22. The County reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if The County believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The County. The County also reserves the right to waive

inconsequential deviations not involving price, time or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.

23. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.

24. In evaluating Bids, The County will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The County may conduct such investigations as The County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to The County's satisfaction within the prescribed time.

25. If the contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder and Base Bid. The award of the Contract will be subject to availability of funds and approval of Department of Financing per SB863 Lease Revenue Bond Financing requirements.

26. Special attention is directed to contractors for **Covid-19** precautions and requirements during construction. Refer to Section 01 10 00 Summary of Work for description of minimum requirements.

27. Special Requirements:

    A. The Contractor’s workers and equipment shall be limited to the work areas as designated by this contract. In the event the Contractor, his/her employees, or subcontractors fail to adhere to the County’s security provisions, the County has the right to deny access to the work site to that employee or subcontractor without an extension of time being granted to the Contractor.

    B. No smoking shall be allowed on construction site per County’s policy.

SECTION 00 41 00

BID FORM
Project: Yolo Branch Library, 37750 Sacramento Street, Yolo, California

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Yolo ("The County") in the form included in the Contract Documents, Document 00 52 00 Contract, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents and the Notice to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00200 Instructions to Bidders, within ten (10) calendar days after receipt of the County's Notice of Award.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Date	Number
_____	_____
_____	_____
_____	_____
_____	_____

   (b) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

   (c) Bidder has examined thoroughly and understood all reports, drawings and/or reports, available for Bidding purposes and accepts the determination set forth in these documents and Document 00700 General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so

identified, Bidder does not and shall not rely on any other information contained in such reports and drawings.

(d) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 3(c) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

(e) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;

(f) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

(continued on next page)

Base Bid Total Price for the Yolo Branch Library Project

$_____

(written) **Dollars**

Enclosed find Bidder's Bond, certified check or cashier's check No._____of the

_____(Company/Bank), for $_____.

Dated this_____day of_____, 2021

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.

6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening (to accommodate State financing process).

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.

8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.

10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Contract).

11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Agreement).

12. The undersigned herewith encloses the completed Non-Collusion Affidavit – 00 45 10.

13. The undersigned herewith encloses the completed DAS Form 7 – 00 45 26.

14. The names of all persons interested in the foregoing Bid as principals are:

_____

_____

_____

_____

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

Name of Bidder: _____
Legal Name of Corporation or Firm

CA Contractor's License No. _____

DIR Registration No. _____

Business Address _____

_____

Email Address _____

Telephone Number _____

Date of Bid _____

_____
Signature of Bidder (Authorized to sign contracts on behalf of the Corporation or Firm)

_____
Printed Name

_____
Title

SECTION 00 42 00

COUNTY OF YOLO BIDDER'S BOND

We, _____ as Principal, and

_____ as Surety, are bound unto THE COUNTY OF YOLO as Owner (Obligee), in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for the **Yolo Branch Library** for which bids are to be opened in public in the Erwin Meier Administration Building, 625 Court Street, Woodland, CA 95695.

NOW THEREFORE, if Principal is awarded the Contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance of the contract 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 remain in full force.

In the event suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including reasonable attorney's fees to be fixed by the Court.

Dated: _____ _____

_____
Principal

_____
Surety

By: _____
Attorney-in-Fact

ADDRESS OF SURETY FOR SERVICE OF NOTICE:

_____

_____

_____

NOTE: Signature of those executing for the Surety shall be properly acknowledged and accompanied by a Certificate of Acknowledgement

SECTION 00 43 00

SUBCONTRACTOR LIST
Yolo Branch Library

The General Contractor shall list below all subcontractors who will be performing categories of work in excess of one-half (1/2) of one percent (1%) of the General Contractor's total bid price. All work not covered within the following list will be performed directly by the General Contractor. (Note: All column and row spaces for each listed subcontractor shall be filled in with; Work to be Performed, Name of Subcontractor, Bid Price, DIR and CA License type(s) and Number(s), Mailing Address and Phone Number). Use additional lists as necessary. The awarded contractor will be required to fully fill in all rows and columns of this list.

WORK TO BE PERFORMED	NAME OF SUBCONTRACTOR	BID PRICE	DIR REGISTRATION NO. & CA LICENSE TYPE/ NO.	MAILING ADDRESS AND PHONE NUMBER

SECTION 00 45 10

NON-COLLUSION AFFIDAVIT

**Non-Collusion Affidavit To Be Executed
By Bidder and Submitted with Bid**

State of California)
) ss.
County of Yolo)

_____, being first duly sworn, deposes and says that he or she is

_____of_____the party making the foregoing bid that the bid is not made in the interest of, or in behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid, and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that the bidder has not in manner, directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in the bid are true; and further, that the bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid, and will not pay, any depository, or to any member or agent thereof to effectuate a collusive or sham bid.

_____ COMPANY NAME

_____ COMPANY ADDRESS

_____ SIGNATURE OF OFFICER

_____ TITLE

SECTION 00 45 26

AGREEMENT TO TRAIN APPRENTICES

DAS Form 7

Joint Apprenticeship Committee Participation Requirement

The County adopted a policy that one of requirements to be deemed a responsive bidder is that the bidder must be participating in a joint apprenticeship committee. The California Department of Industrial Relations defines a joint apprenticeship committee as a committee made up of equal number of members from labor and management. **Bidders must complete and submit the attached California Department of Industrial Relations' DAS-7 form that documents the bidder's participation in a joint apprenticeship committee.** The County will verify participation prior to the award.

AGREEMENT TO TRAIN APPRENTICES

District No. _____

DAS File No. _____

Employer ID _____

NAME OF EMPLOYER				
MAILING ADDRESS (STREET AND NUMBER)	CITY	STATE	ZIP CODE	TELEPHONE NUMBER
ADDRESS OF TRAINING LOCATION (IF DIFFERENT)				
OCCUPATION(S)				O*Net Code
NAME OF APPRENTICESHIP COMMITTEE AND STANDARDS				
AREA COVERED BY APPRENTICESHIP STANDARDS or NAME AND ADDRESS OF PROJECT				

THE OFFICIAL, whose signature follows, agrees on behalf of the above named employer to train apprentices in the designated occupation in accordance with the apprenticeship standards and apprentice agreement and to comply with the provisions thereof.

[SIGNED] **By** _____

Printed name _____

Title _____ **Date** _____

THE APPRENTICESHIP COMMITTEE accepts and approves the employer as qualified to train apprentices under its standards in the designated occupation.

[SIGNED] **By** _____

Printed name _____

Title _____ **Date** _____

Accepted:
DIVISION OF APPRENTICESHIP STANDARDS

Effective until:

☐ **Revoked**

☐ **End of Project** (Enter project name and address in Area Covered above)

☐ **Date** _____
Date

☐ **Other** _____
Specify

EFFECTIVE DATE

[SIGNED] **By** _____ **Date** _____
Apprenticeship Consultant

REMARKS:

STATE OF CALIFORNIA
DEPARTMENT OF INDUSTRIAL RELATIONS
DIVISION OF APPRENTICESHIP STANDARDS

SECTION 00 51 00

NOTICE OF AWARD

Dated: xxxxxxx, 2021

TO: xxxxxxxxxxxxxxxxxxxxxxxx
xxxxxxxxxxxxxxxxxxxxxxxxxxxx

COUNTY OF YOLO PROJECT:
Bid No. **01**

ADDRESS: xxxxxxxxxxxxxx
xxxxxxxxxxxxxx

PROJECT: YOLO BRANCH LIBRARY
37750 Sacramento Street
Yolo, CA 95697

COUNTY OF YOLO CONTRACT

CONTRACT FOR: **The Yolo Branch Library located in the Town of Yolo, California**.

The Contract Price of your contract is **xxxxxxxxxxxxxxxxxxxxxxxxxxxx** Dollars ($xxxxxxxxxxxx).

One copy of each of the proposed Contract Documents (except Drawings) accompany this Notice of Award. Drawings will be delivered electronically under separate cover.

Upon receipt of this Notice of Award, you and each of your subcontractors who employ workers in any apprenticable craft or trade, shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade for a certificate approving you and your subcontractors under the apprenticeship standards for the employment and training of apprentices, pursuant to section 1777.5 of the California Labor Code.

Upon commencement of the work, you and each of your subcontractors shall certify and make available for inspection payroll records on forms provided by the Division of Labor Standards Enforcement, pursuant to section 1776 of the California Labor Code.

You must comply with the following conditions precedent within ten calendar days of the date of this Notice of Award, that is by xxxxxxxxxxxxxxxxxxx, 2021.

1. You must deliver to The County one fully executed counterpart of the Contract (Document 00 52 00). Each of the Contract Documents must bear your signature on the cover page.

2. You must deliver to The County the Contract Performance Bond (Document 00 61 00) and Payment Bond (Document 00 62 00).

3. You must deliver to The County Certificates of Insurance for amounts specified.

Failure to comply with these conditions within the time specified will entitle The County to consider your bid abandoned, to annul this Notice of Award and to declare your Bid Security forfeited.

Within ten days after you comply with those conditions, The County will return to you one fully signed counterpart of the Contract with the Contract Documents attached.

The County of Yolo

BY: _____

Kevin Yarris
Director, General Services Department
County Administrator's Office

Authorized by:

The County of Yolo

SECTION 00 52 00

COUNTY OF YOLO, CALIFORNIA

CONSTRUCTION AGREEMENT FOR THE YOLO BRANCH LIBRARY
37750 Sacramento Street, Yolo, California
CONTRACT NO. _____

This Agreement for Construction ("Agreement") is between _____, a California Corporation ("Contractor"), and the County of Yolo ("County"), a political subdivision of the State of California.

1. SCOPE OF WORK. Contractor shall furnish all labor, services, transportation, materials, equipment, parts, and supplies necessary for **The Yolo Branch Library, 37750 Sacramento Street, Yolo, California,** in accordance with the plans and specifications.

2. CONTRACT DOCUMENTS. The documents defined as the "Contract Documents" in Section 1.12 of the General Conditions, which are incorporated as if fully set forth herein by this reference, comprise the entire Agreement between the County and Contractor concerning the above-referenced project. The documents that describe the work to be performed are sometimes collectively referred to herein as the Plans and Specifications. In the event of any conflict between any of the provisions of the Contract Documents, the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

3. CONDUCT OF WORK; CONTRACT ADMINISTRATOR. Contractor shall perform the services described in the Contract Documents in a manner that causes the least possible inconvenience to County and the public and safeguards persons and property from any dangerous activities or conditions conducted or created by Contractor. County's Manager of Facilities Services and Capital Programs shall administer this Agreement for County. County's Board of Supervisors may designate a different person to serve as Contract Administrator by giving advance written notice to Contractor.

(a) Work Schedule. Unless otherwise agreed pursuant to Section 3.01 of the General Conditions, Contractor shall begin work within ten (10) days after receiving the Contract Administrator's Notice to Proceed and shall complete the work within **360 calendar days** after receiving that notice. This work must be complete, operational, have a Temporary Occupancy Permit and be turned over to the County for its intended use for this milestone to be deemed complete. County understands the nature of weather and will allow for rain delays to the project, if applicable.

(b) Liquidated Damages. Contractor shall pay County **$2,500.00** a day liquidated damages for each day's delay (excluding Saturdays, Sundays, and County observed holidays) in completing the work beyond the time specified for completion of work. All other aspects of the payment of such damages shall be governed by Section 3.12 of the General Conditions and other relevant provisions thereof.

4. INDEMNIFICATION. Contractor's indemnity, defense, and related obligations shall be as specified in Section 00 62 10 of the Project Manual.

5. COMPENSATION. All matters of compensation shall be governed by the General Conditions, including but not limited to Article 25 thereof.

6. INSURANCE. Contractor shall maintain the following insurance while performing the services covered by this Agreement. The comprehensive general liability insurance shall include broad form property damage insurance.

(a) Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. **Commercial General Liability** Occurrence form Insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, including coverage for:

   a) Premises and Operations

   b) Products and completed Operations

   c) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage

   d) Broad Form Property Damage (including Completed Operations)

   e) Explosion, Collapse, and Underground Hazards

   f) Personal Injury Liability

   Limits of liability shall be not less than:

   $5,000,000 each occurrence (combined single limit for bodily injury and property damage)

   $5,000,000 for Personal Injury Liability

   $5,000,000 for Products Completed Operations

   $10,000,000 General Aggregate

   If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be $10,000,000.

2. **Automobile Liability** – Insurance policy (ISO CA 00 01) covering Bodily Injury, Property Damage and contractual Liability coverage for "Any Auto" which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with limits no less than $1,000,000 occurrence (per accident for bodily injury and property damage) and $2,000,000 policy aggregate.

3. **Workers' Compensation** – Statutory Limits/**Employers' Liability** – No less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** – (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Contractor's Pollution Legal Liability Insurance** – Limits of no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

(b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self insurance and shall be at least as broad as CG 20 01 04 13.

2. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy 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 Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

(c) Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

(d) During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

(e) Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement

prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

(f) Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

7. COMPLIANCE WITH LAWS. Contractor shall comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in effect when performing the services required by this Agreement, all as set forth in the General Conditions (including but not limited to Article 20 thereof).

8. INDEPENDENT CONTRACTOR. While performing the services required by this Agreement for Construction, Contractor shall act as an independent contractor, not as an employee of County, and thus shall be subject to the direction and control of County only for the final result. Contractor shall be solely responsible for paying all required employment taxes and for meeting all employment obligations related to its performance of the services, including but not limited to payment of worker's compensation, liability insurance, social security taxes (i.e., FICA), and tax withholding. Moreover, Contractor shall indemnify, defend (upon County's written request), and protect County from any liability County may incur to federal or state governments for such taxes and obligations. This Agreement does not entitle Contractor or its officers, employees, subcontractors, or agents to vacation pay, sick leave, retirement benefits, disability or unemployment insurance, or employee benefits of any kind from County.

9. INSPECTIONS. All inspections and any remedial action required in response thereto shall be governed by the General Conditions, including but not limited to Article 18 thereof.

10. PERFORMANCE BONDS. Within the time set forth in the Proposal and before performing any services pursuant to this Agreement, Contractor shall provide to County the bonds required by the General Conditions, including but not limited to Article 2 thereof. All other matters relating to bonds shall be governed by the General Conditions.

11. TERM OF AGREEMENT; EARLY TERMINATION. The term and termination of this Agreement shall be governed by the General Conditions, including but not limited to Article 27 thereof.

12. GUARANTY. Guarantees and warranties shall be governed by the General Conditions, including but not limited to Article 26 thereof.

13. AUDIT PROVISIONS. Contractor’s records which shall include but not limited to accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this contact (all the foregoing hereinafter referred to as “records”) shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County’s agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections,

examination, and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until six years after the date of final payment by County to Contractor pursuant to this Agreement.

14. MISCELLANEOUS.

(a) Notice. Except as provided in Section 6, all correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone number:

County:

Kevin Yarris
Director, General Services
120 West Main Street Suite D
Woodland, CA 95695
Telephone: (530) 406-5005

Contractor:

_____
_____
_____
Telephone: _____

If written, correspondence shall be sent by personal delivery (including overnight delivery service); by U.S. Mail, postage prepaid; or by fax during business hours. Notices must be actually received to be effective.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Interpretation and Jurisdiction. This Agreement shall be interpreted and applied in accordance with California law. The plans and specifications attached as Exhibit A are part of this Agreement. If any conflict arises between Exhibit A and the terms and conditions set forth in Sections 1 through 14 of this Agreement, then Sections 1 through 14 shall govern.

(d) Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.

(e) Assignments and subcontracts. Contractor shall not assign this Agreement. Contractor may subcontract any of the services described in Section 1 (Scope of Work) with County's prior written consent. Contractor shall require each subcontractor to agree in writing to be bound by Section 4 (Indemnification) and Section 6 (Insurance) of this Agreement. County shall consider all subcontractors to be Contractor's employees, and Contractor shall be responsible for their work.

(f) **Dispute Resolution**. Unless the General Conditions provide otherwise, if the Contract Administrator notifies Contractor that the work or any portion of it is unacceptable, then the Contract Administrator and Contractor shall meet at the Yolo County Office of County Administrator, 625 Court Street #202, Woodland, California, within five (5) days after Contractor receives the notice (excluding Saturdays, Sundays, and County observed holidays) and shall attempt in good faith to resolve their differences. Payment shall not constitute approval or acceptance of any defective work.

(g) **Integration.** This Agreement sets forth the parties' entire understanding regarding the matters set forth in Sections 1 through 14. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written Agreement approved by County's Board of Supervisors and signed by County and Contractor.

(h) **Effective date.** This Agreement shall be effective on the last date shown below.

COUNTY OF YOLO:

By: _____

Kevin Yarris
Director, General Services

CONTRACTOR:

_____

_____

By: _____
(Signature)

_____

(Print Name & Title)

_____

(Date)

APPROVED AS TO FORM
Philip J. Pogledich, Yolo County Counsel

By_____

SECTION 00 55 00

NOTICE TO PROCEED

Dated: xxxxxxxxxx, 2021

TO: xxxxxxxxxxxxxx (Contractor)

ADDRESS: xxxxxxxxxxxxx
xxxxxxxxxxxxx

RE: COUNTY OF YOLO

PROJECT: **Yolo Branch Library, Yolo, California**

BID NO. 02

CONTRACT NO. _____

CONTRACT FOR

Yolo Branch Library, 37750 Sacramento Street, Yolo, California

You are notified that the Contract Time under the above contract will commence to run on xxxxxxxxxxxxxxxxxxxx, 2021. By that date, you are to start performing your obligations under the Contract Documents. In accordance with Article 3 of the Contract (Document 00 52 00), the date of final completion 360 calendar days from the date of this notice.

THE COUNTY OF YOLO

By:_____

Kevin Yarris
Director, General Services Department
County Administrators Office

SECTION 00 61 00

COUNTY OF YOLO

PERFORMANCE BOND

(To Accompany Contract)

KNOW ALL PERSONS BY THESE PRESENTS:

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

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

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

NOW, THEREFORE, we, _____, the undersigned Contractor and _____ as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the County in the sum of _____ DOLLARS, ($_____), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one (1) year guarantee of all materials and workmanship; and shall indemnify and save harmless the County, its officials, officers, employees, and authorized volunteers, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

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

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

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

i. Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

ii. Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the County, and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term “balance of the contract price” as used in this paragraph shall mean the total amount payable to Contractor by the County under the Contract and any modification thereto, less any amount previously paid by the County to the Contractor and any other set offs pursuant to the Contract Documents.

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

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

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

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

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, we have hereunto set our hands and seals this _____ day of _____, 20___.

(Corporate Seal)

_____
Contractor/ Principal

By_____

Title_____

(Corporate Seal)

_____
Surety

By _____
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title_____

The rate of premium on this bond is _____ per thousand. The total amount of premium charges is $_____.
(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) _____
_____
_____

(Name and Address of Agent or Representative for service of process in California, if different from above) _____
_____
_____

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

SECTION 00 62 00

PAYMENT BOND

BOND NO. _____

KNOW ALL MEN BY THESE PRESENTS: That

WHEREAS, the Board of Supervisors of the County of Yolo, State of California, (hereinafter designated as "County") and _____ (hereinafter designated as "Principal") have entered into an Agreement (County Agreement No._____, dated _____, 20__) for the furnishing of all materials, labor, services and transportation, necessary, convenient, and proper to the construction of **the Yolo Branch Library**: _____, which Agreement and all of the Contract Documents attached to or forming a part of said Agreement are hereby referred to and made a part hereof; and

WHEREAS, said Principal is required under the terms of said Contract to furnish a bond to secure payment of all claims under Chapter 7 of Title 15 of Part 4 of Division 3 of the Civil Code of California and the other statutes noted below.

NOW, THEREFORE, said Principal and the undersigned _____, (hereinafter designated as "Surety"), are held and firmly bound unto the County, and unto all laborers, material men and other persons referred to in said statutes, in the sum of _____DOLLARS ($_____) (not less than 50% of the Contract price), lawful money of the United States of America, for the payment of which sum well and truly made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

The condition of this bond is that if the Principal does well and truly pay any persons named in Civil Code Section 3181, or amounts due under the Unemployment Insurance Code with respect to work or labor performed by any such claimant, or any amounts required to be deducted, withheld and paid over to the Franchise Tax Board from the wages of employees of the Principal and his subcontractors pursuant to Section 18806 of the Revenue and Taxation Code with respect to such work and labor, pay all such persons and amounts, then this obligation shall become null and void; otherwise it shall be and remain in full force, virtue and effect.

If the said Principal or any of his or its subcontractors, or the heirs, executors, administrators, successors, or assigns of any, all or either of them, shall fail to well and truly pay any such persons or amounts then the Surety shall promptly pay the County the sum stated above. Surety, for value received, hereby expressly acknowledges and agrees that no change, extension of time, forbearance or waiver, prepayment or delay in payment, alteration or addition to the terms of the Contract Documents, whether by virtue of the provisions for modifications contained therein or by separate Agreement between the Principal and the County, shall in any manner affect its obligations on this Agreement, and said Surety hereby expressly waives notice of and consents to any such change, forbearance or waiver, extension of time, prepayment or delay in payment, alteration or addition.

Death of the Principal shall not relieve Surety of its obligations hereunder.

This bond shall inure to the benefit of any of the persons named in the above referenced statutes so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

In the event suit is brought upon this bond by County and judgment is recovered, the Surety shall pay all costs incurred by County in such suit, including a reasonable attorney fees to be fixed by the court.

IN WITNESS WHEREOF, two identical counterparts of this instrument, each of which shall for all purposes be deemed an original thereof, have been duly executed by Principal and Surety above named, on the ____ day of _____, 2021.

_____ (SEAL)
Principal

By: _____
Principal's Representative

_____
Principal's Address

_____
City, State, Zip

_____ (SEAL)
Surety

By: _____
Surety's Representative

_____
Surety's Address

_____
City, State, Zip

_____
Telephone Number

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

State of California
County of _____

On _____ before me, (here insert name and title of the officer),
_____personally appeared 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 as the Attorney In Fact of _____ ("Surety") 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.

_____
Printed Name

_____
Signature of Notary

My Commission Expires

(Seal)

_____

INDEMNIFICATION

Contractor shall pay the cost of defense, indemnify, and save harmless the County of Yolo and all its officers, agents and employers from any and all claims, demands, damages, costs expenses, injury and liability of every kind, nature and description, arising or alleged to have arisen directly or indirectly from the performance or attempted performance of the Agreement for Construction of the Work, or from the nature of the Work, or by products, materials or equipment installed in or used on the Work, howsoever the same may be caused, without set off due to the Contractor's right, if any, to apportionment between joint tortfeasors.

This indemnity obligation extends to, but is not limited to, all acts, errors, omissions, and active and/or passive negligence by the Contractor, all subcontractors, all material suppliers, and their officers, employees, agents, or subcontractors, and includes all acts, errors, omissions, and active and/or passive negligence alleged to be joint or concurrent by them and the County or any of its officers, employees, agents, independent contractors or consultants, save only liability caused exclusively by the sole negligence, willful misconduct or defects in design provided by the County or its officers, employees, agents or independent contractors (other than the Prime Contractor) who are directly responsible to the County.

This indemnity obligation expressly extends to and includes, but is not limited to any and all claims, demands, damages, costs, expenses, or liability occasioned as a result of damages to the work, the Site or improvements thereon, or to adjacent property; and for injuries occurring after completion of the Work, as well as during the progress of the Work; and as a result of the violation of any provision of Federal or State law; and for inverse condemnation or equitable relief; and occasioned by personal and/or bodily injury to or death of any person, or any damage to property owned by any person while on or about the premises by right or not, whenever the work is alleged to have been a contributing cause in any degree whatsoever.

Nothing contained in this indemnity provision shall be construed to require the Contractor to indemnify the County in contravention of Section 2782 of the Civil Code. Contractor’s responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, the Contractor shall use counsel reasonably acceptable to the County.

AGREEMENT/ACKNOWLEDGMENT

Contractor agrees that he/she has read and agrees to the indemnification clause as written above.

_____	_____	_____
Date	Authorized Representative	Title

GENERAL CONDITIONS

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GENERAL CONDITIONS

ARTICLE 1.

DEFINITIONS AND PRINCIPLES OF INTERPRETATION

Section 1.01. DEFINED TERMS.

Whenever the following terms, titles, or phrases are used in the Contract Documents, the intent and meaning thereof shall be as defined in this Article.

Section 1.02. ADDENDUM/ADDENDA.

"Addendum" or "Addenda" are written documents furnished by the County before Award of the Contract which interpret Drawings and/or Specifications or answer questions of intended bidders and shall be incorporated in and are a part of the Contract Documents.

Section 1.03. AGREEMENT FOR CONSTRUCTION.

The "Agreement for Construction" is the written contract between the County and the Contractor by which the Contractor agrees to perform the Work necessary for full completion of the Project as intended, or the portions of the Project incorporated into the Contract. The Agreement for Construction includes the Contract Documents.

Section 1.04. ALLOWANCE.

An "Allowance" is the County's monetary and/or quantity estimate for equipment, materials, or work, the quantity and/or quality of which the County has not determined at the time of the Award of the Contract. The Contractor's bid includes all specified allowances, if any. "Allowance" also includes the contingency allowance specified to be included in the Contractor's bid, if any.

Section 1.05. AWARD OF CONTRACT; DATE.

The "Award of the Contract" is the action by the General Services Department of the County to execute the Agreement for Construction with the lowest responsible bidder and constitutes the County's acceptance of the Bid offer.

The Award of the Contract occurs after the County has determined which bid alternates, if any, are to be included in the Work, and has determined whether the apparent low bidder for the Work, including such alternates, is the lowest responsible bidder.

The date of the Award of the Contract is the date the General Services Department acts to authorize execution of the Agreement for Construction by the County, even though actual execution of the Agreement by the County does not occur until the Contractor submits the bonds and insurance certifications required by Article 2.

Section 1.06. BID.

The "Bid" shall mean the offer of the bidder to do the Work, when submitted on the prescribed bid form, duly executed and bonded. After Award of the Agreement for Construction by the County to the lowest responsible bidder, "Bid" shall mean the Contract Price.

Section 1.07. BOARD OF SUPERVISORS/COUNTY ADMINISTRATIVE OFFICER.

"Board of Supervisors" shall mean the duly elected officials constituting the Yolo County Board of Supervisors.

"County Administrative Officer" (CAO) is the chief executive officer of the County and reports to the Board of Supervisors.

Section 1.08. CERTIFICATION.

When used in the context of required submittals regarding quality assurance, "Certification" shall be the verification required from recognized producers or associations attesting to a product's compliance with the Contract Documents. Examples include Underwriters Laboratory ("UL") listings.

Section 1.09. CHANGE ORDER.

A "Change Order" is a written order from the County to the Contractor authorizing an addition, deletion, or revision in the Scope of the Work, and/or an adjustment in the Contract price or Contract Time, issued after the execution of the Agreement for Construction.

Section 1.10. CLARIFICATIONS.

"Clarifications" are supplementary explanations, interpretations, instructions, and/or drawings issued by the Contract Administrator to further define the intent of the Contract Documents, pursuant to Article 4 of the General Conditions and procedures developed by the Contract Administrator pursuant thereto.

Clarifications involve no change in the Scope, Price or Time of the Agreement for Construction.

Section 1.11. CONTRACT ADMINISTRATOR/PROJECT MANAGER.

See Section 3(a) of the Agreement for Construction.

Section 1.12. CONTRACT DOCUMENTS/PROJECT MANUAL.

The "Contract Documents" shall include the Bid Proposal; the Designation of Subcontractors; the Agreement for Construction; the Bonds required thereby; these General Conditions; the Supplementary Conditions, if any; Division 00 Bidding and Contracting Requirements; the Technical Specifications; all Documents comprising the bidding package; the Contract Drawings, (collectively referred to as "Project Manual"); all duly issued Addenda, Clarifications, Field Orders, and Work Authorizations; Change Orders; Supplemental Drawings; Contractor's Submittals approved pursuant to Articles 3 and/or 5 hereof, and the Contractor's Guarantee and Bonds. The Contract Documents comprise the "Agreement for Construction."

Section 1.13. CONTRACT DRAWINGS.

The "Contract Drawings" or "Drawings" shall mean the working drawings of the Work approved by the Board of Supervisors for the receipt of bids, plus all supplemental drawings approved by the County as Addenda or Clarifications, or reproductions thereof, which show the location, character, dimensions, and details of the Work to be done, and which are part of the Agreement for Construction.

Section 1.14. CONTRACT PRICE.

The "Contract Price" is the total consideration for which the contractor agrees to perform the Work

to produce a fully complete Project as intended by, and in accordance with, the Contract Documents. Unless modified by a duly issued Change Order, the Contract Price is the Contractor's Bid.

Section 1.15. CONTRACT TIME.

The "Contract Time" is the time specified in the agreement for Construction within which Contractor shall fully complete the Project in accordance with the Agreement for Construction. The Contract Time may be changed only by a Change Order duly issued by the Board of Supervisors. Contract Time begins with the date of the Notice to Proceed and ends with acceptance of project work completion by the County. The number of days included in the agreement form includes the estimated number of construction days required and not the 35 days allowed for initial submittals and the 21 days allowed for County review of those submittals.

Section 1.16. CONTRACTOR; PRIME CONTRACTOR.

"Contractor" and "Prime Contractor" shall mean the person or persons, co-partnership or corporation, or his or their legal representatives, or successors, assigns, executors, or heirs, who have entered into the Agreement for Construction with the County of Yolo.

Section 1.17. COUNTY.

"County" shall mean the County of Yolo, a political subdivision of the State of California.

Section 1.18. COUNTY INSPECTOR.

The "County Inspector" is the person(s) and/or firm(s), if any, employed or engaged as (an) independent contractor(s) by the County to inspect the performance of the Work by the Contractor for compliance with the Contract Documents. The County Inspector is supervised by and reports to the Contract Administrator. The authority of the County Inspector is limited to that specified in the Contract Documents, and no additional authority has been granted nor shall be inferred.

The Project Manager performs the duties of the County Inspector unless a separate person or firm is engaged as County Inspector.

Section 1.19. DAY/HOLIDAY; WORKING DAY; COUNTING DAYS.

A "day" shall mean a calendar day of 24 hours, including each and every day of the year.

A "working day" is Monday through Friday, but shall exclude "holidays" established by the Sacramento Builders' Exchange.

Unless specified as being working days, all references herein to the number of days within which an action is to occur shall mean calendar days.

In computing working days or calendar days, the first day is excluded and the last day is included, unless it is a Saturday, Sunday, or holiday.

Section 1.20. DIVISION 1.

"Division 1" of the Technical Specifications sets forth general procedures by which the Contractor complies with the requirements of the Contract Documents.

Division 1 is intended to supplement, not supersede or prevail over, the requirements of the General Conditions, Supplementary Conditions, or remaining divisions of the Technical Specifications. Thus, in the

event of a conflict between the requirements of Division 1 and other portions of the Contract Documents, the Contractor shall notify the Contract Administrator of the claimed discrepancy, and the Contract Administrator shall issue a Clarification correcting the discrepancy. The Contractor shall follow such written instructions.

Section 1.21. MATERIALS.

"Materials" shall include all building materials, articles, supplies, and equipment delivered to the Site for incorporation in the Work. "Materials" includes everything incorporated into the work except personal services and labor, unless otherwise noted.

"Equipment" shall mean all pre-manufactured or partially pre-assembled products or components, assembled or partially assembled before delivery to the Site, and intended for incorporation into the Work.

Section 1.22. NOTICE OF CESSATION OF WORK.

A "Notice of Cessation of Work" is a notice containing the information required by Civil Code Section 3092, recorded in the Yolo County Recorder's Office, indicating that there has been a continuous cessation of labor on the Work of the Agreement for Construction for at least thirty (30) days prior to recordation of the Notice. The Notice shall specify the date on or about when the cessation of labor commenced.

Section 1.23. NOTICE OF COMPLETION.

A "Notice of Completion" is a notice containing the information required by Civil Code Section 3093, recorded in the Yolo County Recorder's Office, indicating that the Work of the Agreement for Construction has been accepted by the County.

Section 1.24. PROGRAM MANAGER.

If assigned by the Contract Administrator, "the Program Manager" is that County official responsible for team leadership in coordinating departmental program requirements; for preparation of the statement of project objectives; for presenting project objectives to the County Administrator and Board of Supervisors; for heading the design team (for designated projects); for arranging project financing; for maintaining program oversight during the bidding and construction phases; and for providing joint progress reports, with the Contract Administrator, to the Board of Supervisors. The program manager represents the County to State and/or Federal program offices sponsoring the project. In the absence of an assigned program manager, the Director of General Services shall discharge these duties.

Section 1.25. PROJECT.

The "Project" is the total construction, of which the Work performed under the Agreement for Construction is the whole unless the Contract Documents specifically note to the contrary.

Unless so noted, the terms "Project" and "Work" are synonymous.

Section 1.26. PROJECT ARCHITECT/ENGINEER/CONSULTANT.

The "Project Engineer" is the firm employed or engaged as an independent contractor by the County to design the Project, and all sub-consultants or joint ventures of the Project Engineer. The authority of the Project Engineer to bind the County is limited to that authority specified in the Contract Documents, and no additional authority has been granted nor shall be inferred.

The Project Engineer advises the Contract Administrator in all aspects of the construction phase of the Project. His/Her functions include advice and assistance to the Contract Administrator in the correct interpretation and application of the Contract Documents. However, the Contract Administrator or his/her designate is the County's representative on the Project, not the Project Engineer. The Project Engineer is not authorized independently to issue Addenda, Clarifications, Field Orders, Work Authorizations, or Change Orders, or in any other way to bind the County in discussions with the Contractor.

The Contractor shall deliver all correspondence relating to the proper execution of the Work to the Contract Administrator, with a copy delivered to the Project Engineer. The Contract Administrator reserves the right to consult with the Project Engineer prior to responding to the Contractor's correspondence.

When discussions between the Contractor and the Contract Administrator occur either on the Site or elsewhere, but the Project Engineer is not present, the Contract Administrator reserves the right to consult with the Project Engineer prior to issuing his final decision or instruction.

See Division 1, Section 01 10 00 – County Personnel for details.

Section 1.27. REFERENCE TO CODES.

Unless otherwise noted, all references to statutes are to the law of the State of California as codified in the various specified codes.

Section 1.28. SITE.

"Site" is the area designated in the Contract Documents within which the Project is to be constructed.

Site for this purpose includes the area where Work on utility systems for the Project is to be performed by the Contractor under the Agreement for Construction, even though such areas may be designated as "off-site" on the Contract Drawings.

Section 1.29. SPECIFICATIONS.

"Specifications" shall mean the Technical Specifications portions of the Project Manual consisting of the Division 1 requirements and subsequent Divisions regarding qualities of materials and/or methods of workmanship to be furnished under the Contract. Specifications are organized into divisions, sections, and articles to enable grouping of the various portions of the Work into logical format, but this organization does not in any way restrict the Contractor in dividing the Work among subcontractors, or in establishing the extent of the Work to be performed by any trade.

Section l.30. SUBCONTRACTOR.

Unless other specified, "subcontractor" refers to all contractors doing any work on the Project, including first, second, and subsequent tier contractors, excluding only the Prime Contractor.

Section 1.31. SUBMITTALS.

As used in Articles 3 and 5 hereof, "submittals" shall mean shop drawings, product data, and samples, as defined below:

A. Shop Drawings are drawings, diagrams, schedules and other data specifically prepared for the Work by the Contractor or any subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work, and/or the method of installation of Materials.

B. Product Data are illustrations, standard schedules, performance charts, certifications, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate a material, product or system for some portion of the Work.

C. Samples are physical examples that illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

See Division 1, Section 01340 for details.

As used elsewhere herein, "submittals" is a general term including all information, certifications, data or samples required to be delivered by the Contractor to the County.

Section 1.32. SUPPLEMENTAL CONDITIONS.

The "Supplementary Conditions" are specific clauses in the Project Manual setting forth conditions or requirements peculiar to the Work, and supplementary to the General Conditions.

Section 1.33. WORK/NOTICE TO PROCEED.

The "Work" is the completed construction required by the Contract Documents to perform the Agreement for Construction fully and completely, and includes all labor necessary to produce such construction, and all materials and equipment incorporated or to be incorporated in such construction.

Unless specifically noted in the contract Documents as not included in the Agreement for Construction, "work" includes all construction necessary to fully complete the Project as intended, including all bid alternates selected by the County for inclusion in the Work.

Unless so noted, the terms "Work" and "Project" are synonymous.

The Work shall commence upon issuance by the County of a Notice to Proceed so authorizing.

Section 1.34. WORK AUTHORIZATIONS.

"Work authorizations" are written orders to the Contractor, which amend the Contract Documents as described, and authorize the Contractor to proceed with the Work noted therein. Pursuant to Section 17.03 hereof, Work Authorizations may be cumulated into periodic Change Orders to adjust the Contract Price and/or Time, upon verification by the Contractor of the actual cost and delay, if any, caused by the Work Authorization.

ARTICLE 2.

BONDS; INDEMNIFICATION; INSURANCE

Section 2.01. BONDS; SUBMITTALS.

Within ten (10) calendar days following the Award of the Contract, and before the County will execute the Agreement for Construction, the Contractor to whom the Contract is awarded shall obtain and submit to the County bonds as set forth below in Sections 2.02 and 2.03. The Contractor is advised that a copy of the Power of Attorney authorizing execution of the bonds on behalf of the corporate surety must be filed with the Yolo County Clerk prior to approval of the bonds by the County.

Provision of the bonds required by Sections 2.02 and 2.03, and the insurance certificate required by Section 2.07 is a condition precedent to the Contractor's rights on the Agreement for Construction and a material covenant thereof.

Section 2.02. PERFORMANCE BOND.

The Contractor shall submit a faithful performance bond on the form provided with the Instructions to Bidders, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to the county, conditioned upon the faithful performance by the contractor of all requirements of the Contract Documents. The amount of said bond shall be in a sum no less than One-Hundred Percent (100%) of the total Contract Price.

Section 2.03. LABOR AND MATERIALS PAYMENT BOND.

The Contractor shall submit a payment bond on the form provided with the Instructions to Bidders, duly executed by a responsible corporate surety authorized to do business in the State of California and acceptable to the County, which in all respects complies with Civil Code Section 9550 and following. This bond, hereinafter referred to as a "Payment Bond", shall be in a sum no less than One-Hundred Percent (100%) of the total Contract Price.

Section 2.04. CONTRACT BOND.

Prior to final payment as provided in Article 26, Contractor shall furnish a bond issued by a responsible corporate surety licensed to do business in the State of California in a form provided or approved by the County, and securing the performance by Contractor of his obligation undertaken by virtue of the guarantees required by Article 26. Such bond shall remain in full force and effect for a period of no less than one (1) year from and after recordation by the County of a Notice of Completion or a Notice of Cessation of Work, and shall be in a sum no less than ten (10%) percent of the total amount of the final Contract Price. In lieu of such bond, the Contractor may submit a certified or cashier's check, cash, or an irrevocable, unconditional letter of credit in a form acceptable to County, or may extend the final withhold account on terms and conditions acceptable to the county to secure performance of Contractor's obligations on the guarantee.

Section 2.05. INDEMNIFICATION.

Except to the extent that specific indemnity provisions of these General Conditions may apply, Contractor’s indemnity, defense, and related obligations shall be as specified in Section 00 62 10 of the Project Manual.

Nothing contained in the indemnity provisions of the Agreement for Construction shall be construed to require the Contractor to indemnify the County in contravention of Section 2782 of the Civil Code.

Section 2.06. INDEMNIFICATION OF ADJACENT PROPERTY OWNERS.

In the event the Contractor enters any agreement with the owners of any property adjacent to the Site and enters upon such property for the purpose of performing the Work, the Contractor shall fully indemnify, defend and save harmless such person, firm, or corporation, State or other governmental agency which owns or has any interest in such adjacent property. The form and content of such indemnification agreement shall be approved by County prior to commencement of the Work on or about such property. Contractor also shall indemnify the County as provided in Section 15.06.

Section 2.07. INSURANCE; SUBMITTALS.

The Contractor shall obtain, at its sole cost and expense, all insurance specified in the Agreement for Construction, and shall require all subcontractors to maintain insurance as specified therein. Continued maintenance of such insurance is a material covenant of the Agreement for Construction.

In addition to the submittals required by the Agreement for Construction, the County reserves the right to examine the insurance policies referenced in any such Certificate at any time, before or after issuance of the Notice to Proceed. Issuance of the Notice to Proceed shall not constitute a waiver of the County's right strictly to enforce the requirements of this Article.

The Contractor shall submit photocopies of its insurance and/or subcontractors' insurance policies when requested by the Contract Administrator.

Section 2.08. CONTRACTOR'S INSURANCE REQUIREMENTS.

Consistent with the Agreement for Construction, Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors. Any deviation from the required coverage specified in the Agreement for Construction must be approved by the County prior to the commencement of the work.

Section 2.09. SUBCONTRACTORS' INSURANCE.

Subcontractors

A. **Insurance Coverage Requirements**. 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 in the Agreement for Construction and herein.

B. **(Reserved)**

C. **Contractor Responsibilities.** It shall be the responsibility of the Contractor to certify that all subcontractors (including lower-tier subcontractors) comply with these provisions, and to enforce their continued compliance through out the progress of the Work. The submittals required to demonstrate initial compliance with this Section are specified in Section 3.02 hereof. Thereafter, the Contractor shall submit a certification to the required subcontractor's insurance when requested by the Contract Administrator. In lieu of the above the contractor can name all subcontractors on its policy as additional insured as approved by the County.

Section 2.10. WORKERS' COMPENSATION AND EMPLOYEES' LIABILITY INSURANCE

In accordance with Section 3700 of the Labor Code, the Contractor, and each subcontractor, shall secure the payment of workers' compensation to its employees as specified in the Agreement for Construction.

In the event that there is any employee working on the Project who is not protected under the Workers' Compensation statute for any reason, including because he is engaged in hazardous work, the Contractor shall provide, and shall cause each subcontractor to provide, adequate insurance for the protection of such employee. Such insurance shall comply with all requirements of the Labor Code.

Section 2.11. POSTING AT SITE.

The Contractor shall post, and cause all subcontractors to post, in a conspicuous place on the Project Site, a statement as required by Labor Code Section 3550, stating the name of the employer's compensation insurance carrier or that the employer is self-insured, and who is responsible for claims adjustment.

Section 2.12. EFFECTIVE DATE OF POLICIES.

The insurance required by this Article shall be in full force and effect at all times during prosecution of the Work and until the final completion and acceptance thereof by County, and every policy shall state that it shall not be assigned, canceled or reduced in coverage without thirty (30) days' prior written notice to County.

ARTICLE 3.

INITIAL SUBMITTALS AND TIME OF WORK

Section 3.01. PROGRESS SCHEDULE AND SCHEDULE OF VALUES.

A. **Progress Schedule**. No later than thirty-five (35) calendar days following the Award of the Contract by the County and before issuance of a Notice to Proceed, the Contractor shall submit to the Contract Administrator a schedule showing the date on which work will commence on each part or class of the Work described with reference to the Divisions in the Technical Specifications and the responsible subcontractor(s); estimated dates of completion of such parts or classes; the working days proposed for work, and the approximate percentage of Work scheduled for completion at any time. Critical path sequencing items shall be identified. The Progress Schedule shall be practicable and consistent with the time requirements of the Agreement.

When requested by the Contract Administrator, or when the Contractor requests a Contract Time Extension Change Order, the Contractor shall submit a revised Progress Schedule showing changes to the originally approved Schedule necessary to complete the Work within the requested Contract Time.

B. **Schedule of Values**. Simultaneously with the Progress schedule, the Contractor shall submit a Schedule of Values, showing a breakdown of the Contract Price with reference to the parts or classes or work shown on the Progress Schedule, and with reference to the Divisions in the Technical Specifications.

This schedule shall include products and materials allocated to each Allowance specified by the Contract Documents.

When requested by the Contract Administrator, or when the Contractor requests a Contract Price adjustment, the Contractor shall submit a revised Schedule of Values incorporating the requested Price adjustment(s).

Section 3.02. INITIAL SUBMITTALS.

No later than thirty-five (35) calendar days after the Award of the Contract by the County, and before issuance of a Notice to Proceed, the Contractor shall make the following initial submittals:

A. **Schedule of Unavailable Materials**: A schedule showing any materials called for in the Contract Documents which are not obtainable for installation in the Project within the time limits set forth in the Progress Schedule, and the reasons known to Contractor for the unavailability.

The schedule shall detail Contractor's efforts to obtain the materials in question.

B. **Schedule of Substitutions**: Contractor shall submit a schedule of all proposed Substitutions. The request for Substitutions shall in all respects comply with Article 7 of these General Conditions and shall include all requests for Substitutions of "an equal" item as defined by Public Contracts Code Section 3400 and Sections 7.02 and 7.03 hereof.

Failure to indicate such requested Substitutions on this schedule shall be deemed a waiver of the request for Substitution.

C. **Schedule of Items Requiring Long Order Lead Time**: Contractor shall submit a schedule of all materials, the delivery of which will require more than 50% of the total Contract Time. The dates

shown on this schedule shall be consistent with the Progress Schedule, and the Schedule shall specify the dates of order and expected delivery dates for the specified materials.

D. **Subcontractor Insurance**:

1. **First-Tier Subcontractors:** The Contractor shall submit certificates of insurance for liability and workers' compensation insurance for all first-tier subcontractors, as required by Article 2 hereof. The County reserves the right to examine copies of the subcontractors' insurance policies.

2. **Lower-Tier Subcontractors**: If requested by the Contract Administrator, Contractor shall submit certificates of liability and workers' compensation insurance for any or all lower-tier subcontractors. The County reserves the right to examine copies of the lower-tier subcontractors' insurance policies.

E. **Subcontractors: Allocation of Work**: Contractor shall submit a chart showing all first and lower-tier subcontractors, and the contractual relationships between them, and identifying the Work to be done by each.

F. **Schedule of Submittal Dates**: Contractor shall submit a schedule indicating the dates upon which all required submittals will be submitted. Such schedules shall conform to Section 5.02 of the General Conditions, and Section 01340 of Division 1, and shall include all submittals required by Divisions 2-16.

Section 3.03. APPROVAL OF INITIAL SUBMITTALS; EFFECT.

Prior to issuance of a Notice to Proceed, the Contract Administrator shall act upon the initial submittals required by Section 3.02.

The time for the Contract Administrator's action shall be twenty-one (21) days or less, from the date Contractor delivers submittals that conform to the Contract Documents.

In the event the Contract Administrator rejects an initial submittal, the Contractor shall not be entitled to any Contract Time extension on account of delay associated with re-submittal and re-approval. The County reserves the right to reject initial submittals in whole or in part, and the Contractor shall correct the submittal to comply with the Specifications and any requirements noted by the Contract Administrator in rejecting the submittal before issuance of a Notice to Proceed.

Once approved, all initial submittals shall be incorporated as part of the Agreement and Contractor shall comply therewith. The Contract Administrator is authorized to approve revisions to the Progress Schedule or Schedule of Values as required to incorporate approved changes in the Contract Time or Price.

Failure to meet the approved Progress Schedule is grounds for withholding Progress Payments pursuant to Article 23.

Section 3.04. COMMENCEMENT AND PROSECUTION OF WORK.

The Contractor shall not commence nor allow any subcontractor to commence work before receiving a Notice to Proceed from the County, specifying the day work is to commence. The Contractor shall commence work on such day, and shall prosecute the Work diligently to completion thereafter, at a rate that meets or exceeds the approved Progress Schedule.

Section 3.05. OTHER SUBMITTALS.
The Contractor shall make all submittals specified by the Technical Specifications for all Work to be done in the first ninety (90) days after issuance of the Notice to Proceed.

Section 3.06. TIME OF ESSENCE.

Time is of the essence of the Agreement for Construction.

Section 3.07. DATE OF COMPLETION.

The Contractor obligates himself to make the whole Work fully complete and satisfactory on or before the completion date specified in Section 2 of the Agreement for Construction, plus any Contract Time extensions approved by Change Order. The date of completion is the date of recordation of the Notice of Completion pursuant to Section 25.04; provided, however, that the date of completion for purposes of determining whether the Contractor has completed the Work within the time required by the Agreement for Construction shall be deemed to be the date the Contractor filed the "Contractor's Request for Final Payment" pursuant to Section 25.01 if, and only if, the Work was in fact fully complete and in full conformity with the Contract Documents when the Contractor's request was filed.

Section 3.08. EXTENSION OF TIME; UNAVOIDABLE DELAYS.

The Contractor shall not be granted a Contract Extension except on the issuance of a Change Order by the Board of Supervisors, upon a finding that the delay in completion was unavoidable.

Delays in prosecution of parts or classes of the Work that are not demonstrated to prevent or delay completion of the entire Project within the Contract Time are not "unavoidable delays" for purposes of this section.

In all cases, the time authorized for extension of the Contract Time shall be no greater than the number of days directly attributable to the unavoidable delay which caused delay in the completion of the Project. "Unavoidable delay" for this purpose shall be defined as follows:

A. **Unavailable Materials.** That materials or articles called for in the Contract Documents are not obtainable within the time required for timely completion; provided that such materials or articles were listed by the Contractor in the schedule required by Section 3.02 hereinabove; that the Contractor demonstrates that the unavailability of the materials is in fact the cause for the delay, and could not have been cured by adjusting the Progress Schedule; and that the unavailability of such materials is due to circumstances beyond the Contractor's control. If good cause for a delay is demonstrated pursuant to this subsection, the County, at its sole discretion, may grant a time extension or apply Section 17.09 hereof.

B. **Force Majeure**. That delays in construction have resulted from circumstances beyond the control of the Contractor and which the Contractor could not have provided against by the exercise of reasonable care, prudence, foresight, and diligence. Unavoidable delays within the meaning of this subparagraph shall be those caused by acts of neglect of the County or its officers, agents, or employees; by acts of God, war, insurrection, civil disorder, fire, floods, epidemic, or strikes.

C. **Unseasonable Weather**. An extension of time may be granted due to weather which is unsuitable for the Work currently in progress, upon the findings that the weather conditions in fact caused the delay in completion of the Project and that such weather conditions were not, and could not in the exercise of reasonable diligence, have been foreseen by the Contractor. Unseasonable weather that, in the exercise of reasonable foresight and diligence, should be expected in the area at the time of year in question is not cause for an extension of time.

D. **Time Extension Due to Change Orders or Work Authorizations**. A time extension may be granted due to a delay in the Project caused by the approval by the County of a Change Order or Work Authorization pursuant to Article 17. The Contractor shall be entitled to a time extension Change Order only when the extra work is demonstrated by the Contractor to have caused a delay in the Project. When a Work Authorization is issued, the Contract Administrator or County Administrative Officer is authorized to approve an allocation of time attributable to that Work Authorization. Approval of such allocation shall not constitute County's approval of a time extension to the overall Contract time but shall constitute County approval of the time allocated by the Contractor to perform the particular extra work in question.

The provisions of Sections 3.08 and 3.09 shall be applicable to requests for time extensions due to extra work.

The Contract Administrator may cumulate requests for time extensions due to Work Authorizations and process periodic Change Orders therefore, if warranted, or may process a Contract Time Extension Change Order simultaneously with the Contract Price Change Order, in his sole discretion. Such Contract Time Extension Change Orders may be approved only by the Board of Supervisors, however.

E. **Delay Due to Rejected Submittals**. In the event the Contract Administrator rejects a submittal, the Contractor shall not be entitled to any Contract Time extension on account of delay associated with re-submittal.

The procedure for submittals shall be as specified in Articles 5 and 7 (Substitutions) and the Technical Specifications. The Contract Administrator shall approve or reject submittals within twenty-one (21) days of the Contractor's delivery of the submittal, unless a different time is specified in the Technical Specifications for the particular submittal in question.

F. **County Caused Delays**. In the event that the Project is delayed by acts of the County not authorized by the Contract Documents which the Contractor demonstrates will or have caused an unavoidable delay as defined by Subparagraph "B", the Contractor shall be entitled to a Contract Time and/or Contract Price Change Order to offset the extra time and/or costs incurred by the Contractor. Such extra costs shall be limited to those "actual costs" as defined in Section 17.02-D directly caused by the delay and incurred on this Project only. Overhead and profit shall be limited to that specified in Section 17.02-C hereof. Extra costs shall not include indirect costs nor loss of profits or increased costs on other work. Extra time shall be limited to that directly caused by the delay, as defined in Subparagraph "B" hereof.

The Contractor specifically agrees that a time extension and cost adjustment as provided herein is its sole remedy for County-caused delays and agrees to make no claim or demand for additional damages, nor claim an acceleration of the time for performance.

The Contractor shall not be entitled to any Contract Time Extension nor Contract Price adjustment for alleged County delays if the County has acted within the time limits specified by the Contract Documents.

The Contractor shall not be entitled to any cost adjustment for delays except for County caused delays as specified in this subsection.

Section 3.09. NOTICE OF DELAYS; SUBMITTALS.

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 grounds for an extension and/or cost adjustment as specified in section 3.07., the Contractor shall notify the Contract Administrator in writing of the delay. Such notification shall specify with detail the cause asserted by the Contractor to constitute grounds for an extension, and/or cost adjustment. Failure of the Contractor to submit such a notice within five (5) days after the initial occurrence of the event giving rise to the delay shall constitute a waiver by the Contractor of any request for a time extension and/or cost adjustment, and no extension and/or cost adjustment shall be granted as a consequence of such delay.

With its request for time extension and/or cost adjustment, the Contractor shall submit evidence to demonstrate that the delay in prosecution in the work will result in an unavoidable delay in completion of the entire Project. Such evidence shall include a demonstration that the delayed portion of the Work will affect the critical path scheduling of the entire Project. The Contractor shall also submit a proposed revised Project Schedule, which accounts for the delay in completion of the entire Project caused by the delay in prosecution of part of the Project, and includes a revised critical path demonstrating how the Project will be completed within the proposed revised Contract Time.

Section 3.10. INVESTIGATION; PROCEDURE.

Upon receipt of a request for a Contract Time extension and/or cost adjustment, the Contract Administrator shall conduct an investigation of the facts asserted by the Contractor to constitute grounds for an extension and/or cost adjustment. The results of this investigation shall be reported by the Contract Administrator to the Contractor and the Contract Administrator shall indicate whether he will recommend for or against such extension to the Board of Supervisors.

The Contract Administrator may, in his sole discretion, defer this recommendation to allow the accumulation of time extensions and/or cost adjustment due to Work Authorizations into a periodic or final Change Order request.

Upon receiving the Contract Administrator's recommendation to the Board of Supervisors regarding the Contractor's request for a time extension and/or cost adjustment, the Contractor may either withdraw its application for extension or request that it be scheduled for action by the Board of Supervisors. If the Board of Supervisors disallows the request, there shall be no allowance made for the time during which the request was pending, and the Contractor shall remain obligated to complete the Work in the time specified.

If the Board of Supervisors approves the time extension change order, the new Progress Schedule submitted by the Contractor and approved by the County shall be deemed to amend the original Progress Schedule approved by the County pursuant to Section 3.03 hereof; thereafter, the amended Progress Schedule shall have the same force and effect as the originally approved Progress Schedule.

The Contractor agrees that the determination of the Board of Supervisors as to whether grounds for an extension and/or cost adjustment exist, and if so, the duration of the extension and/or cost adjustment, shall be final and binding upon both County and Contractor.

Section 3.11 DISCRETIONARY TIME EXTENSION FOR BEST INTEREST OF COUNTY.

The County reserves the right to extend the Contract Time for completion of the Work if the Board of Supervisors determines that such extension is in the best interest of the County.

Section 3.12. LIQUIDATED DAMAGES.

If the Work is not completed by Contractor in the time specified in Section 2 of the Agreement for Construction or within any period of extension authorized pursuant to this Article, the Contractor acknowledges and admits that the County will suffer damage, and that it is impracticable and infeasible to fix the amount of actual damages. Therefore, it is agreed by and between the Contractor and the County that the Contractor shall pay to the County as fixed and liquidated damages, and not as a penalty, the sum specified in the Agreement for Construction for each calendar day of delay until the Work is completed and accepted, and that both the Contractor and the Contractor's surety shall be liable for the total amount thereof, and that the County may deduct said sums from any monies due or that may become due to the Contractor.

This liquidated damage provision shall apply to all delays of any nature whatsoever, save and except only unavoidable delays approved by the Board of Supervisors pursuant to Section 3.07 hereinabove, are discretionary time extensions approved by the Board of Supervisors pursuant to Section 3.10 hereinabove.

The Contractor also acknowledges that the contract completion date for purposes of liquidated damages shall be the date of the Board of Supervisors' Resolution of Acceptance, unless Section 3.06 applies.

Section 3.13. EXTENSION OF TIME NOT A WAIVER.

Any extension of the Contract Time granted pursuant to this Article shall not constitute a waiver by the County, nor a release of the Contractor, from his obligations to perform this Contract in the Contract Time.

Granting of a time extension due to one circumstance on one request therefore shall not constitute a granting by the County of an extension of time for any other circumstance or the same circumstance occurring at some other time, and shall not be interpreted as a precedent for any other request for extension.

Section 3.14. SUSPENSIONS EXCEEDING ONE YEAR.

Should the Work be suspended for a period exceeding one (1) calendar year due to war conditions, labor conditions, legal actions, or for other conditions constituting the legal defense of impossibility of performance, the Contract and the County agree to enter an agreement terminating the Agreement for Construction upon the following terms and conditions:

The County shall be responsible only to pay the Contractor the actual value of the completed Work, to the County, less progress payments made to date, less any deductions authorized by the Contract Documents, and plus the ten (10%) percent withhold from previously issued progress payments.

As between the Contractor and the County, it shall be conclusively presumed that the actual value to the County for the Contractor's Work to the date of the last progress payment is not more than the actual amount of progress payments made to date plus the ten (10%) percent withhold from such progress payments; provided, however, that this section shall not preclude the County from deducting charges for work or materials which do not meet the requirements of the Contract Documents.

Such final payment shall be due only after any stop notices are resolved or the time to file stop notices has expired.

Section 3.15. EFFECT OF STOP WORK NOTICE.

If the County orders a suspension of the Work pursuant to Section 18.05, the days on which the suspension is in effect shall be included in determining the required completion date and shall not otherwise modify or extend the time within which the Contractor is to perform. In such event, the Contractor shall not entitled to any damages or compensation on account of such suspension or delay, and the suspension and/are delay shall not constitute an acceleration of the performance time.

If the Contract Administrator determines that the Work conforms in all respects to the Contract Documents and releases the Stop Work Notice, the Contractor shall recommence work and may thereafter request a time extension pursuant to Section 3.07-F hereof. Sections 3.07, 3.08, and 3.09 shall apply to such requests.

ARTICLE 4.

SCOPE AND INTENT OF CONTRACT DOCUMENTS; CLARIFICATIONS

SECTION 4.01. BASIC INTENT AND SCOPE OF CONTRACT DOCUMENTS.

The basic intent of the Contract Documents is to describe the complete Project, including all materials, labor, equipment, and incidentals necessary for the proper execution and full completion of the work. The scope of the Agreement for Construction shall include everything directly called for by the contract Documents, and all work reasonably to be foreseen and/or inferred by competent contractors of the various required trades in order to completely perform the Work to produce the complete Project as intended.

The Agreement for construction does not recognize "substantial performance" as equivalent to "complete performance"; by entering the agreement, the contractor agrees, as a material covenant, to provide "complete performance" within the contract Time, for the amount included in the Contractor's bid as the Contract Price, unless modified by Change order. No extra compensation shall be allowed for any work or materials not directly appearing in the Contract Documents, but which a competent contractor should have foreseen and/or inferred would have been within the scope of the Agreement for Construction for work of the type and in the area of the Project. Even though items of work are not separately mentioned in the contract Documents, the Scope of the Agreement includes the furnishing and installation of all supplementary or miscellaneous items, appurtenances and devices incidental to or necessary for the sound, secure and fully complete performance of the work.

The Contract Price shall include all compensation for furnishing all labor, materials, tools, equipment and incidentals, and doing all work necessary fully to complete the Project as intended.

Section 4.02. HARMONIZATION OF CONTRACT DOCUMENTS.

The Contract Documents are complimentary, and what is required by anyone shall be as binding as if required by all. The Documents are intended to be coordinated to describe and provide for the complete Project.

In the event of a conflict between the Contract Drawings and the Technical Specifications of the Project Manual, the Contract Drawings shall govern in matters of quantity and the Specifications shall govern in matters of quality. In the event of conflict within the contract Drawings involving quantity or within the
Specifications involving quality, the greater quantity and the higher quality shall be furnished.

Scale drawings, full sized details, and technical specifications are intended to be coordinated and to agree fully. unless specifically noted otherwise in the Technical Specifications, all work and materials necessary for each unit of construction, even though only briefly mentioned or indicated, shall be furnished

and installed fully and completely as specified in accepted submittals and the manufacturers' instructions and/or recommendations.

For convenience, the Specifications and Drawings in the Contract Documents are arranged in several sections, but such separation shall not be considered as the limits of the Work required by any separate trade. The terms and conditions of the Work to be performed by any subcontractor are strictly between the Contractor and such subcontractor.

Section 4.03. LOCATIONS.

The locations of equipment, wiring, piping, and similar materials and equipment are shown diagrammatically in the Contract Documents; actual Site conditions may not always permit their installation precisely in the location shown on the Contract Drawings. Contractor shall coordinate installation of equipment.

Section 4.04. SITE CONDITIONS.

Where investigations have been conducted by the County of existing conditions on the Site including subsurface conditions, such investigations are made for the purpose of design only and for the information of bidders. The results of such investigations represent only the statement by the County as to the circumstances and character of materials actually encountered by the county during the investigations. The County makes no guarantee or warranty, express or implied, that the conditions indicated are representative of conditions existing throughout the Site of the Project or any part of it, or that unanticipated conditions might not occur.

All excavation work shall be performed on an "unclassified basis; that is, shall include the removal of all material encountered including earth or rock formations, regardless of type or hardness thereof or groundwater conditions in the excavation, the cost of such excavations being included in the Contract Price at the time of bidding. Unclassified excavation work does not include drilling or blasting operations, unless otherwise specified in the Technical Specifications.

Section 4.05. PROJECT RECORD DOCUMENTS.

The Contractor shall maintain at the Site such Project record documents as are required by Section 01720 of Division 1.

At a minimum, the Contractor shall maintain one record copy of all drawings, specifications, addenda, work authorizations, change orders and other modifications, in good order and marked currently to record all changes made during construction, and accepted submittals.

With his request for final payment, the Contractor shall submit such record drawings to the Contract Administrator for approval. The contractor shall make all corrections necessary to produce accurate and complete record drawings showing the "as-built" Project.

The Project Record Documents shall be kept accurately and currently to show the precise locations and depths below finish grade of all components of the Project, as constructed.

Section 4.06. CONTRACTOR'S SUPERVISION AND COORDINATION OF THE WORK.

It is the Contractor's basic responsibility to execute and complete the Work necessary to construct the Project as intended by the Contract Documents, whether the Work is being performed directly by the Contractor, or by subcontractors of the Contractor. In all cases, the Contractor shall cooperate reasonably and in good faith with the Contract Administrator to the end that unnecessary Clarification requests are avoided, and the Work flows smoothly to a fully completed Project for the Contract Price, within the Contract Time.

The Contractor is responsible to thoroughly review and become familiar with the Contract Documents, and to identify conflicts, internal inconsistencies and/or ambiguities claimed by the Contractor to exist in the documents. By execution of the Agreement for Construction, the Contractor represents that it is fully competent, skilled and experienced to secure the performance of all Work needed to complete the Project intended and will utilize fully such competence, skill, and experience in interpreting the Contract Documents to produce the results intended. Prior to requesting a Clarification, the Contractor shall exert its best efforts to resolve problems in the field.

The Contractor is responsible to supervise and coordinate the work of all subcontractors. The Contractor shall exert its best efforts to resolve problems presented by Subcontractors.

The Contract Administrator shall consider no request by Contractor for a Clarification on its own behalf or on behalf of a subcontractor unless the request details the Contractor's efforts to resolve the issue, the results thereof, and demonstrate that the Contractor's efforts comply herewith. In all such cases, the Contract Administrator reserves the right to require the Contractor to make additional efforts to resolve the issue rather than issuing a Clarification.

Section 4.07. CLARIFICATIONS AUTHORIZED.

The Contract Administrator is authorized to furnish during the progress of the Work such Clarifications as the Contract Administrator deems are necessary to make clear and to define in greater detail the intent of the Contract Documents. Such Clarifications shall be incorporated by reference into the contract Documents, and the Contractor shall make his Work conform to all such Clarifications. In the event of conflict between the original Contract Documents and subsequently issued Clarifications, the Clarification most recently issued shall control.

Section 4.08. CLARIFICATIONS; PROCEDURE.

A. **Contract-Initiated Requests.** Should the Contractor discover any conflicts or errors in the Contract Documents, or have any question concerning interpretation or clarification of the Contract Documents; or if it appears to the Contractor that the Work to be done or any matters relative thereto are not sufficiently detailed or explained in the Contract Documents; and provided that the Contractor has exerted its best efforts to interpret the Contract Documents and resolve the issue as required by Section 4.06; then before proceeding with the Work affected, the Contractor shall notify the Contract Administrator and request a Clarification.

The Contractor's request for Clarification shall be in writing, accompanied by sketch drawings and the materials necessary to explain and illustrate the problem in detail, and shall explain the Contractor's previous efforts to resolve the issue and the results thereof.

If the Contractor has proceeded with Work which was eligible for a clarification, but regarding which the Contractor failed to request a clarification, the Contractor shall not be entitled to, nor shall it request, any adjustment to the Contract Price or Time, caused by or resulting from such Work. The Contractor proceeds with such Work at its own risk, and shall make good any resulting damage, defect or extra work produced by such work.

B. **County-Initiated Clarifications**. At any time, the Contract Administrator may issue Clarifications to explain the Work more fully. The Contractor shall perform the Work as required by the Clarification.

C. **Incorporation in Contract**. All duly issued Clarifications shall become part of the Contract

Documents upon delivery to the contractor.

D. **Procedure for Extra Work Claims**. If the Contractor contends that any clarification requires Work beyond the Scope of the Agreement, the procedures in Section 17.05 shall be followed.

Section 4.09. CONTRACT ADMINISTRATOR'S INVESTIGATION AND RESPONSE TIME.

Upon receipt of Contractor's request for a Clarification, the Contract Administrator shall conduct such investigations as he deems appropriate, including consultation with the Project Architect as necessary to decide the Contractor's request for Clarification.

In all cases, if the request is incomplete or does not demonstrate the Contractor's compliance with this Article, the Contract Administrator may reject the request unprocessed, and return it to the Contractor. There shall be no time extension on account thereof.

Within fourteen (14) days following receipt of the Contractor's fully documented request for Clarification, the Contract Administrator shall issue his written response to the Contractor. If the Contract Administrator rejects the Contractor's request for Clarification, the Contractor shall perform the Work in accordance with the Contract Documents.

If the contract Administrator issues a Clarification, the Contractor shall perform the Work in accordance with the Clarification.

Section 4.10. DISPUTE AS TO SCOPE OF CONTRACT DOCUMENTS.

If the Contractor contends that any Work required by a clarification is outside the Scope of the Contract Documents as specified in section 4.01, the Contractor shall, within five (5) days of receipt of the Clarification, submit a written request for a Change Order to the Contract Administrator.

Such request shall specify all details of why the Contractor contends that the Work exceeds the Scope of the Contract Documents, and shall include an estimate by the Contractor of the cost to perform the Work, which complies with Section 16.05 hereof, and of the time to perform the Work, which complies with Section 3.08 hereof.

Upon timely delivery of a request by the Contractor, the Contract Administrator shall, within fourteen (14) days, consult with the Project Architect, as needed, and respond to the Contractor's request.

Such response shall either confirm the original Clarification, as within the scope of the work, and order the Work to be performed with no extension of time or increase in contract amount, or approve the Contractor's request, in which case a work Authorization will be issued, if authorized by Section 16.03 hereof, or Change Orders will be processed to adjust the Contract Price and/or Time equitably.

The Contractor acknowledges that the purpose of this Section is to allow the County advance Notice of Contractor's contention that a Clarification is beyond the Scope of the Agreement, so that the County may reconsider the Clarification before the Clarification Work is incorporated in the Project and such reconsideration is futile. Therefore, the Contractor agrees that if it proceeds with such Work without providing such Notice or before the Contract Administrator's response, the Contractor does so at its own risk and cost. Extra costs and/or time caused by or resulting from such Work shall be at the Contractor's expense, and the Contractor shall make good any resulting damage, defect, or extra Work produced by such Work.

ARTICLE 5.

SUBMITTALS.

Section 5.01. REQUIRED SUBMITTALS; TIME.

No portion of the Work requiring submittals shall be commenced until the submittal has been accepted by the Contract Administrator. Should the Contractor proceed with any work requiring a submittal before acceptance thereof, the Contractor shall remove and replace any Work which is not in accordance with the Contract Documents and shall bear the risk of loss due to resulting damage, defects, or added costs.

The Contractor shall provide all submittals required by the Technical Specifications in accordance with the procedures set forth in Section 01340 of Division 1.

All submittals shall be complete in every respect and shall include all information required both by the particular Technical Specification section and by Section 01340 of Division 1.

The Contract Administrator shall not process submittals that are not complete in all respects, legible, reproducible, and sufficiently dimensioned and detailed to demonstrate compliance with the Contract Documents.

The Contract Administrator may reject all or any portions of a submittal which fails to comply with the Contract Documents, and the Contractor shall resubmit the entire submittal or the rejected portion, whichever is ordered by the Contract Administrator.

The Contractor shall be entitled to no Contract Time or Price adjustment for delays occasioned by the failure of the Contractor's submittals to comply with the Contract Documents.

Section 5.02. TIME FOR SUBMITTALS.

A. Time Generally. All submittals shall be submitted by the Contractor at the time specified by Section 01340 of Division 1, and the applicable portions of the Technical Specifications; provided, however, that in all events, Contractor shall submit all submittals so as not to cause a delay in the Work, including a reasonable time for review by the Contract Administrator. Unless otherwise specified in the Technical Specifications, the time for review by the Contract Administrator shall be no more than twenty-one (21) days.

B. **Submittals within Twenty-One (21) Days Following Notice to Proceed**. Within the first twenty-one (21) days following issuance by the County of a Notice to Proceed, the Contractor shall make the following submittals, including all information required by the General Conditions, Section 01340 of Division 1, and all other the applicable Technical Specifications:

1) All data required by Sections 01340 and 01640 of Division 1 to substantiate a Request for Substitution.

2) Proposed substitutions, with all substantiating data, for all materials listed as "unavailable materials" on the Contractor's initial submittal, pursuant to Section 3.02-A hereof.

3) A critical path schedule, if required by Section 01340 of Division 1.

4) Any other submittals requested by the Contract Administrator to be received within the first 21 days following issuance of a Notice to Proceed.

C. **Submittals After 21 Days Following Issuance of the Notice to Proceed**: All other submittals required by the Contract Documents shall be submitted in conformity with the time requirements thereof, and in no event later than specified on the schedule of submittals approved pursuant to Section 3.02-G hereof.

Section 5.03. CONTRACTOR'S RESPONSIBILITIES RE: SUBMITTALS.

The Contractor shall review and approve all submittals, including those originating with subcontractors and suppliers, before submitting them to the Contract Administrator.

By making a submittal, the Contractor represents that it has determined and verified all materials, field measurements, and field construction criteria related thereto, and that it has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

It is the Contractor's responsibility to specifically point out any variation or discrepancy between submittals and the Contract Documents, or between a re-submittal and the notations on the original Submittal. The Contractor shall make specific mention of all such variations, along with an explanation of why they are requested, in his letter of transmittal.

Failure by the Contractor to identify in his letter of transmittal with the submittal any variation, discrepancy, or conflict with the Contract Drawings shall render acceptance of the submittal null and void, and the Contractor shall bear all risk of loss and reconstruction costs or delays.

The Contractor shall not be relieved of responsibility for any deviation from the requirements of the Contract Documents by the Contract Administrator's action on a submittal unless the contractor has complied with this section and the Contract Administrator expressly authorizes such deviation.

If any plumbing, mechanical, electrical, or structural modifications are required as a result of submittals that do not comply with the Contract Documents, such modification shall be made without extra cost to the County, and without extension of the Contract Time.

Section 5.04. ACTION ON SUBMITTALS.

The Contract Administrator shall take one of the following actions on a submittal:

"APPROVED": Fabrication, manufacture, or construction may proceed providing submittal complies with Contract Documents.

"APPROVED AS NOTED": Fabrication, manufacture, or construction may proceed providing submittal complies with Project Architect's notations thereon and Contract Documents. If for any reason the Contractor cannot comply with notations, the Contractor shall resubmit as described for submittals stamped **"REVISE AND RESUBMIT"**.

"REVISE AND RESUBMIT": Submittal does not comply with Contract Documents, and fabrication, manufacture, or construction shall not proceed. The Contractor shall make a new submittal conforming to the Contract Documents. Submittals stamped **"REVISE AND RESUBMIT"** shall be attached as an Exhibit to the re-submittal(s) for the specified items.

"NOT APPROVED": Fabrication, manufacture, product and/or construction does not conform to Contract Documents. Such fabrication, manufacture, product or construction shall not proceed and are not permitted on the site. The Contractor shall make a new submittal, including a new proposed for fabrication, manufacture, product and or construction conforming to the Contract Documents.

"NO ACTION REQUIRED: Submittal is not required by this contract for this material or product. If Contractor wishes comment on this particular material or product, a submittal of a letter from Contractor explaining his purpose for submittal should accompany any future submittal.

Approval is only for conformity with the Design concept of the Project and compliance with the intent of the information given in the Contract Documents. Contractor is responsible for dimensions to be confirmed and correlated at the job site; for information that pertains solely to the fabrication processes or to techniques of construction; and for coordination of the work of all trades.

Section 5.05. EFFECT OF ACCEPTANCE OF SUBMITTALS.

The acceptance of submittals shall not relieve the Contractor of any obligation for quantities, accuracy of dimensions and details for property coordination, fitting and construction of the Work; for errors or omissions in the submittals; for conforming the Work to the requirements of the Contract Documents and all applicable laws and regulations; or from responsibility to fulfill the Contract at no extra cost to the County, within the Contract Time.

The County will review submittals for conformity with the Contract Documents, and acceptance thereof operates only with reference to such conformity. The County will attempt to discover errors, but the responsibility for accuracy and completeness of all submittals is the Contractor's.

After a submittal has been accepted, the Work shall proceed in accordance therewith.

The acceptance of samples provided with submittals shall be for the characteristics thereof, for the uses named in the action on the submittal, and for no other. Acceptance of samples shall not constitute a modification in any requirement of the Contract Documents unless expressly so noted, nor shall it relieve the Contractor of its obligation fully to perform the Agreement for Construction. All material or work installed after acceptance of a sample shall be equal or better than the sample in all respects.

ARTICLE 6.

MATERIALS: STORAGE; PAYMENT; CERTIFICATIONS.

Section 6.01. QUALITY OF MATERIAL AND PRODUCTS.

The Contractor shall, if required by the Contract Administrator, furnish satisfactory evidence as to the kind and quality of materials provided in addition to the submittals required by the Technical Specifications.

The Contract Administrator may require, and the Contractor shall submit, a list designating the source of supply of each item of material entering into the Construction of the Work, and in such event, such materials or products shall not be delivered to the Work nor installed therein until after the Contract Administrator has approved such list.

Section 6.02. BETTER MATERIAL OR PROCESS.

In the Event that Contractor furnishes a material, product, process or article better than that specified in the Contract Documents, the difference in cost of such material, product, process or article shall be borne by the Contractor, unless the County previously specifically authorized the use of such item and a Contract Price adjustment therefore.

Section 6.03. INDUSTRY STANDARDS.

Unless otherwise specified in the Technical Specifications:

A. Any material specified by reference to a number, symbol or title or a specified standard such as a Commercial Standard, a Federal Specification, a Trade Association Standard, or other similar standard, shall comply with requirements in the latest revision thereof including any amendments or supplement thereto, in effect on the date of the Contractor's Bid, except as limited to type, class or grade, or modified in such reference.

B. The standard referred to, except as modified in the Specifications, shall have full force and effect as though printed in these Specifications. These standards are not specified in detail for the reason that the manufacturers and trades involved are assumed to be familiar with their requirements.

1) Where Federal Specifications are referred to as a measure of quality and standard, they refer to Federal Specifications established by the Procurement Division of the United States Government and are available from the Superintendent of Documents, U.S. Government Printing Office.

2) Where Federal Specification numbers are used, they refer to the latest edition including amendments thereto.

3) Where Commercial Standards or Product Standards are referred to as a measure of quality, standard and method of fabrication, they refer to Commercial Standards and Product Standards issued by the U.S. Department of Commerce.

4) Where industry standards numbers are used, they refer to the latest tentative specifications, standards specifications, standards method or standard methods of testing, issued for example by the American Society for Testing Materials, unless specifically noted.

See Section 01 42 13 - Standard Abbreviations and Symbols for details on Abbreviations and Symbols.

Section 6.04. MATERIALS AND PRODUCTS STORAGE.

The Contractor shall confine the storage of all materials, products and equipment required in the performance of the Work to the area specified on the contract Drawings.

The County reserves the right, at the sole discretion of the Contract Administrator, to require materials to be stored off the Site in a bonded warehouse or other approved location. The County shall provide such location free of charge to the Contractor, or the Contractor shall be entitled to a Contract Price change order to off-set the actual cost thereof as defined in Section 17.02-D. Contractor shall not be entitled to overhead and profit on the rent of such facility.

The Contractor is admonished that the County has no obligation to provide a secure warehouse or other storage facilities; the Contractor takes the sole risk of loss or vandalism to any products or materials stored anywhere other than in a warehouse provided by the County.

All materials and products shall be stored in accordance with their manufacturers' instructions, with seals and labels intact and legible. Further particulars regarding methods of storage are provided in Section 01600 of Division 1.

All materials, supplies and equipment to be incorporated in the Work shall be new, unless otherwise specified; of the type, capacity and quality specified; and free from defects. All materials shall remain in their original packages or containers until ready for use. The labels of all packages or containers shall remain affixed and shall be kept legible.

The Contractor shall protect the Work, materials and equipment from damage due to action of the elements, trespassers, and other causes. It shall properly store materials and equipment and, when necessary or when specified by the Technical Specifications, erect such temporary structures as is required to protect them from damage.

Section 6.05. TIME FOR DELIVERY OF MATERIALS: EARLY DELIVERY.

A. **Basic Requirement:** Unless early delivery is authorized by the Contract Administrator pursuant to Subsection B. hereof, the Contractor shall limit delivery of materials and equipment to the Site to those materials and/or equipment needed for installation within thirty (30) days of the date of delivery. The Contract Administrator shall refuse payment for materials delivered to the Site that are not intended to be used within thirty (30) days of the date of delivery.

B. **Early Delivery of Materials:** The County reserves the right to allow an earlier delivery date of any materials and/or equipment. Upon inspection and approval as specified below, the Contractor shall be entitled to progress payments therefore as specified in Section 23.01.

Upon application by the Contractor, the Contract Administrator, in his sole discretion, may authorize early delivery of materials and/or equipment, and payment therefore, subject to the following requirements:

1. For purposes of this Section, "materials and equipment" eligible for payment are defined as finished goods made specifically for the Project and requiring extensive time to be manufactured or obtained. Raw materials or work in progress and not yet delivered to an approved storage location are not eligible for payment. Finished items that are readily available for purchase are not eligible for payment.

2. The Contractor's request shall demonstrate that the proposed early payment is in the best interest of the Project by accomplishing time and/or money savings.

3. In his application for payment for such materials, the Contractor shall separately list the items for which payment is sought pursuant to this subsection. No payment shall be authorized unless the Contractor demonstrates that he is the unconditional owner of the equipment or material and executes a transfer of title to such equipment or material to the County with each request for early payment.

4. The materials for which a progress payment has been received shall be fully insured, with the County named as co-insured, segregated from the manufacturer's other work in progress and raw materials at the manufacturer's place of storage, and separately identified as being the property of the County of Yolo. Such insurance shall be primary, and the County's Builders' Risk insurance secondary.

5. The County retains the right to conduct inspections of such materials either during fabrication or during storage, at the manufacturer's plant or place of storage. The Contractor shall retain all risk of loss for such materials, however.

6. Payments for such materials shall be due only after such materials have either been delivered to the job site or to a storage location acceptable to the County, except that such payments shall not be included in the value for work in place for the purpose of calculating payments for labor and mark up.

7. The County reserves the right to specify requirements in addition to those stated above or in Division 1 regarding early payment for materials. Such requirements shall be listed on the Contract Administrator's consent for early payments; the Contract Administrator hereby is authorized to provide such consents, with additional requirements, as are deemed necessary to protect the County.

See Section 01 20 13 - Payment for Delivered Materials and Equipment for further particulars.

Section 6.06. SPARE PARTS AND MAINTENANCE MATERIALS.

The Contractor shall provide spare parts and maintenance materials as required by the Technical Specifications.

Section 6.07. PROVIDING AND PAYING FOR MATERIALS, ETC.

Except as otherwise specifically stated in the Contract Documents, Contractor shall provide and pay for all materials, products, articles, processes, tools, equipment, and installation, and all associated superintendence of every nature whatsoever necessary to execute and complete the Work within the specified time.

Section 6.08. WARRANTY OF TITLE.

No material, article, product, supplies, or equipment for the Work under this Agreement shall be subject to any chattel mortgage, or a conditional sale or other agreement by which an interest therein or in any part thereof is retained by the seller or supplier.

The Contractor warrants that, upon demand by County at any time after a progress payment has been made therefore, the Contractor will deliver to the County clear title to any materials, supplies, and/or equipment for which such progress payment was made, but which has not as yet been incorporated into the Work, such title to be free from any claims, liens, or changes, save only the Contractor's claim for the 10% withhold attributable to such materials, supplies, or equipment.

The Contractor further warrants clear title to all material, supplies, and equipment installed or incorporated in the Work, and agrees upon completion of the Work to deliver the premises, together with all improvements and appurtenances, constructed or placed thereon pursuant to the Agreement for Construction, to the County, free from any claims, liens, or charges.

The Contractor agrees that neither he nor any person, firm or corporation furnishings any materials or labor for any Work pursuant to the Agreement for construction shall have any right to a lien upon the premises or any improvement or appurtenances thereon; provided, however, that nothing contained in this section shall defeat or impair the rights of persons furnishing materials or labor under the Payment Bond posted by the Contractor, nor any rights covered under any law permitting such persons to look to funds due to the Contractor but withheld by the County.

This section shall not disallow the Contractor's installing any devices or equipment of utility companies or of governmental agencies, the title to which is commonly retained by the utility company or the agency.

Section 6.09. PATENTS AND ROYALTIES.

All fees, claims, or royalties for any patented or copyrighted invention, article, arrangement, or plan that may be used upon or in any manner connected with the doing of the Work or any part thereof shall be included in the price bid for doing the Work. The Contractor and his sureties shall protect and hold harmless the County and all of its officer, agents, and employees against any and all demands made for such fees or claims and against any and all suits, demands, claims, or causes of action brought or made by the holder of any invention, patent, copyright or trademark, or arising from any alleged infringement of any invention, patent, copyright, or trademark.

Before final payment, the Contractor shall furnish acceptable proof to the Contract Administrator of proper release from all such fees or claims.

Section 6.10. PAYMENT OF FEDERAL OR STATE TAXES.

Any Federal, State, or local tax, specifically including sales and use taxes, payable on materials incorporated in the Work shall be included in the Contract price and paid by the Contractor.

The County will furnish the contractor with a certificate, on forms provided by the Contractor, to the effect that such materials are for the exclusive use of the County.

Section 6.11. PRODUCT CERTIFICATION.

Where required by the Technical Specifications, the Contractor shall submit proper product Certifications, which demonstrate the product's conformity to the Technical Specifications. Article 5 shall apply thereto.

ARTICLE 7.

PRODUCT OPTIONS AND SUBSTITUTIONS.

Section 7.01. APPLICABILITY OF ARTICLE.

This Article authorizes the Contractor to request substitutions of equal materials pursuant to Public Contracts Code Section 3400. Applications for such Substitutions shall be considered by the County only if the contractor's submittal is received within the time and includes all information specified herein and in Section 01640 of Division 1.

The Contractor is responsible to file all such requests on behalf of all subcontractors and product supplies; the County shall consider no request filed by a subcontractor or product supplies.

Only one request for Substitution shall be considered for each product specified. If the Contractor's request for Substitution is denied, the Contractor shall provide the specified first preference product.

Section 7.02. EFFECT OF BRAND NAME MATERIALS SPECIFICATION.

Unless otherwise expressly specified, whenever in the Contract Documents any materials, products, processes or articles are indicated or specified by the name brands of the manufacturers or products, or by patent or proprietary names, such Specifications shall be deemed to be followed by the words, "or equal", unless the specification expressly states that there is no known equal, or that the particular product specified is a unique or novel product application required to be used in the public interest. When materials are specified by reference to brand names, such specification is intended to incorporate all specifications of the listed brand as the measure of the type, quality and utility of the material so specified, and is not intended to limit the bidding, directly or indirectly, to any one specific concern.

Section 7.03. NECESSITY FOR SUBSTITUTION REQUESTS.

If materials are specified only by reference to standards, with no brand or proprietary trade name listed, any product meeting the specified standards may be provided, and no request for Substitution is required. No product not meeting the specified standards shall be provided unless a change order is approved so authorizing.

If materials are specified by listing more than one manufacturer or product, and the specification does not list one as the first preference manufacturer or product and the others as optional, any manufacturer or product listed may be provided, and no request for Substitution is required. If material is proposed other than the listed manufacturers or products, a Substitution shall be proposed by the Contractor pursuant to this Article.

Section 7.04. TIME FOR REQUESTING SUBSTITUTIONS.

All requests for Substitutions shall be submitted to the Contract Administrator no later than thirty-five (35) calendar days from the date of the Award of Contract. Thereafter, this Article shall be of no further effect, and the Contractor shall provide only the material specified.

Any further requests to provide materials other than those specified shall be treated as Change Orders, subject to Article 16. The County reserves the right to refuse to accept applications for such Change Orders and has no obligation to review such applications. Such applications shall not be accepted for review unless the Contract Administrator has previously determined that it is in the County's best interest to do so.

Section 7.05. APPLICATION FOR SUBSTITUTIONS; CONTENTS.

Applications for Substitutions shall be accepted for review only if the application is timely filed, and includes the following information:

A. All Technical Specification Section Number(s) where the material is specified;

B. If the material is proposed as an "or equal" Substitution, submittals to demonstrate that the material in fact is equal in all respects to that specified or, if applicable, to the first preference specified, including detailed drawings, construction specifications, performance specifications and warranty information for the material proposed for Substitution.

C. Complete Working Drawings and specifications demonstrating how the Substitution is to be incorporated into the Work so that the system of which the substituted material is a component will be a coordinated system fully compatible with all related systems, in conformity with the intent of the Contract Drawings.

D. Complete identification of all changes in related Work necessary to accommodate the Substitution, including but not limited to structural, mechanical and electrical changes.

E. Cost information necessary to evaluate the net difference in cost of the specified material against that proposed for Substitution, including the supplies' cost quotations and the Contractor's labor estimates.

F. Contractor's written assurance that the material is in fact equal in all respects to the material specified, or if applicable, the first preference specified; and that if the Substitution is accepted, the Contractor will bear all costs of incorporating the substituted material into the Work to provide a complete system which conforms to the design intent; and that no Contract Price or Time increase will be sought by Contractor on account thereof.

Failure by the Contractor to identify all deviations from the Contract Documents in his request for Substitution shall render any County action taken thereon null and void. Contractor shall bear all costs resulting from any error in the request for Substitution.

Section 7.06. ACTION ON REQUEST.

Within twenty-one (21) days of receipt of complete submittals requesting a Substitution, with all supporting data necessary to evaluate the request, the Contract Administrator shall evaluate and act on the request. The decision of the Contract Administrator shall be final. No Contract Time Extensions shall be allowed on account of an incomplete request for Substitution or the timely decision on such request.

The Contract Administrator shall authorize a Substitution only if he finds that the material requested is equal in all respects to that specified and is consistent with the design intent of the Contract Drawings.

The Contractor shall bear the burden of proving to the County's satisfaction that the material proposed in the substitution request is of equal quality and performance to the originally specified material in all respects and is compatible with the design intent.

The Contract Administrator's evaluation shall consider, but is not limited to, the following factors:

A. All product data for the originally specified material as against that for the requested Substitution;

B. The compatibility of the substitution with the remaining components of the system(s) of which it is a

part;

C. The conformity of the Substitution with the design intent;

D. The length and terms of the warranties for the material proposed in the Substitution;

E. The net cost advantage to the County for granting the Substitution request.

Section 7.07. SAMPLES AND TESTING OF PROPOSED SUBSTITUTIONS.

If the Contract Administrator determines that samples and/or testing are required to decide a request for a Substitution, he shall so advise the Contractor, and specify the materials or work to be sampled and/or tested. The Contractor shall at no cost to the County, provide such samples and testing as required to evaluate the requested Substitution. The results of the testing shall be evaluated by the Contract Administrator before action on the Substitution request. The time during which the sampling and testing is being conducted shall not be included within the time specified in Section 7.06.

Section 7.08. DESIGN COSTS FOR SUBSTITUTION.

If a Substitution is accepted, Contractor shall bear all costs associated therewith, including the cost of architect's and/or engineer's services required to adapt the substitution to the design to the complete satisfaction of the County, and all costs of mechanical, electrical, structural or other changes needed to adapt the Substitution to the Work. Contractor shall also bear all cost increases to the County for construction management services being provided to the County by independent contractors, resulting from the substitution.

Section 7.09. EFFECT OF ACCEPTANCE.

If a Substitution is accepted, the Contractor shall be solely and directly responsible for setting accepted substituted materials and/or equipment and systems into the available space, and for the proper operation of the substituted equipment with all other equipment with which it may be associated, all in a manner acceptable to the County and which conforms to the design intent.

No time extension shall be granted on account of a Substitution. The Contract Price shall be adjusted by the price difference between the accepted Substitution and the originally specified (first preference) material. Neither acceptance nor rejection of a Substitution request shall relieve the Contractor of any obligation to perform the Agreement for Construction according to its terms, other than as expressly modified by the accepted Substitution.

ARTICLE 8.

SAMPLES, TESTS AND TESTING LABORATORIES.

Section 8.01. CONTRACT COMPLIANCE TESTING; SAMPLES.

Materials and/or work that require sampling and/or testing to determine compliance with the Contract Documents are specified in the Technical Specifications. The Contractor shall bear the full cost of providing samples when required to perform the specified tests, and shall take, store and provide such samples in the manner specified in the Technical Specifications, including Division 1.

All such samples shall be selected by the Contract Administrator or the Testing Laboratory employed by the County.

Section 8.02. DELIVERY OF SAMPLES.

The Contractor shall, at his sole cost and expense, furnish, package, mark, and store all samples to be tested. Chain-of custody and sample security precautions shall be utilized, as specified or as instructed by the Contract Administrator.

Collection, preparation, curing and delivery of all samples shall be made in ample time to allow the test to be made without delaying construction. No extra time will be allowed for the completion of the Work by reason of delay in testing.

Section 8.03. TESTING LABORATORY; COSTS.

The County shall employ and pay for the services of one or more independent testing laboratory(ies) ("Test Laboratory") to perform all required contract compliance testing expressly specified in the Technical Specifications as being provided by the County.

The County reserves the right to utilize the Yolo County Public Works concrete testing laboratory for any and/or all specified concrete or paving tests.

All testing not specified as being provided by the County shall be provided by the Contractor, using testing agencies with the specified qualifications.

The County reserves the right to require the Contractor to provide samples and to perform tests in addition to those samples and/or tests specified in the Technical Specifications. In the event the County orders such additional samples and/or tests, the County shall be obligated to pay therefore only if the sample and/or test is acceptable. If the sample and/or test does not comply with the Contract Documents, the County shall deduct the cost of the extra testing, and any subsequent re-testing, from the next progress payment.

If the Contractor determines that testing in addition to that specified is necessary and/or convenient, the Contractor shall employ a separate testing laboratory. The results of such tests shall not be binding on the County.

Section 8.04. RE-TESTING.

If as a result of any test, whether originally specified or not, any material or work is found to be unacceptable, it shall be rejected, and the original test and all further sampling and testing required by the County shall be at Contractor's expense. Re-testing shall not be charged against the specified contingency or testing allowances, if any.

Section 8.05. ACCESS TO SITE; COOPERATION.

The Contractor shall allow free access at all times to the representatives of the County's testing laboratory or consultant to the Work, or to any off-site area where Work is being performed and shall point out the sources from which samples are taken.

The Contractor shall cooperate with the testing laboratory to facilitate execution of its services and shall provide quantities of samples as specified.

Section 8.06. DAMAGE DUE TO TESTING.

Contractor shall, at his sole cost and expense, repair all damage resulting from testing or retesting specified in the Contract Documents. The County shall issue a Contract Price adjustment for repair of damage due to sampling or testing in addition to that specified in the Contract Documents, if and only if the additional testing shows full compliance with the Contract Documents; otherwise, the Contractor shall be obligated to repair such damage.

Section 8.07. RESULTS OF SAMPLING/TESTING.

No materials or work of which samples and/or tests are required shall be used or covered until the Contract Administrator approves such samples and/or tests. If the Contractor installs, uses or covers any such material, article or work prior to testing and approval, such shall be at Contractor's sole risk and expense, and he shall bear all costs of uncovering, repair and replacement thereof.

Upon testing of any sample of material or work, no additional sample shall be considered.

Section 8.08. EFFECT OF SAMPLING AND TESTING.

The County assumes no obligation, and the Contractor shall be relieved of no obligation undertaken pursuant to the Agreement for Construction, by virtue of sampling and testing specified in this Article. The responsibility for incorporating satisfactory materials and workmanship, which meet the Contract Documents, into the Work rest entirely with the Contractor, notwithstanding any prior samples or tests.

The Contractor is not relieved of this obligation by virtue of the results of any test or the failure of the testing laboratory or consultant accurately to ascertain or report test results.

Section 8.09. CODE COMPLIANCE TESTING; COSTS.

The Contractor shall bear all costs for all sampling and/or testing required by all agencies of jurisdiction regarding compliance of the Work with the Codes those agencies enforce. Examples include but are not limited to Building, Fire, Health, Air Pollution, and CALOSHA Code and regulation and compliance testing.

The Contractor shall arrange for and conduct all such testing in conformity with applicable codes and regulations, and shall schedule the testing so as not to delay the Work.

ARTICLE 9.

REJECTION AND REPLACEMENT OF WORK AND MATERIALS.

Section 9.01. REJECTION OF MATERIALS AND WORKMANSHIP.

The County shall reject materials that are determined by the Contract Administrator to be defective or fail to comply fully with the Contract Documents, and workmanship that is not first-class, competent and workmanlike in all respects. Rejected workmanship shall be corrected satisfactorily and rejected materials shall be removed from the premise and replaced, all without cost to the County.

Section 9.02. REMOVAL OF REJECTED MATERIALS.

The Contractor promptly shall remove from the Site all materials that have been rejected.

Upon request by the Contract Administrator, the Contractor shall submit a statement of the source for rejected materials. The County reserves the right to notify such source that the specified materials have not been and will not be incorporated into the Work, and no claim or stop notice therefore will be recognized. The Contractor shall fully indemnify the County for any claims, costs, or demands made by any supplier regarding such materials. The County reserves the right to satisfy any such supplier's claims by issuing a warrant jointly payable to the Contractor and the supplier, the amount of which shall be deducted from the next progress payment due to the Contractor.

Section 9.03. FAILURE TO REMOVE REJECTED MATERIALS.

If the Contractor does not remove rejected materials within a reasonable time, fixed by the written notice from the Contract Administrator, the County may remove such materials and may store or return the materials to the supplier, all at the expense of the Contractor. Contractor shall also bear the cost of replacement of any work damaged due to the removal of materials pursuant to this Section.

Any materials removed and stored pursuant to this section shall remain the property and the responsibility of the Contractor, and it is the Contractor's obligation to dispose of such materials. Such materials shall not again be brought upon the Site or any County-approved storage facility.

Section 9.04. FAILURE TO CORRECT REJECTED WORK; WITHHOLD AND DEDUCTION.

If the Contractor fails to correct rejected workmanship and/or materials, the County may withhold the cost to correct the rejected work, and the value of the rejected materials, from the Progress Payments due the Contractor.

If the work is not corrected prior to recordation of a Notice of Cessation or Notice of Completion, the County shall process a Contract Price Change Order to decrease the Contractor's final payment by an amount equal to the cost to cure the defect, measured by the cost the County would incur to purchase and install the specified material, and/or to correct the faulty workmanship, to bring the Work into full compliance with the Contract Documents.

Section 9.05. RESERVATION OF RIGHTS.

The County's authority to reject work under this Article is in addition to all other County rights under the Agreement for Construction. Neither the County's action or inaction under this Article shall relieve the Contractor from any obligation under this Agreement, nor constitute a waiver by the County of any other right under the Agreement for Construction.

ARTICLE 10.

SUPERVISION AND LABOR.

Section 10.01. SKILLED LABOR.

All labor shall be especially skilled for the kind of Work required, shall be conducted under the direction of a competent foreman, and workmanship shall be of the highest quality and finish, competent and workmanlike in all aspects.

All workers shall meet the skill and experience requirements specified in the applicable sections of the Technical Specifications.

Section 10.02. NO TENANCY.

All workers, contractors, or Contractor's representatives are admitted to the Site only for the proper execution of the Work and have no tenancy.

Section 10.03. DISMISSAL OF UNSATISFACTORY EMPLOYEES.

All employees engaged in the Work will be considered employees of the Contractor.

The Contractor shall discharge, or cause a subcontractor to discharge, any incompetent employee, any employee not skilled for the type of work required, or any employee who violated the standard set forth in Section 10.06 habitually or flagrantly.

Section 10.04. PERSONAL ATTENTION AND SUPERINTENDENCE; CONTRACTOR'S AGENT.

The Contractor shall supervise the Work to the end that it shall be faithfully prosecuted.

The Contractor at all times keep a Project Superintendent, fully empowered to act as agent for the Contractor, on the Site or available by telephone and within a reasonable distance. Contractor shall advise the County in writing of its agent, and of any limitations on the agent's authority to act on behalf of the Contractor. Regardless of such limitations, the Contractor shall be responsible for the faithful observation of all instructions delivered to it or its Project Superintendent, and representations on behalf of the Contractor by the Superintendent shall be binding on the Contractor.

Section 10.05. AUTHORIZED COUNTY VISITORS TO THE SITE.

The Contract Administrator shall specify those individuals who are entitled to access to the Site.

If the Contractor has complaints regarding the presence or conduct of any authorized individual on the Site, the Contractor shall report such complaint to the Contract Administrator, and shall conform to the instructions of the Contract Administrator regarding the complaint.

After consultation with the Contract Administrator, the Contractor may enforce reasonable regulations to secure the safety of authorized visitors. Such regulations may include the requirements to check in at a designated location and wear "hard hats" in specified areas.

Section 10.06. RELATIONSHIPS OF EMPLOYEES AND COUNTY EMPLOYEES AND THE PUBLIC.

It is the policy of the County of Yolo and the law of this State that all County employees be free

from sexual, racial, or other harassment at their workplace; it is the policy of the County that all members of the public likewise be free there from.

It is Contractor's responsibility to supervise all workers on this Project to the end that their conduct does not result in a violation of this policy.

ARTICLE 11.

SUBCONTRACTORS; LISTING AND BID; SUBSTITUTION.

Section 11.01. SUBCONTRACTORS; CONTRACTOR'S SUPERVISION.

Nothing contained in the Agreement for Construction shall create any contractual relationship between any subcontractor and the County of Yolo. The County's only contract is with the Contractor.

The Contractor shall be as fully responsible to the County for the performance and/or omissions of all first-tier and lower-tier subcontractors and their employees and agents as it is for its own performance and omissions.

It is the Contractor's responsibility, not the County's, to resolve disputes between subcontractors and/or between the Contractor and subcontractors. The Contractor shall not simply refer issues raised by subcontractors to the Contract Administrator. Prior to referring any controversy, issue, or request made by any subcontractor to the County, the Contractor shall exert his good faith best efforts to resolve the issue. Upon referring any such request, the Contractor shall accompany it with a submittal specifying efforts taken by the Contractor to resolve the issue. Should the Contract Administrator determine that the Contractor has not satisfied his obligation pursuant to this section, the Contract Administrator may reject the Contractor's submittal. The Contractor shall not be entitled to either a Contract Price or a Contract Time Change Order as a result of such rejected submittal.

It is also the Contractor's responsibility to supervise all subcontractors' compliance with all safety, wage and hours, equal employment opportunity and related regulations, including reporting requirements.

The County shall not entertain any request for, nor engage in, arbitration or dispute resolution between subcontractors, subcontractors and the Contractor, nor any agency with Code compliance, safety, wage and hours, and/or equal employment opportunity jurisdiction. However, in the event of such dispute, the Contract Administrator may request the Contractor to provide a complete written explanation of all facts underlying the dispute and may attend or call any meetings between the disputing parties. The Contractor shall provide such information to the Contract Administrator upon his request.

The County shall not be liable to the Contractor for any claims by subcontractors, suppliers, laborers, workers, or any other person, including claims that are settled by and assigned to the Contractor. The Contractor shall indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all such claims.

Section 11.02. DISPUTES BETWEEN SUBCONTRACTORS AND/OR CONTRACTOR.

If, through acts of neglect on the part of the Contractor, including failure to supervise and control his subcontractors, any other contractor, subcontractor, or workman shall suffer loss or damage on the Work, Contractor agrees to settle with such other contractor, subcontractor, or workman by agreement or arbitration, if such other contractor, subcontractor, or workman shall assert any claim against the County of Yolo or any of its officers, agents, or employees, on account of any damage alleged to have been so sustained.

In the event of the receipt of any such claim, the County shall notify the Contractor, who shall defend, indemnify, and save harmless the County and all of its officers, agents, and employees against any such claim, pursuant to Section 2.05 hereof.

Section 11.03. LISTING OF SUBCONTRACTORS.

Contractor shall comply with the requirements in the Instructions to Bidders regarding the listing of subcontractors and shall comply with the requirements of the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Sections 4100 and following, forbidding bid shopping and bid peddling and requiring accurate listing of all subcontractors.

Should the Contractor violate any provision of that Chapter, such violation shall be deemed a breach of the Agreement for Construction, and the County shall have all remedies provided by California law including, but not limited to, those provided in Public Contracts Code Section 4110, allowing termination of the Contract or a penalty assessment of 10% of the subcontract.

Section 11.04. TERMINATION OF UNSATISFACTORY SUBCONTRACTORS.

When any portion of the Work that has been subcontracted by the Contractor is not being prosecuted in a satisfactory manner, the Contractor shall terminate the subcontract for such work.

Any such subcontractor who is discharged shall not again be employed on the Project.

Any termination of a subcontractor pursuant to this section shall be in strict conformity with the Subletting and Subcontracting Fair Practices Act, Public Contracts Code Sections 4100 and following.

Section 11.05. SUBCONTRACTORS' INSURANCE.

All subcontractors shall procure and maintain the insurance required by Article 2 hereof. Contractor shall supervise subcontractors to enforce this requirement and shall allow no subcontractor to evade this requirement.

ARTICLE 12.

STATE REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY.

Section 12.01. PREVAILING WAGE RATE NOTICE

As provided under Labor Code Sections 1726-1861, the Director of the Department of Industrial Relations (DIR) of the State of California has determined the prevailing rate of wages in the locality in which the Work on the project is to be performed for each craft, classification, or type of Worker needed to execute this Contract. The prevailing rates so determined are on file with the COUNTY, and they are available for public inspection. They may also be obtained on the internet at http://www.dir.ca.gov/DIR/S&R/statistics_research.html. Those prevailing wage rates hereby are incorporated in this agreement and made a part hereof.

The CONTRACTOR shall obtain and post copies of these prevailing wage rates in a prominent place at the job site, in accordance with the regulations of the Department of Industrial Relations.

If the Project is subject to the requirements of Title 8 of the California Code of Regulations, Section 16461, the CONTRACTOR shall post on the jobsite a Notice containing the following language:

DIR will no longer charge awarding bodies for prevailing wage compliance monitoring and enforcement by the CMU.

SB 854 established a new public Works CONTRACTOR registration program to replace prior Compliance Monitoring Unit (CMU) and Labor Compliance Program (LCP) requirements for bond-funded and other specified public Works projects.

Contractors will be subject to a registration and annual renewal fee that has been set initially at $300. The fee is non-refundable and applies to all contractors and subcontractors who intend to bid or perform Work on public Works projects (as defined under the Labor Code).

Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and Work on public Works projects:

Contractors will apply and pay the fee online and must meet minimum qualifications to be registered as eligible to bid and Work on public Works projects:

- Must have Workers' compensation coverage for any employees and only use subcontractors who are registered public Works contractors.
- Must have Contractors State License Board license if applicable to trade.
- Must have no delinquent unpaid wage or penalty assessments owed to any employee or enforcement agency.
- Must not be under federal or state debarment.
- Must not be in prior violation of this registration requirement once it becomes effective. However, for the first violation in a 12-month period, a contractor may still qualify for registration by paying an additional penalty.

The registration fee is not related to any project. It is more like a license that enables the registrant to bid on and perform public Works.

- Registrations will begin after July 1, 2014, once the registration system is ready to go online. The preferred method of payment will be by credit card.

- The requirement to list only registered contractors and subcontractors on bids becomes effective on March 1, 2015. The requirement to only use registered contractors and subcontractors on public Works projects applies to all projects awarded on or after April 1, 2015.

All contractor registration fees will go into the State Public Works Enforcement Fund and be used to fund the following items:

- Administration of contractor registration requirement

- all DIR costs for administering and enforcing public Works laws
- Labor Commissioner's enforcement of other Labor Code violations on monitored public Works projects.

Section 12.02. PAYMENT OF PREVAILING WAGE RATES.
Pursuant to Labor Code Section 1772, Workers employed by contractors or subcontractors in the execution of any contract for public Work are deemed to be employed upon public Work as defined in Labor Code Sections 1720-1725. Therefore, the CONTRACTOR shall pay, and shall cause all subcontractors, whether under contract with the CONTRACTOR or under contract with any subcontractor, to pay not less than the specified prevailing wage rates to all Workers employed in the execution of this Contract.

In accordance with Labor Code Section 1775, the CONTRACTOR shall monitor the payment of the specified general prevailing rate of per diem wages by subcontractors to employees by periodic review of the certified payrolls of the Subcontractors.

Section 12.03. WAGE RATES FOR CRAFTS NOT LISTED.
The responsibility to check prevailing wage rates is the CONTRACTOR's. Pursuant to Labor Code Section 1773, the CONTRACTOR may file with the Director of DIR or the Chief of the Division of Labor Standards Enforcement ("DLSE") a petition to review a determination of any rate or rates made by the Director of DIR. The CONTRACTOR may also petition the Director of DIR to make a determination for a particular craft, classification or type of Work not covered by a general determination. Pending the review or determination, the wages may be assumed to be those in the applicable collective bargaining agreement, but no adjustment in the bid or Contract Price shall be made if such assumption is incorrect.

Section 12.04 RECORDS OF HOURS WORKED AND WAGES
The CONTRACTOR shall keep, and shall cause all subcontractors on the Project to keep, certified payroll records of the hours and wages of all employees employed on the Project, and those records shall be open at all times for inspection by the COUNTY and/or the Division of Labor Statistics and Enforcement, in accordance with Sections 1776 and 1812 of the Labor Code. The certified payroll records shall contain at least the following information: the name, address, social security number, Work classification, dates of payroll period, straight time, and overtime hours Worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, Worker, or other employee employed by the CONTRACTOR and/or each Subcontractor in connection with the Work.

In the event that the CONTRACTOR and/or any subcontractor fails to submit certified payroll records to the COUNTY within ten (10) calendar days of a request from the COUNTY for the records, the CONTRACTOR and/or the Subcontractor shall, as a penalty, forfeit one hundred dollars ($100) per calendar day, per Worker, until strict compliance is effectuated. These penalties shall be withheld from progress payments then due and/or to become due. The CONTRACTOR is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the CONTRACTOR can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

The CONTRACTOR shall not carry on its payrolls any person not actually employed by the CONTRACTOR, nor shall it carry on its payroll's employees of any Subcontractor. The CONTRACTOR shall show on its payrolls all persons actually employed by the CONTRACTOR on the Project, in any capacity. The CONTRACTOR shall cause all subcontractors on the Project, whether under contract with the CONTRACTOR or under contract with any subcontractor, to comply with this Section.

In accordance with Government Code Section 8546.7, or any amendments thereto, all books, records, and files of the CONTRACTOR, or any subcontractor connected with the performance of this Contract, shall be subject to examination and audit by the Auditor General for a period of three (3) years after final payment. CONTRACTOR shall preserve and cause all Subcontractors to preserve such books, records and files for the audit period.

Section 12.05. ADDITIONAL REQUIREMENTS FOR LABOR COMPLIANCE
In accordance with Section 16463 of Title 8 of the California Code of Regulations ("8 CCR Section 16463"), the COUNTY may, on its own or if required by the Labor Commissioner, withhold funds due to the CONTRACTOR when payroll records are delinquent or inadequate. The amount withheld shall be those payments due or estimated to be due to the CONTRACTOR or subcontractor whose payroll records are delinquent or inadequate, plus any additional amount that the Labor Commissioner has reasonable cause to believe may be needed to cover a back wage and penalty assessment against the CONTRACTOR or subcontractor whose payroll records are delinquent or inadequate. The CONTRACTOR shall cease all payments to a Subcontractor whose payroll records are delinquent or inadequate until the Labor

Commissioner provides notice that the Subcontractor has cured the delinquency or deficiency. When payments are withheld under 8 CCR Section 16463, the Labor Commissioner will provide the CONTRACTOR and Subcontractor, if applicable, with immediate written notice that includes all of the following: (1) a statement that payments are being withheld due to delinquent or inadequate payroll records, and that identifies what records are missing or states why records that have been submitted are deemed inadequate; (2) specifies what amounts the CONTRACTOR has been directed to withhold; and (3) informs the CONTRACTOR or subcontractor of the right to request an expedited hearing to review the withholding of payments under Labor Code Section 1742, limited to the issue of whether the records are delinquent or inadequate or the Labor Commissioner has exceeded his or her authority under 8 CCR Section 16463. The withholdings under 8 CCR Section 16463 do not preclude assessment of penalties under Labor Code Section 1776(g) for failure to timely comply with a written request for certified payroll records, as set forth below.

Section 12.06 UNDERPAYMENT OF WAGES

The CONTRACTOR agrees that in the event of underpayment of wages to any employee on the Project, whether by the CONTRACTOR or any subcontractor on the Project, the COUNTY may retain from payments due to the CONTRACTOR, an amount sufficient to pay such Worker the difference between the wages required to be paid by the DIR, and the wages actually paid such Worker for the total number of hours Worked, plus any penalties and forfeitures. The COUNTY may disburse such retention to such employees.

Section 12.07. APPRENTICES.

Attention is directed to the provisions of Sections 1777.5, 1777.6 and 1777.7 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor.

The CONTRACTOR and all subcontractors on the Project shall comply with the requirements of Sections 1777.5 and Section 1777.6 of the Labor Code in the employment of apprentices. Violation of these requirements shall subject the CONTRACTOR and/or subcontractor to the penalties set forth in Section 1777.7 of the Labor Code and/or otherwise provided by law or Contract.

Information relative to apprentice standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex-officio the Administrator of Apprenticeship, San Francisco, California, from the Division of Apprenticeship Standards or its branch offices, and/or on the DLSR website at www.dir.ca.gov/DLSR/PWD. Apprentices employed on the Project must at all times Work with or be under the direct supervision of a journeyman or journeymen.

Section 12.08 PENALTIES

In accordance with Articles 2 and 3, Chapter 1, Part 7, Division 2 of the Labor Code, particularly Sections 1775, 1776, 1777.7 and 1813, the CONTRACTOR shall forfeit to COUNTY as a penalty the sum specified below, over and above any retention or withholds otherwise authorized by the agreement, as follows:

A. Up to two hundred dollars ($200) for each calendar day, or portion thereof, for each Worker paid less than the applicable prevailing wages for any Work done by him/her under this Contract or under any subcontract on the Project, with the amount to be determined by the Labor Commissioner in accordance with the considerations set forth in Labor Code section 1775. If a Worker employed by a Subcontractor on the Project is paid less than the prevailing wages by the Subcontractor, the CONTRACTOR is not subject to this penalty assessment if the CONTRACTOR can demonstrate that it did not have knowledge of that failure of the Subcontractor to pay the prevailing wages and that it strictly complied with the requirements of Labor Code Section 1775(b).

B. Twenty-five dollars ($25) for each Worker employed in the execution of this agreement by the CONTRACTOR or by any Subcontractor on the Project for each calendar day during which such Worker is required or permitted to Work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Article 3.

C. Failure to provide certified payroll records to the COUNTY or, if applicable, to the CMU, within ten (10) calendar days of a request, shall, in addition to resulting in a withholding of payments due or estimated to be due, result in a penalty in the amount of one hundred dollars ($100) for each calendar day, or portion thereof, for each Worker until strict compliance is effectuated. The CONTRACTOR is not subject to this penalty assessment due to the failure of a Subcontractor to comply with these requirements if the CONTRACTOR can demonstrate that it has fully complied with the provisions of Labor Code Section 1776.

D. Knowing violation of Labor Code Section 1777.5 shall yield a penalty in an amount not exceeding one hundred dollars ($100) for each full calendar day of non-compliance. A CONTRACTOR or Subcontractor who

knowingly commits a second or subsequent violation of Section 1777.5 within a three-year period, where noncompliance results in apprenticeship training not being provided as required, shall forfeit as a civil penalty the sum of no more than three hundred dollars ($300) for each full calendar day of noncompliance.

Section 12.09. HOURS OF WORK AND APPROVAL OF SCHEDULES

Eight (8) hours of labor constitutes a legal day's Work, and forty (40) hours constitutes a legal Work week. No Worker employed at any time by the CONTRACTOR, or by any subcontractor upon the Project, shall be required or permitted to Work more than eight (8) hours in any one calendar day or forty (40) hours in any one week, except as provided in Labor Code Sections 1810 through 1815.

Overtime shall be paid at the rate of not less than one and one-half (1-1/2) times the basic rate of pay, or at such other rate as stated on the applicable Determination issued by the DIR, or as may be required by applicable statutes or collective bargaining agreements.

The COUNTY reserves the right to approve or disapprove the days scheduled for Work, and the hours during which Work is in progress.

Section 12.10. COMPLIANCE WITH THE STATE ANTI DISCRIMINATION LAWS

The CONTRACTOR shall comply with Section 1735 of the Labor Code, which provides as follows:

> "A contractor shall not discriminate in the employment of persons upon public Works on any basis listed in subdivision (a) of Section 12940 of the Government Code, as those bases are defined in Sections 12926 and 12926.1 of the Government Code, except as otherwise provided in Section 12940 of the Government Code. Every contractor for public Works who violates this section is subject to all the penalties imposed for a violation of this chapter."

ARTICLE 13.

FEDERAL REQUIREMENTS REGARDING WAGES, HOURS, AND EQUAL OPPORTUNITY

SEE SUPPLEMENTARY CONDITIONS

ARTICLE 14.

ON-SITE SECURITY; RISK OF LOSS; SITE SAFETY.

Section 14.01. PROJECT SITE.

The Contractor shall confine his equipment, materials, and construction apparatus to the site limits designated in the Contract Documents and/or directed by the Contract Administrator.

The Site and equipment storage areas shall be kept in a neat and safe condition, conforming to all requirements of the Contract Documents and applicable Codes regarding the storage of materials, including flammable materials.

Section 14.02. SECURITY OF THE SITE.

The Contractor shall take such steps as are necessary to secure the Site at all times, including times workmen are not present. The Contractor shall maintain adequate security and protection of all structures, facilities, equipment, tools, materials, and any other property on or adjacent to the Site, against damage, vandalism, loss of fire, or theft.

The Contractor's attention is directed to the Technical Specifications and/or Supplementary Condition for specified fencing, screening, gate and lighting requirements, if any.

The Contractor may, at its option and expense, provide night watchmen for the Site. The facilities for such watchmen shall be subject to approval by all agencies with jurisdiction.

At the Contract Administrator's request, the Contractor shall meet with representatives of the police and fire agencies with jurisdiction and shall comply with the Contract Administrator's request on behalf of such departments regarding security of the Site.

Section 14.03. RISK OF LOSS.

The Contractor assumes full responsibility for site security and full liability for the risk of loss from any cause of materials stored, work performed and existing improvements on the site, and agrees to repair and replace, at no cost to the County, at the time they are needed for incorporation in the Work, any materials or work that may have become lost, damaged, destroyed, stolen, vandalized, or have otherwise been rendered unsuitable for use from any cause. Contractor shall repair or replace any such damage and remove any damaged or defaced materials and/or equipment from the Project Site, at no cost to the County, and Article 9 hereof shall apply to such material or equipment.

Section 14.04. PROTECTION OF WORKMEN AND VISITORS TO THE SITE.

Contractor shall take all necessary precautions for the safety of all employees and visitors to the Site and shall comply with all applicable provisions of the Federal, State and local safety laws and building codes to prevent accidents or injury to persons on, about, or adjacent to the Site.

Contractor shall erect and properly maintain at all times, as required by the condition and progress of the Work, all necessary safeguards for the protection of workmen, visitors to the Site, and the public, and shall post danger signs warning against construction hazards as needed.

The responsibility for maintaining a safe site shall be the Contractor's and the County undertakes no obligation to suspend the Work or notify the Contractor of any hazardous condition or noncompliance with safety laws.

Contractor shall designate a responsible member of his organization on the Work, whose duty shall be the prevention of accidents. The name and position of persons so designated shall be reported to the Contract Administrator by the Contractor; absent designation of some other individual by the Contractor, the Contractor's Project superintendent shall be responsible for the Contractor's safety program.

Contractor shall immediately replace or repair any unsafe, dangerous, or hazardous condition that may exist.

Section 14.05. EXCAVATION AND TRENCHING; SAFETY.

The Contractor shall comply with of all provisions of law regarding safety requirements for trenches or excavations.

A. Public Contract Code '7104 provides:

(a) That the contractor shall promptly, and before the following conditions are disturbed, notify the public entity, in writing, of any: (1) Material that the contractor believes may be material that is hazardous waste, as defined in Section 25117 of the Health and Safety Code, that is required to be removed to a Class I, Class II, or Class III disposal site in accordance with provisions of existing law; (2) Subsurface or latent physical conditions at the site differing from those indicated; (3) Unknown physical conditions at the site of any unusual nature, different materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in the contract.

(b) That the public entity shall promptly investigate the conditions, and if it finds that the conditions do materially so differ, or do involve hazardous waste, and cause a decrease or increase in the contractor's cost of, or the time required for, performance of any part of the work shall issue a change order under the procedures described in the contract.

(c) That, in the event that a dispute arises between the public entity and the contractor whether the conditions materially differ, or involve hazardous waste, or cause a decrease or increase in the contractor's cost of, or time required for, performance of any part of the work, the contractor shall not be excused from any scheduled completion date provided for by the contract, but shall proceed with all work to be performed under the contract.

B. Labor Code Section 6705 provides that in advance of any excavation of any trench or trenches or other excavation five (5) feet or more in depth, the Contractor shall submit a detailed plan to the Contract Administrator for information only showing the design of shoring, bracing, sloping or other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from California State Shoring System standards, the plan shall be prepared by a registered civil or structural engineer.

C. Nothing in the Contract Documents shall be deemed to allow the use of a shoring, sloping, or protective system less effective than that required by the Construction Safety Orders of the State of California.

Nothing in this Section shall be construed to impose liability on the County of Yolo or any of its officers, agents, or employees, or to relieve the Contractor of its obligations to provide a safe site.

Section 14.06. CAL OSHA.

The contractor shall comply with all requirements of the California Occupational Safety and Health Administration or its successor, and the Federal equivalent, and shall provide a safe work environment for all workers employed on the Work, as required by such agencies. The Contractor shall supervise performance of the Work with all occupational health & safety requirements applicable to the type of work being done, and the materials and equipment being utilized. (See also Section 20.05).

ARTICLE 15.

OFF-SITE SAFETY AND PROTECTION OF ADJACENT PROPERTY; INDEMNITY.

Section 15.01. PROTECTION OF ADJACENT PROPERTY DURING EXCAVATION OR OTHER OPERATIONS; NOTICES.

In addition to any requirements imposed by law, the Contractor shall shore up, brace, underpin, and protect as may be necessary all foundations and other parts of all existing structures on the Site or adjacent to the site which are in any way affected by the excavations or other operations connected with performance of the Work.

Not less than five (5) days prior to commencing any work which may detrimentally affect adjoining or adjacent land or buildings thereon, the contractor shall send the owner and occupants thereof a notice, which specifies the type of Work to be done, the schedule of the Work, the effects expected from the Work, and the protective measures being taken by the Contractor. A copy of the notice shall be sent to the Contractor Administrator.

The basic standard to determine whether the Work may detrimentally effect adjoining properties shall be whether the work will create noise, dust, vibration, and/or settling on such properties. Examples include, but are not limited to, blasting, pile driving and excavations within 30 feet of any structure not owned by the County.

The Contractor shall, at the instruction of the Contract Administrator, meet with any recipient of such notice to explain and discuss the proposed Work. The Contractor shall make such modifications to the proposed working methods as are required to comply with all provisions of law, and shall exert its best efforts to address the concerns expressed by recipients of such notices.

Section 15.02. UNDERGROUND UTILITIES; "USA".

The Contractor is responsible to coordinate all excavation work with the owners of existing underground utilities, and to avoid unintentional disruptions in services by those utilities. Locations of existing utilities shown on the Contract Drawings are schematic only and shall not relieve the Contractor's duty to precisely locate and avoid them.

If the underground utility service is disrupted by the Work, the Contractor shall take emergency action appropriate to the situation and immediately notify the owner of the utility. Repair thereof shall be the Contractor's responsibility, at no cost to the County.

The Contractor is advised that the County participates in the Underground Service Alert-Northern California ("USA"), which may be contacted by telephone at (800) 227-2600. Except in an emergency, the Contractor shall contact the USA Notification center at least two working days prior to commencing an excavation in any area that contains subsurface installations.

Section 15.03. DAMAGE TO OR BLOCKING STREETS, STREET IMPROVEMENTS AND TRACKS.

The Contractor is responsible to avoid damage to existing streets, sidewalks, curbs, traffic signs and signals, streetlights, control boxes, meters, railroad tracks, crossing guards, and all other appurtenances thereto. The Contractor shall take necessary precautions to avoid damage to such property, and if damage occurs, shall take emergency action appropriate to the situation and immediately notify the owner of the damaged property. Repair thereof shall be the Contractor's responsibility, at no cost to the County.

Existing traffic signs, lights, traffic signals, railroad crossing warnings, control boxes, hydrants, meters and related safety items occurring within the street and/or sidewalk area shall be kept visible, free of obstructions and accessible at all times.

Should it be necessary to cover up, move, or alter such items, this shall be done only with permission of the authorities having jurisdiction of the items involved.

Should it is necessary to block a street or sidewalk, the Contractor shall first notify the police, fire, or public works agencies with Jurisdiction, and shall comply with their instructions, including scheduling limitations.

Section 15.04. FIRE PROTECTION.

The Contractor is responsible to protect all structures from fires and sparks originating in the work, and all laws and regulations regarding fire protection, and shall comply with all instructions of the fire department with jurisdiction.

The Contractor shall notify the Contract Administrator and the fire department prior to disconnection of either water or electrical service to the Site, and shall comply with the fire department's instructions regarding fire safety.

The Contractor shall provide fire extinguishers as necessary to protect the Site and adjacent structures at all times, in accordance with applicable Fire Codes, regulations and Fire Department instructions.

Section 15.05. DUST CONTROL.

The Contractor shall at all times control dust originating from the Site by sprinkling as needed. The Contractor shall not allow dust to be blown onto adjacent properties. In the event that complaints are received by the County regarding dust control, the Contractor shall increase sprinkling to control the dust.

Section 15.06. INDEMNITY FOR DAMAGE TO ADJACENT PROPERTY;REPAIRS.

A. **Indemnity**. Without limitation of its indemnity obligations set forth in Article 3 hereof, Contractor shall defend, indemnify, and save harmless the County from any claim, loss or damages on account of any harm to person or property alleged to have resulted from the Work, the performance of this Agreement or Contractor's acts or omissions in protecting the public from the effects of the Work including settlement and/or the loss of lateral subjacent support of adjoining property; damage to utilities' or governmental agencies' equipment or installations; injuries to persons using the public streets; and from all loss or expense and from all damages for which the County may be liable as a consequence of such injury or damage to person an/or adjoining or adjacent property and/or structures' or equipment or installations, including those owned by Yolo County.

B. **Repairs**. Any damage arising from or in consequence of the performance of the Agreement for Construction to tracks, pavement, curbs, sidewalks, walls, stairs, sewage and/or drainage structures, mains, pipes, valves, conduits, poles, wires, transformers, trees, shrubs, adjoining work, or to any other improvement or property above or below the surface of the ground, whether private or public, shall be repaired at once by Contractor without expense to the County, if the owner thereof consents.

Section 15.07. EMERGENCY SAFETY ACTIONS.

In an emergency affecting the safety of life or property, including adjoining property, the Contractor, without previous instructions or authorizations from the County, shall act at the Contractor's discretion and risk to prevent such threatened loss or injury, and shall bear all costs of such action. The Contractor immediately shall notify the Contract Administrator of such actions, and thereafter shall comply with any instructions issued by the Contractor Administrator.

ARTICLE 16.

CONDUCT AND PROSECUTION OF THE WORK.

Section 16.01. BASIC STANDARD.

The Contractor is responsible for all aspects of the full, complete, satisfactory and faithful performance of the Work strictly as specified by the Contract Documents or any duly issued amendments thereto as well as all applicable laws and regulations.

Section 16.02. SURVEYS AND FIELD ENGINEERING.

Unless otherwise specified, the Contractor is responsible for all survey and field engineering work required for performing the Work. All such survey and field engineering work shall conform to the Technical Specifications.

The County shall identify existing control points and property line corner stakes, as indicated on the Drawings. Benchmarks, baselines, property boundaries, line and grade hubs, and other reference and construction points shall thereafter be maintained by the Contractor who shall be responsible for keeping their accuracy and who shall pay all costs of re-establishing them if they are disturbed.

The Contractor shall notify the Contract Administrator in writing at least ten (10) days prior to the time he will commence work on any part of the construction requiring surveys to be commenced by the County.

Section 16.03. CLEARING OBSTRUCTIONS.

Unless specified otherwise, the Contractor shall clear all obstructions and prepare the site for the construction. The Contractor shall verify all dimensions and levels shown on the Drawings against the Site after it has been graded and prepare for construction, and properly reset all survey control points and property line corner stakes.

Section 16 04. LAYOUT WORK.

The Contractor shall be responsible for all layout work, and shall lay out all lines, corners, levels and grade stakes after the Site has been prepared. The exact locations of all partitions shall be laid out on forms, walls and flooring, as the Work progresses. It is the Contractor's responsibility to verify all dimensions shown on the Drawings before layout of the Work, and to properly locate the Project on the Site and the components within the structure, as specified by the Contract Documents. See Section 01720 of Division 1 for further particulars.

Section 16.05. CONTRACTOR'S EQUIPMENT.

The Contractor shall provide adequate and suitable equipment and means of construction to meet all the requirements of the Contract Documents, including completion of the project within the time specified. The Contractor alone shall be responsible for the safety, adequacy, and efficiency of his plant, equipment and methods, and those of all subcontractors on the Site. By entering the Agreement for Construction, the Contractor agrees to provide all specialized plant, equipment and methods of construction required to perform the Work on schedule, whether separately specified or not, at no extra cost to the County.

Section 16.06. DISCOVERY OF UNKNOWN CONDITIONS; PROCEDURE.

Should concealed or unknown conditions be encountered in the performance of the work below the surface of the ground or in existing structures on the Site, which conditions are at variance with the Contract Documents, the Contractor immediately shall seek a Clarification from the Contract Administrator, pursuant to Section 4.08 hereof.

The Contract Administrator shall investigate, and if the Contractor has demonstrated the following, a Change Order shall be processed pursuant to Article 17:

A. The conditions are at variance with the Contract Documents; and,

B. The conditions require work beyond the Scope of the Agreement for Construction; and,

C. The conditions differ materially and substantially from conditions normally encountered and generally recognized as inherent in work of the character of the Project in the area of the Project Site; and

D. The Contractor has provided Notice of its claim as required by Section 17.05.

Time extensions necessitated by concealed conditions are governed by Section 3.07-D.

No claim for extra compensation or time for conditions described herein shall be allowed unless the Contractor has given the notice required by this Section and/or Section 3.08 hereof (regarding Notice of Delay). (See also: Section 4.04 regarding Site Conditions).

Section 16.07. EQUIPMENT AND METHODS.

Only equipment and methods suitable to produce the quality of Work required to conform to the Technical Specifications shall be permitted by the Contractor to operate on the Work. If any part of the Contractor's plan, equipment or methods of execution of the Work are determined by the Contract Administrator to be nonconforming to applicable safety regulations or to be non-conforming to applicable Technical Specifications, the Contract Administrator may order the Contractor to conform to the applicable requirements, and the Contractor shall promptly comply with such orders; provided, however, that neither compliance with such orders nor failure by the Contract Administrator to issue such orders shall relieve the Contractor from his obligation to perform the Work as required by the Contract Documents.

Section 16.08. TEMPORARY FACILITIES AND SERVICES.

The Contractor shall be responsible for providing and maintaining all necessary storage places, field offices, temporary roads, fences, and all utilities, including telephone, electric, gas and water service to the Site during construction at his sole cost and expense unless otherwise specified in the Technical specifications. The Contractor shall not connect to fire hydrants for construction water without the prior consent of the fire department with jurisdiction,

The Contractor shall comply with all requirements of Federal and State law and Yolo County Ordinances regarding the placement of temporary facilities on the Site, and the County shall not be deemed by this Agreement to have consented to such placement. See Section 01500 of Division 1 for further particulars.

Section 16.09. COORDINATION OF WORK.

The Contractor shall be responsible for coordinating the work of the various subcontractors and trades employed on the Work. He shall adjust, correct, and coordinate this work with the work of others so that no discrepancies will result nor unnecessary delays occur.

If completion is delayed because of any acts or omissions of any subcontractors, the Contractor shall on that account have no claim against the County for extra compensation or time.

Section 16.10. JOINING WORK.

Where work of one trade or subcontractor joins or is installed upon the work of another trade or subcontractor, there shall be no discrepancy in mating or joining such work, which shall be done and finished in a good and workmanlike manner. In joining one kind of work with another, the marring or damaging of either shall be corrected at no expense to the County.

Should improper work of any trade be covered by that of another, it shall be the Contractor's responsibility to correct the improper work and to adjust costs between the various subcontractors, without cost to the County.

Section 16.11. CUTTING AND PATCHING OF WORK.

The Contractor shall be responsible for all cutting, fitting or patching that may be required to complete the work or to make its several parts fit together properly.

The Contractor shall not damage or endanger any portion of the Work or work being done by the County or any separate contractors by cutting, patching or otherwise altering any work, or by excavation. The Contractor shall not cut or otherwise alter the work of the County or any separate contractor except with the written consent of the Contract Administrator and of such separate contractor. The Contractor shall not unreasonably withhold from the County or any separate contractor his consent to cutting or otherwise altering the Work.

Section 16.12. INSPECTION OF THE WORK OF OTHER CONTRACTORS.

It shall be the duty of the Contractor and all subcontractors, before beginning any work, to examine all construction and work of other contractors and/or subcontractors that may affect their work, and to satisfy themselves that everything is in proper condition to receive such work.

Section 16.13. COMBINATION OF WORK WITH OTHER CONTRACTORS OR COUNTY.

If the Project requires performance of work by the County or other Prime Contractors, as specified in the supplementary Conditions, the following provisions shall apply:

A. The County reserves the right to perform work related to the Project with its own forces, and/or to award separate contracts in connection with other portions of the Project or other work on the Site.

B. When separate contracts are awarded for different portions of the Project or other Work on the Site, the term "Contractor" in the Contract Documents in each case shall mean the Contractor who executes each separate Agreement for Construction.

C. The County will provide for the coordination of the work of its own forces and of each separate contractor with the Work of the Contractor, who shall cooperate therewith as provided below.

D. The Contractor shall provide the County and separate contractors reasonable opportunity for the

storage of their materials and equipment and the execution of their work on the site and shall connect and coordinate his Work with theirs as required by the Contract Documents. The Contract Administrator may designate separate areas on the Site for the use of separate contractors.

E. If any part of the Contractor's Work depends for proper execution or results upon the work of the County or any separate contractor, the Contractor shall, prior to proceeding with the Work, promptly report to the Contract Administrator any apparent discrepancies or defects in such other work that render it unsuitable for such proper execution and results. Failure of the Contractor to report shall constitute an acceptance of the County's or separate contractor's work as fit and proper to receive his Work, except as to defects that may subsequently become apparent in such work by others.

F. Any costs caused by defective or ill-timed work shall be borne by the party responsible, therefore.

G. Should the Contractor unintentionally cause damage to the Work or property of the County, or to another contractor's work on the site, the Contractor shall, upon notice from the Contract Administrator, promptly attempt to settle with such other contractor by agreement, or otherwise to resolve the dispute. If such separate contractor sues or initiates a legal proceeding against the County on account of any damage alleged to have been caused by the Contractor, the County shall notify the Contractor who shall defend such proceedings, and if any judgment or award against the County arises therefrom, the Contractor shall pay or satisfy it and shall reimburse the County for all attorneys' fees and court or legal costs which the County has incurred.

H. If a dispute arises between the Contractor and separate contractors as to their responsibility for cleaning up, the County may clean-up and charge the costs thereof to the contractors responsible therefore, as determined by the Contract Administrator.

Section 16.14. OVERTIME AND HOLIDAY WORK.

The Contractor shall secure the approval of the Contract Administrator before allowing work on the Project before 6:00 A.M. or after 6:00 P.M. on any working day, or any work on weekends or legal holidays.

The Contract Administrator may deny permission for such work, or impose conditions thereon, if needed to protect adjacent properties or land uses from noise, dust, or other work-related impacts not normally expected in the area during the terms proposed for such work. The Contract Administrator may consult with all governmental agencies with jurisdiction before responding to such requests.

The Contractor shall reimburse the County for all added costs to the County resulting from overtime and holiday work not specified by the Contract Documents, including Project Management and inspections by County employees and/or independent contractors, Project Architect cost increases, and any costs claimed by any other contractor. Such reimbursement shall be made from the next progress payment due to Contractor.

Section 16.15. PROOF OF COMPLIANCE WITH CONTRACT DOCUMENTS AND LAW.

In order that the Contract Administrator may determine compliance with the requirements of the Contract Documents and applicable laws and regulations which are not readily ascertainable through inspection and tests of materials and work, the Contractor shall, at any time requested by the Contract Administrator, submit such documents or other satisfactory proofs as required by the Contract Administrator to demonstrate compliance by the Contractor with the Contract Documents and applicable laws and regulations.

ARTICLE 17.

CHANGE ORDERS; WORK AUTHORIZATIONS; ALLOWANCES.

Section 17.01. NO CHANGES WITHOUT CONSENT; PERFORMING WORK ORDERED.

No extra work shall be performed, and no change shall be made, except pursuant to a written Change Order or Work Authorization from the County stating that the extra work or change is authorized, and no claim for any addition to the Contract Price or Time for completion shall be valid unless so ordered; provided, however, that nothing in this Article shall excuse the Contractor from diligently proceeding and fully completing the Project.

Section 17.02. CHANGE ORDERS AUTHORIZED; PROCEDURE.

A. **Change Orders Authorized**. Subject to legal requirements relating to competitive bidding, the County may require changes in, additions to, or deletions from the scope of the work to be performed or the materials to be furnished pursuant to the Contract Documents.

B. **Methods of Calculation**. Adjustments, if any, to the Contract Price by reason of any such change, addition or deletion, shall be determined by one or more of the following methods, at the County's sole discretion. The Contractor shall provide sufficient substantiating data to allow the County to evaluate the Contractor's claim for a Change Order.

1. By a lump sum proposal from the Contractor accepted by formal action by the County; and/or

2. By unit prices contained in the Contractor's original bid and incorporated in the Contract Documents or fixed by subsequent agreement between the County and the Contractor; and/or

3. By time and materials charges if approved by formal action of the County, limited to the "Actual Cost" to perform the Work, as defined by Paragraph "D" of this Section, plus overhead and profit as allowed by Paragraph "C" of this Section.

4. If the Change Order implements an Allowance procedure, the Contract Price adjustment shall be as specified in the Allowance.

C. **Overhead and Profit on Change Orders**. The maximum amount allowable on any change order for overhead and profit shall not exceed the following:

1. For change order work performed by the prime contractor, the maximum amount for overhead and profit shall be the following percentages of the "actual cost to perform the work" as defined in Paragraph D of this Section, plus a maximum of 1% of such costs for extra bond premiums, upon submission of a paid invoice for such premiums:

   a. If the change order is up to $1,000.99, 20%;

   b. If the change order is up to $1,001.00 and $4,000.99, 15%;

   c. If the change order is between $4001.00 and $12,000.99, 12%;

d. If the change order is $12,001.00 or more, 10%.

2. For change order work performed by subcontractors, the maximum amount for all subcontractors' overhead and profit shall not exceed the percentages set forth in Subparagraph (1) above. The prime contractor may add 5% for the prime contractor's overhead and profit, and 1% for bond premiums if a paid invoice for extra bond premiums is submitted, both percentages being of the "actual cost" as defined in Paragraph B.

3. The allowances for overhead and profit as enumerated in the preceding subparagraphs shall include full compensation for any and all items of overhead including superintendence, layout, field engineering, and any related work, whether or not included within the definition of "actual cost" specified in Paragraph D.

D. **"Actual Costs" Defined**. The actual cost to perform the Work for purposes of this Section is limited to the applicable labor rates set forth in Article 12 hereof, including Contractor's contributions directly attributable to the Work authorized; and the material man's or supplier's invoice amount for all material and equipment actually used to accomplish the work authorized. All other direct and indirect costs, all costs attributable to the time needed to perform the work ordered by such Change Orders, and all profit associated with such work shall be included in the maximum overhead and profit amounts stated hereinabove.

E. **Audit and Verification**. All Change Order claims are subject to examination and audit before payment, if ordered by the Contract Administrator. If requested by the Contract Administrator, the Contractor shall furnish a detailed itemized breakdown and copies of all invoices for all costs being claimed for such Change Order, prior to the Contract Administrator's decision thereon. The Contract Administrator may order a more detailed audit of the Contractor's claim and supporting documentation if necessary to decide the claim.

F. **Deductive Change Orders**. If a Substitution, Field Order, Work Authorization, or Change Order is issued which reduces either the Scope of the Contract, the cost to perform the Work, the time to perform the work, or any combination thereof, the County shall be credited therefore on a Change Order. The credit shall be calculated in the same method as an extra-work Change Order. The Contractor shall submit time and materials data for approval by the Contract Administrator detailing the credit due the County. The County reserves the right to verify such data by reference to standard estimating manuals, the Contractor's Schedule of Values, or other documents, and to review the Contractor's estimate of the credit due.

G. **Periodic Change Orders**. The Contract Administrator is authorized to cumulate Work Authorizations and to process periodic Change Orders including additions and deletions, and to develop procedures providing the methods for such processing in addition to and consistent with those set forth in Division l.

Section 17.03. WORK AUTHORIZATIONS; PROCEDURE.

A. **Work Authorization Authorized**. The Contract Administrator or the County Administrative Officer, depending on amount, is authorized to issue Work Authorizations instructing the Contractor to proceed with extra work subject to the following maximum amounts, above which a Change Order must be approved by the Board of Supervisors.

B. **Maximum Amounts**. Work Authorizations may be issued by the Contract Administrator up to $2,000.99, and by the County Administrative Officer up to $25,000, maximum price adjustment

authorized thereby. Either may approve a time allocation for such work, subject to the procedure and limitations specified in Section 3.07-D.

C. **Quotation by Contractor**. Other than in extraordinary circumstances as described below, before a Work Authorization is issued the Contractor shall submit a quotation setting forth an estimated cost of the extra work to be performed with sufficient substantiating data to allow the County to evaluate the quotation, and an estimate of the time necessary to perform the extra work. If requested by the Contract Administrator, the Contractor shall provide additional data to support the quotation. The Contractor shall acknowledge the quotation as binding.

D. **Claim for Price Adjustment**. After the extra work specified on the Work Authorization is completed, the Contractor may submit a claim for a Contract Price Change Order due to the Work Authorization. The claim shall be supported with substantiating data to show the actual costs to perform the Work and the overhead and profit being claimed, as defined in Section 17.02 C and D. The maximum price adjustment claimed shall not exceed one-hundred-ten (110%) percent of the approved quotation.

E. **Claim for Time Adjustment**. If the Contractor claims that the Work Authorization has delayed the Contract Completion Time, he shall verify the claimed delay by demonstrating with reference to the approved Project Progress Schedule that the Work Authorization in fact caused a delay in the overall completion date of the Project. Upon such demonstration, the Contract Administrator shall process a request for a Contract Time extension Change Order pursuant to Article 3 hereof.

F. **Accumulation of Work Authorizations**. At the Contract Administrator's sole discretion, the Contractor's claims for change Orders arising from several Work Authorizations may be accumulated into periodic Change Orders adjusting Contract Price, Time, or both, separately or in one Change Order.

Such periodic Change Orders shall include deductions for Changes that constitute Deductive Change Orders, as defined in Section 17.02-F during the time period being considered in the periodic Change Order.

G. **Immediate Work Authorizations**. In the event extraordinary circumstances arise which require extra work to be authorized before a quotation is prepared by the Contractor, the Contract Administrator or County Administrative Officer may issue an immediate Work Authorization without such quotation. Such Work Authorization shall include a maximum authorized sum over which no price adjustment will be authorized. The determination as to whether circumstances as described above exist is discretionary with the County. Such Work Authorizations otherwise shall be processed as specified in this Section.

Section 17.04. EXTRA WORK CLAIMS; PROCEDURE.

If the Contractor claims that any Clarification or other instruction issued by the County requires work beyond the scope of the Agreement for Construction, the following provisions shall apply:

A. **Notice to Contract Administrator**. The Contractor shall notify the Contract Administrator of its claim, and submit a quotation for the claimed costs, in the same manner as specified in Section 17.03-C. The Contractor shall submit additional information requested by the Contract Administrator to decide the claim.

B. **Action by Contract Administrator**. The Contract Administrator shall review the Contractor's submittals and either approve or deny the Contractor's claim. The Contract Administrator shall issue his decision within twenty-one (21) days of receipt of a complete submittal from the Contractor. If the claim is approved, the Contract Administrator may process either a Change Order or Work Authorization, pursuant to this Article. If the claim is denied, the Contract Administrator shall so advise the Contractor. Thereafter, the Contractor shall proceed with the work in issue.

C. **Time**. If the claim is approved, the time during which the claim was being considered shall be included in the time allocation for the Work Authorization adjusting the claim, and Section 17.02 shall apply thereto; if the claim is adjusted by Change Order, any Time extension authorized thereby shall include the time during which the claim was pending. If the claim is denied, no time adjustment shall be authorized.

D. **Effect of Proceeding**. If the Contractor proceeds with the work without notifying the Contract Administrator pursuant to Paragraph A, or before a decision pursuant to Paragraph B, any claim for a Contract price and/or time adjustment shall be waived.

E. **Scheduling**. The Contractor is responsible to schedule the work and submit extra-work claims so the time required for decision, as specified in Paragraph B, does not delay the Work in general.

Section 17.05. ALLOWANCES; PROCEDURE.

The Contractor's bid includes the amounts specified for Allowances in the Contract Documents. Work or materials specified as included in the Allowance shall be provided by the Contractor for the Allowance amount.

The County reserves the right to specify work and/or materials which differ from those specified as included in the Allowance, in which case additive or deductive changes to the Contract Price shall be processed pursuant to this Section.

Unless otherwise expressly specified in the Contract Documents, the following provisions shall control the Price adjustment for the Allowance:

A. The Contract Price bid by the Contractor shall include the cost for the Allowance item(s), delivered to the Site, unloading, handling, storage, taxes, and all overhead and profit pertaining thereto. If the Allowance is specified as including labor, the Contract Price bid by the Contractor shall include all costs of such labor, including superintendence, overhead and profit.

B. If the County orders item (s) or labor different from those specified as included in the Allowance, the Contract Price shall be adjusted by either a deductive or additive Change Order pursuant to Section 17.02, or a Work Authorization pursuant to Section 17.03.

C. Unless another method is specified by the Allowance, the price adjustment shall be based upon the following:

1. The actual costs of the items ordered by the County, delivered to the Site and made ready for incorporation in the Project shall be compared to the material cost specified in the Allowance. "Actual costs" is defined by Section 17.02-D.

2. The actual costs of labor to incorporate the items ordered by the County in the Project shall be compared to the labor amounts specified in the allowance, if any. "Actual Costs" is

defined by Section 17.02-D.

3. The results of the materials and labor adjustments shall then be compared. If the net adjustment resulting from this comparison is additive, the Contractor shall be entitled to overhead and profit as specified by Section 17.02-D only on the net amount resulting from the previous calculations. Such overhead and profit shall include all sums authorized for all indirect costs associated with the Allowance, including materials, shipping, handling, unloading and storage and labor superintendence. If the net adjustment is negative, nothing shall be deducted for overhead and/or profit.
4. The resulting adjustment shall either be reflected in a separate Change Order or cumulated in a periodic Change Order, at the Contract Administrator's sole discretion.

5. Any Contract Time adjustment claimed by the Contractor shall be subject to Section 3.07.

Section 17.06. MINOR CHANGE ORDERS BY COUNTY ADMINISTRATIVE OFFICER.

The Yolo County Board of Supervisors has authorized the County Administrative Officer to order changes or additions in the work being performed under construction contracts, pursuant to Public Contracts Code Section 20142,

This authorization allows any change or addition in the Work to be ordered in writing by the County Administrative Officer when the extra cost to the County does not exceed the sum of TWENTY-FIVE-THOUSAND DOLLARS ($25,000) plus 5% of the amount of the contract in excess of $250,000.00, up to 10% of the Contract Price, whichever is less.

Section 17.07. CHANGE ORDERS REGARDING TIME FOR COMPLETION.

Any time extension authorized by the County pursuant to Article 3 hereof shall be set forth in a Change Order issued by the Board of Supervisors.

Section 17.08. CHANGE ORDERS DUE TO UNAVAILABLE MATERIALS.

In the event that the Contractor demonstrates good cause for a delay in the Contract Time due to the unavailability of materials, the County, in its sole discretion, may either grant a Contract Time extension change order pursuant to Section 3.07-A hereof, or utilize this Section.

In the event that the Project is unable to be completed due to unavailable materials, and if the Project is complete otherwise, the Contractor may request to delete the portion of the Project not yet completed from the Agreement for Construction, thereby allowing a Notice of Completion to be filed on the remainder of the Project. The County shall approve no such Change Order unless the Contractor accompanies his request with an offer to perform the work so deleted for a price not to exceed the value of the work deleted by such Change Order, such work to be commenced upon delivery of the materials, and diligently prosecuted to completion. In the event the County elects to accept the Contractor's offer, work done pursuant thereto shall not be construed as work done on the Project, nor shall such work be construed as affecting, in any way, the legal significance of the Notice of Completion filed on the Project.

The application of this Section is limited as follows:

A. No Change Order shall be issued pursuant to this Section until the Contractor has submitted all documents required for final payment.

B. This Section shall apply only to work the Completion of which is precluded due to unavailable materials.

C. Utilization of this Section lies solely within the discretion of the County, and such discretion hereby is delegated to the Contract Administrator.

Section 17.09. EFFECT OF CONTRACTOR'S ACCEPTANCE OF CHANGE ORDER.

By acceptance of a Change Order, Contractor agrees to the changes, if any, in the Contract Price specified for each item and to the specified extension of Time allowed, if any, for completion of the entire work on account of such Change Order, and agrees to furnish all labor and materials and perform all work necessary to complete all additional work specified therein for the price adjustment and within the time specified therein. Contractor shall make no additional claim for adjustment to the Contract Price or Time, nor for additional costs or damages, on account of the Work referenced in such Change Order. A Change Order duly issued by the County and accepted by the Contractor shall constitute a complete accord and satisfaction as to the Work, Contract Price and Contract Time changed thereby. Contractor shall defend and indemnify the County, as required by section 2.05, if any subcontractor asserts any claim against the County due to a duly issued and accepted Change Order.

Section 17.10. EFFECT ON SURETIES.

All changes authorized by the Contract Documents may be made without notice to or consent of the sureties on the performance and payment bonds, and shall not reduce their liability on the bonds.

The County reserves the right to require additional performance and payment bonds to secure a Change Order. In this event, the Change Order shall be increased by the actual cost of the bond premium for the additional bond amounts, if any, up for a maximum of 1%.

ARTICLE 18.

INSPECTION.

Section 18.01. ACCESS FOR INSPECTION.

The Contract Administrator, the Project Architect, the County Inspector(s), and other designated employees or agents of the County, and inspectors of all agencies of jurisdiction over the Project or funds used for the Project shall at all times have access for the purpose of observation to all parts of the Work and to all shops wherein the Work is in preparation. The Contractor shall cooperate and furnish such facilities and assistance as needed for the Inspector(s).

Sections 18.02. NOTICE OF READINESS FOR INSPECTION.

Where the Contract Documents, instructions by the Contract Administrator, laws, ordinances, or any public authority having jurisdiction requires work to be inspected, tested or approved before any portion of the Work proceeds, such work shall not proceed, nor shall it be covered up without inspection.

The Contractor shall give notice to the Contract Administrator at least two (2) days in advance of the readiness for any Contract compliance inspection by the County Inspector. The Contractor shall give notice as required by all other inspection agencies of jurisdiction for Code and regulation compliance inspection. In all cases, the Contractor shall schedule inspection so as not to delay the Work.

Section 18.03. CONTRACT COMPLIANCE INSPECTIONS.

All work done and all materials furnished shall be subject to the inspection and approval of the Contract Administrator for compliance with the Contract Documents, either acting personally or through the County Inspector(s).

Any work covered without required inspection, or not in compliance with the Contract Documents or instructions to the Contract Administrator, shall, upon the instruction of the Contract Administrator, be uncovered for inspection and properly restored after inspection and approval, at no cost to the County.

Section 18.04. INSPECTION OF COMPLETED WORK.

Should the Contract Administrator determine that it is necessary or advisable to make an inspection of Work already completed and inspected at any time before final inspection and acceptance of the Project, by removing or exposing the Work, Contractor shall, upon instruction of the Contract Administrator, promptly furnish all necessary facilities, labor and materials to do so. If such work is found to be defective in any aspect, the Contractor shall bear all expenses of such examination and satisfactory reconstruction. If, however, such work is found to meet the requirements of the Contract Documents, the additional cost of labor and materials necessarily involved in the examination and replacement shall be allowed the Contractor, and a Change Order shall be issued.

This Section shall not apply in the case of Work covered without required inspection, which is governed by Sections 18.02 and 18.03.

Section 18.05. AUTHORITY OF COUNTY; STOP WORK NOTICES.

The Contract Administrator and the County Inspector shall have the authority to order the Work

stopped if either determines that the Work is proceeding in violation of the Contract Documents or any orders issued by the Contract Administrator. Such order shall be effective only upon the posting of a stop work notice upon the Work or portions of the Work in question.

Upon issuing a stop work notice, the County Inspector shall immediately notify the Contract Administrator, who shall inspect the Work in question and determine whether it does or does not comply with Contract Documents. The decision of the Contract Administrator shall be final. The Contractor shall thereafter comply with the instructions of the Contract Administrator regarding corrections needed to cure the defect. The stopped Work shall be resumed only when such instructions are fulfilled, and a resume work notice is issued by the Contract Administrator. The Contractor shall not be entitled to an extension in time in the event of such suspension of Work, except as authorized in Section 3.14 hereof.

Section 18.06. EFFECTS OF INSPECTIONS.

Neither the final inspection and payment, nor any interim inspection or progress payment shall relieve the Contractor of any obligation to fully perform the Agreement for Construction as required by the Contract Documents and all applicable laws and regulations.

Any work, materials, or equipment not meeting the requirements and intent of the Contract Documents and all applicable laws and regulations may be rejected, and suitable work or materials shall be made good, notwithstanding the fact that such work or materials may previously have been inspected and/or payment therefore may have been made.

Section 18.07. AUTHORITY OF CONTRACT ADMINISTRATOR.

The Contract Administrator shall decide all questions which may arise as to the quality or acceptability of materials and/or equipment furnished or work performed, and as to the interpretation of Contract Documents and Specifications; all questions as to the acceptable performance of the Contract; and all questions as to compensation.

Section 18.08. AUTHORITY OF COUNTY INSPECTOR(S).

The designated County Inspector is a representative of the Contract Administrator for purposes of inspection of the work for compliance with the Contract Documents and monitoring the Contractor's performance. He is authorized to order a cessation of non- complying Work pursuant to Section 18.05, and to certify the field copies of the Contractor's requests for progress payments. He conducts meetings as required by Division 1 and the Technical Specifications and generally monitors the contractor's performance for the Contract Administrator.

If a person or firm other than the Construction Manager is engaged as County Inspector, the Inspector is not authorized to bind the County in discussions with the Contractor, nor to issue Clarifications, Field Orders, Work Authorizations, or Change Orders.

No interpretations of the Contract Documents made by the Inspector are binding on the County unless the Contract Administrator adopts such interpretation by a written clarification.

The Contractor shall not attempt to influence the Inspector in the performance of his duties, nor request him to exceed his authority. The County shall honor no request by the Contractor that is based on any action of the Inspector beyond the scope of the Inspector's authority as specified in this Section.

Section 18.09. BUILDING INSPECTIONS AND CODES.

The Contractor shall provide access to inspectors from all agencies having jurisdiction over the Project.

Such inspectors are independent of the Contract Administrator and the County Inspector(s), and approval by either shall not constitute approval by the other.

The Contractor shall obey all orders of the inspectors with jurisdiction, and if such inspector reports a violation of any Code within his jurisdiction, the Contractor immediately shall notify the Contract Administrator.

The Contractor is responsible to comply with all applicable Codes in the construction of the Work.

ARTICLE 19.

PUBLIC UTILITIES.

Section 19.01. UTILITIES USED DURING CONSTRUCTION.

Unless otherwise specified in the Contract Documents, the Contractor shall provide and pay for all necessary water, gas, and electricity required for himself, and all trades employed in the performance of the Agreement for Construction.

The Contractor shall send all required notices, make all necessary arrangements, and perform all other services required in the care and maintenance of such utilities, and assume all financial responsibility concerning the care and maintenance of said utilities.

All temporary connections to such utilities shall be maintained in such manner as not to interfere with the continuing use of such utilities by the County during the entire progress of the Work.

The enclosing of such public utility equipment shall be done by the Contractor consistent with the requirements of the utility. Upon completion of the Work, the Contractor shall remove all enclosures and fill-in and leave in a finished condition all openings for such utilities.

Section 19.02. LIGHTING.

Contractor shall furnish, wire for, install and maintain temporary electric light whenever it is necessary to provide illumination for the proper performance and inspection of the Work, unless otherwise specified. The lighting shall provide sufficient illumination and shall be so placed and distributed that the Contract Documents can be easily read in every place where the Work is being performed. This temporary lighting equipment may be moved about, but shall be maintained throughout the Work and available for the use of the Contract Administrator or County Inspector(s) whenever required for inspection.

Section 19.03. PERMANENT UTILITIES; INSTALLATION.

The Contractor shall install all permanent utilities called for by the Construction Documents strictly in compliance with all laws, regulations and requirements of the particular utility company or governmental agency providing the utility.

Section 19.04. TOILET FACILITIES FOR WORKERS.

The Contractor shall provide and maintain for the duration of the Work temporary toilet facilitates as required by the Yolo County Health Department, which shall be weather-tight structures with raised floors.

The Contractor shall service such facilities daily and shall pump such facilities as required, to maintain them in a clean and sanitary condition.

Section 19.05. DISRUPTION OF UTILITY SERVICE.

The Contractor shall secure the advance approval of the Contract Administrator regarding scheduling of any disruption of utility service to other structures necessitated by the Work.

The Contractor is advised that unscheduled disruptions of electrical service to County buildings may seriously damage computer and word-processing equipment and/or software, and other equipment and/or

material in use in such building, and the Contractor will be liable for all resulting repair and re-programming costs if occasioned by an unscheduled disruption caused by Contractor.

Section 19.06. UTILITIES FOR COUNTY PERSONNEL.

If the Contract Documents call for the Contractor to provide temporary on-site office trailers for County personnel involved in the Project, the Contractor shall provide utility services for such trailers pursuant to this Article.

ARTICLE 20.

PERMITS, LICENSES, ORDINANCES AND REGULATIONS.

Section 20.01. COMPLIANCE WITH CONSTRUCTION REGULATIONS.

The Contractor shall conduct the Work so that all laws, regulations, and ordinances for the protection of the public and the workers shall be obeyed fully both by the Contractor and by all subcontractors on the site.

The Contractor shall obtain and keep current all licenses or permits required by the State Contractor's Licensing Act and/or other licenses required to authorize him to perform the Work and shall require all subcontractors to comply with this section.

Section 20.02. PERMITS; FEES.

Unless otherwise specified by the Contract Documents or ordered by the Contract Administrator, the Contractor shall obtain all permits, licenses and/or entitlements that are required for the performance of the Work by all laws, ordinances, rules, and regulations or orders of any officer and/or body with jurisdiction, shall give all notices necessary in connection therewith, and shall pay all fees required relating thereto and all costs or expenses incurred on account thereof.

Section 20.03. COMPLIANCE WITH LAWS AND REGULATIONS.

The Contractor shall keep himself fully informed of and shall observe and comply with, and shall cause all subcontractors and all employees to observe and comply with all Federal and State laws, and County or Municipal Ordinances, regulations, orders or decrees which in any manner affect those engaged or employed on the Work, or the materials used in the Work, or in any way affect the conduct of the Work. The Contractor shall ensure that the Work is constructed and completed in compliance with all applicable laws and regulations.

Section 20.04. VIOLATION OF LAWS AND REGULATIONS; INDEMNITY.

The Contractor shall save harmless, defend, and indemnify the County and all of its officers, agents, and employees against any liability or claim arising from or based upon the violation of any law, ordinance, regulation, order or decree, whether by himself, his agents, employees, or his subcontractors or their agents or employees.

Section 20.05. SPECIFIC STATE LAWS AND REGULATIONS.

In addition to the general requirements set forth above, the Contractor's attention is directed to and Contractor shall be responsible for performing and completing the Work in compliance with all laws of the State of California governing the construction of buildings in general as well as those governing construction of public buildings, including, without limitation, the following:

A. The California Health & Safety Code and all applicable Administrative Code regulations adopted pursuant thereto.

B. All laws governing the employment of labor, qualifications for employment of aliens, payment of employees, convict-made materials, domestic and foreign materials, and accident prevention.

C. Title XIX of the California Administrative Code entitled, "Public Safety", Chapter 1, State Fire Marshal, Sub-chapter 12, General Fire and Panic Safety".

D. General Industrial Safety Orders, including but not limited to the provisions of Title VIII of the California Administrative Code relating to safe and proper use, construction, disposal, etc. or materials, machinery, and building appurtenances as therein set forth.

E. All rules and regulations of the State Fire Marshall; the safety orders of the Division of Industrial Safety; and Department of Industrial Relations regulations.

All of the above laws and regulations are expressly incorporated in the Agreement for Construction and are as much a part of the Contract Documents as if they were incorporated in their entirety in these General Conditions.

The Contractor shall not interpret the enumeration set forth above as being a complete listing of all applicable laws. It is also the Contractor's responsibility to inform himself regarding the requirements of all applicable laws regarding the performance of construction contracts for California counties and to obey them, and the Contractor agrees by execution of the Agreement for Construction to do so at his sole cost, expense and risk. (See also Section 14.07 regarding Cal OSHA and Section 20.08 regarding hazardous materials).

Section 20.06. COMPLIANCE WITH CONDITIONS OF PERMITS.

The Contractor shall conduct the Work in conformity with the conditions imposed on all permits or other entitlements which address the performance of the Work by the Contractor, whether or not such permits or entitlements are incorporated in the contract Documents.

Such permits may include, but are not limited to, measures required during the construction of the Work and incorporated in the Project to avoid or mitigate the environmental effects of the Project, pursuant to the California Environmental Quality Act, and conditions imposed on use permits issued by any agency with jurisdiction.

It shall be the Contractor's responsibility at all stages, from bidding through final completion, to inform himself of the requirements of any such permits. Copies are available from the Contract Administrator.

The Contractor's attention is directed to the Supplementary Conditions and Technical Specifications setting forth additional requirements, if any, regarding this subject.

Section 20.07. COMPLIANCE WITH CONDITIONS OF GRANTS.

The Contractor shall conform to all requirements of Federal and/or State authorities that have provided grant funding for the Project. Specific requirements are specified in the Supplementary Conditions and Division 1. Without limitation thereof, Contractor shall keep financial, wage and hours, equal employment opportunity and other records required by any such grant and shall allow access to the Site by inspectors from such agencies.

The Contractor shall cooperate fully with and assist the County in its efforts to comply with all conditions imposed on such grant funding.

Section 20.08. HARMONIZATION WITH CONTRACT DOCUMENTS.

The Contract Documents are intended to be coordinated to described and provide for the complete Project in a manner that complies with all applicable laws and regulations.

In the event of a conflict between the Contract Documents and the applicable laws and regulations, the applicable laws and regulations shall govern; provided, however, that in the event of conflict involving quantity or quality, the greater quantity and the higher quality shall be furnished. All other conflicts shall be handled in the manner described in the Agreement for Construction.

Section 20.09. COMPLIANCE WITH HAZARDOUS MATERIALS REPORTING AND USE REQUIREMENTS; CLEAN-UP; INDEMNITY; WITHHOLD.

A. **Reporting and Use**: The Contractor shall file all reports required by Federal and/or State agencies regarding the presence on the Site and/or use of toxic or any hazardous material and shall store and/or use such materials in strict conformity with all applicable laws and regulations.

B. **Clean-Up**: The Contractor shall clean-up any toxic or hazardous spill or pollution caused by the Contractor and/or any subcontractor, material man or carrier occurring on the Site, and shall remove all polluted water, dirt or materials to an approved disposal site, as required by the Federal and/or State agencies with jurisdiction or, if none, by the County Health Department, all without cost to the County.

C. **Indemnity**: The Contractor shall save harmless, indemnify and reimburse the County for all costs for defense of any County liability, cost, claim or damages resulting from the Contractor's failure to perform Paragraphs "A" and/or "B" of this Section, and/or a toxic or hazardous spill within Paragraph "B" of this Section.

D. **Withhold**: In addition to all withholds or retentions authorized by the Agreement for Construction, the County shall retain sums sufficient to offset the County's costs resulting from Contractor's failure, refusal or neglect to conform to all requirements of this Section.

ARTICLE 21.

PRESERVATION AND CLEANING.

Section 21.01. PROTECTION OF WORK.

The Contractor shall protect and preserve the Work from all damage or accident, and shall at its cost provide any temporary roofs, window and door coverings, enclosures, boxing, or other construction as required for this purpose.

Section 21.02. PERIODIC CLEANING OF PROJECT.

The Contractor shall properly clean the Site and the Work as it progresses, and from time to time shall remove all dirt, debris, waste, rubbish, and implements of service from the Project and the Site. Debris, waste, or unused construction materials shall not be left under, in, or about the Project, nor allowed to accumulate in the Project or the Site. The Technical Specifications specify additional requirements regarding this subject.

The Contractor, at its sole cost, shall contract with a disposal company to remove all such rubbish, and shall have the containers therefore emptied at frequent enough intervals so that waste does not overflow the containers.

Section 21.03. FINAL CLEANING OF PROJECT.

Prior to the request for Final Inspection, the Contractor shall thoroughly clean the interior and exterior of the Work, and do all things required by the Technical Specifications regarding final cleaning.

Final cleaning shall not be accepted unless the Project is in all respects ready to occupy without further cleaning by County forces.

ARTICLE 22.

OCCUPANCY BY COUNTY.

Section 22.01. USE OF COMPLETED WORK.

Whenever, in the opinion of the County, the Work or any part thereof is in a condition suitable for use, and the best interests of the County require such use, the County may take possession of, connect to, and open for public or County use, the Work or any part thereof, subject to this Article.

Section 22.02. REPAIRS OR RENEWALS IN THE WORK.

Prior to the date of final acceptance of the Work by the County, all necessary repairs or renewals of the portion of the Work occupied pursuant to Section 22.01 hereinabove (or part thereof) shall be made at the Contractor's expense if necessary due to defective material and/or workmanship, or to the operations of the Contractor, ordinary wear and tear excepted.

Section 22.03. EFFECT OF OCCUPANCY.

The occupancy by the County of the Work or any part thereof as authorized by this Article shall in no case be construed as constituting acceptance by the County of the Work or any part thereof. Such use shall neither relieve the Contractor of any of his responsibilities under the Contract Documents, nor act as a waiver by the County of any of the terms or conditions of the Agreement for Construction. Notwithstanding occupancy by the County pursuant to this Article, the warranty periods on all products and the Contractor's basic warranty pursuant to Article 26 shall not commence, and the term thereof shall not be diminished, as a result of County occupancy. The warranty periods commence only upon recordation of a Notice of Cessation of Work or a Notice of Completion.

Section 22.04. COORDINATION WITH OTHER ACTIVITIES.

In the event that the Project, or any portion of the Site, is occupied by the County during the Work, it shall be the responsibility of the Contractor to conduct his operations so as not to unreasonably interfere with the use of the occupied portions by the County.

The Contractor shall submit periodic schedules to the Contract Administrator proposing the times, areas, and types of work to be done within such areas. The Contract Administrator shall approve, conditionally approve, or reject such schedule, and the Contractor shall comply with the Contract Administrator's instruction.

In the event that the Work produces conditions rendering uninhabitable the portions of the Project, the Site, or other areas occupied by the County, either because of noise, dust, vibration, smoke, fumes, or for any other cause, the Contract Administrator may order the Work ceased, or modifications to the schedule, and the Contractor shall comply at it's sole cost and expense.

Section 22.05. PRICE OR TIME ADJUSTMENTS.

In the event the County exercises its right to take early occupancy pursuant to this Article, and provided that the Contract Documents at the time of bidding did not specifically indicate the County's intention to do so, the Contractor may request an adjustment to the Contract Price and/or Time, for extra costs and/or time directly caused by the early occupancy. Article 17 shall apply to any request by the Contractor for a Contract Price adjustment, and Article 3 to a Contract Time adjustment, resulting from the

County's occupancy pursuant to this Article.

ARTICLE 23.

PROGRESS PAYMENTS.

Section 23.01. SUBMISSION OF CLAIMS.

On or before the seventh (7th) day of each month, the Contractor shall prepare and forward to the Contract Administrator a statement in writing, on forms provided by the County, detailing the following work done during the preceding month:

A. The units or work completed during the preceding month, with reference to the Progress and Value Schedules approved pursuant to Article 3, or approved modifications thereto, and the date of inspection and approval thereof.

B. The portion of the progress claim attributable to such units of work.

C. All acceptable materials furnished and delivered to and stored on the Site or other approved location far use in the performance of the Work, but not yet incorporated in the Work.

D. The value of such materials, with reference to the Schedules of Value provided pursuant to Article 3 hereof.

E. The date of inspection and approval by the County of any such materials and labor.

If the Contract Documents require the sampling and testing of any such materials or labor, the claim shall indicate whether such sampling and testing has been approved and, if so, the date thereof.

As part of such claim for payment, the Contractor shall agree that, upon payment of such claim (or part thereof), the Contractor will indemnify, defend and hold harmless the County, its officers, agents and employees from and against any and all claims for damages, costs, compensation or any other recovery, including but not limited to claims of the Contractor, subcontractors, suppliers, laborers and workers, based upon the portion of the Work for which payment is claimed (or such part thereof for which payment is made). As part of such claim for payment, Contractor shall also provide proof that all subcontractors, suppliers, etc. have been paid and have provided releases for all portions of the Work for which the Contractor has previously been paid. Such claims shall be executed by the Contractor under penalty of perjury.

Each payment request shall be reviewed by the Contract Administrator as soon as practical after receipt for the purpose of determining that the payment request is a proper payment request. Any payment request determined not to be a proper payment request suitable for payment shall be returned to the contractor as soon as practicable, but not later than seven days, after receipt. A request returned pursuant to this paragraph shall be accompanied by a document setting forth in writing the reasons why the payment request is not proper.

Within seven (7) days of receipt of a fully completed claim form, the Contract Administrator shall verify such claim and shall take such steps as are necessary to investigate the accuracy of any statements made by the Contractor. Contractor shall provide such other and further documentation as ordered by the Contract Administrator to enable verification of a claim for a progress payment and the time until such additional documentation is delivered shall extend the time for processing the claim.

The Contract Administrator shall verify the claims for progress payments by use of the Progress and

Value schedules approved pursuant to Article 3 hereinabove, or subsequently approved modifications thereto.

Section 23.02. PAYMENT; WITHHOLDS.

Upon approval of a claim for progress payment by the Contract Administrator, such claim shall be paid; provided, however, that the following amounts shall be withheld as security:

A. No greater than Ten (10%) percent of the value of the Work done;

B. Ten (10%) percent of the value of the acceptable materials delivered to and accepted by the County, but not yet incorporated in the Work.

Within the time specified in Division 1, the County shall pay to the Contractor, while the Contractor is carrying on the Work, the balance of any progress payment not withheld as set forth above, after deducting therefrom all previous payments and all sums to be retained under the provisions of law or of the Contract Documents.

No payment by the County shall be construed to be an approval by the County of any defective work or improper materials, nor as an acceptance as completed of any portion of the Work.

If the County fails to make any progress payment within 30 days after receipt of an undisputed and properly submitted payment request, the County shall pay interest to the Contractor equivalent to the legal rate set forth in subdivision (a) of Section 685.010 of the Code of Civil Procedure.

Section 23.03. POSTING SECURITIES IN LIEU OF WITHHOLDS.

Pursuant to Public Contract Code Section 22300, at the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the County, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor upon satisfactory completion of the Contract.

Securities eligible for investment under this section shall include those listed in Government Code 16430 or bank or savings and loan certificates of deposit.

The Contractor shall be the beneficial owner of any securities substituted for monies withheld and shall receive any interest hereon.

The escrow agent shall be a trustee of the County.

Section 23.04. RETAINING ADDITIONAL AMOUNTS; GROUNDS.

In addition to the amounts which the County withholds as provided in Section 23.02, the County shall retain a sufficient amount of any payment otherwise due to the Contractor as in the sole discretion of the Contract Administrator may be necessary to protect the County in the event of the following:

A. The receipt of Stop Notices and Claims against the Contractor or any subcontractor for labor or materials furnished on the Project;

B. For the cost to correct defective work not remedied, including failure to periodically clean the Site and Work as specified in Section 21.02.

C. For failure of the Contractor to make progress payments to any of its subcontractors;

D. For the occurrence of reasonable doubt that the Project can be completed for the balance of the Contract Price, as reflected in the approved Schedule of Values, or within the Contract Time, as shown on the approved Progress Schedule;

E. For the refusal of the Contractor to commit sufficient resources so that the Work proceeds in accordance with the approved Progress Schedule. Section 3.11 regarding Liquidated Damages shall apply in such event;

F. For failure of the Contractor to comply with any lawful or proper direction concerning the work given by any County representative authorized to have given such instruction;

G. For claims and/or penalties which State or Federal law assesses against the Contractor for violation of such law, including prevailing wage claims;

H. For any claim or penalty asserted against the County by virtue of the Contractor's failure to comply with the provisions of all governing laws, ordinances, regulations, rules and orders;

I. For any reason specified elsewhere in the Contract Documents as grounds for retention.

In order to adequately to protect the County, the basic standard to determine the amount of retention pursuant to this section shall be ONE-HUNDRED-TWENTY-FIVE (125%) PERCENT of the amounts claimed or the value of the Work not done or defectively done, plus interest and litigation costs; provided, however, that County retains the authority to retain greater sums should such sums be necessary in the County's discretion adequately to protect it.

In the event the progress of the Work does not meet the approved Progress Schedule, the County may retain the amounts specified in Section 3.11 and Section 2 of the Agreement for Construction for each day the Work is behind schedule.

The County retains the right to make, or not to make, any partial progress payment involving sums not in dispute, or to retain the total progress payment pending resolution of any such dispute.

Section 23.05. DISBURSEMENT OF RETAINED AMOUNTS.

The County, in its sole discretion, may apply any such retained amount or amounts to the payment of any such claims resulting in a retention. Any payment, so made by the County, shall be considered as a payment made under this Contract by the County to the Contractor. The County shall not be liable to the Contractor for any such payments made in good faith. Such payments may be made without a prior judicial determination of the claim or claims. The County shall render to the Contractor a proper accounting of any such funds dispersed on behalf of the Contractor. The County reserves the right to utilize warrants issued to the Contractor and Claimant as joint payees for this purpose.

Prior to applying such amounts as stated hereinabove, County shall afford the Contractor an opportunity to present good cause, if any he has, why the claim or claims in issue are not valid or just claims against the Contractor. The County then reserves the right to take such further steps as are appropriate, in its sole discretion, including, but not limited to, seeking a judicial resolution of the controversy.

Section 23.06. CORRECTION OF STATEMENT AND WITHHOLDING OF PAYMENT.

No inaccuracy or error in any claim provided by the Contractor shall operate to release the Contractor or any surety from the error, or from damages arising from such error, or from any obligation imposed by the Contract Documents. The County shall retain the right subsequently to correct any error made in any previously approved claim for the progress payment, or progress payment issued, by later adjustments to subsequent progress payments.

Section 23.07. EFFECT OF PROGRESS PAYMENTS.

Neither the payment, the withholding, nor the retention of all or any portion of any progress payment claimed to be due and owing to the contractor shall operate in any way to relieve the Contractor from his obligations under the Agreement for Construction. The Contractor shall continue diligently to prosecute the Work without reference to the payment, withhold or retention, of any progress payment. The payment withhold or retention of any progress payment shall not be grounds for an adjustment to the Contract Time or Contract Price. By making progress payments, the County waives no right nor releases any obligation of the Contractor to the County.

ARTICLE 24.

FINAL INSPECTION.

Section 24.01. NOTICE OF FINAL INSPECTION.

When the Work is completed, the Contractor shall request a final inspection. Within ten (10) days of the receipt of such request, the Contract Administrator shall make a final inspection. The Contractor or his representatives may be present at the final inspection. The purpose of such final inspection shall be to determine whether the Work has been fully completed in accordance with the Contract Documents, including all modifications previously issued.

Section 24.02. PUNCH LIST.

The Contract Administrator shall notify the Contractor in writing of any deficiencies to be remedied prior to final acceptance, by preparing a written list of deficiencies, known in the industry as a "punch list".

The Contractor shall remedy all items shown on the punch list prior to final acceptance by the Contract Administrator.

The Contract Administrator is not authorized to amend the Contract by use of the punch list; it is provided solely for the benefit of the Contractor to enable him to determine whether items must be corrected before final acceptance will be recommended by the Contract Administrator. The County reserves the right to require compliance with the Contract Documents, notwithstanding the issuance of a punch list or the completion by the Contractor of all items on the punch list.

In the event that the Work still does not comply with the Contract Documents, the County reserves the right to issue such further punch lists as may be required, or to deduct from the final payment the cost of correction of any Work not completed in accordance with the Contract Documents without the issuance of further punch lists.

Section 24.03. ADDITIONAL SUBMITTALS.

After completion of work on punch list items, and before the Contractor's Request for Final Payment, the Contractor shall submit the following items:

A. A complete and accurate accounting, showing the total amounts claimed by the Contractor, all subcontractors and all suppliers due for final payment of the Project. The accounting shall identify first-tier subcontractors (those with a contract directly with the contractor) separately from all other claimants, and shall include all subcontractors listed by the Contractor pursuant to Article 11. This accounting shall be submitted under penalty of perjury.

B. A complete and accurate set of Record (as-built) Drawings prepared by the Contractor pursuant to Section 4.05, Section 01720 of Division 1, and the Technical Specifications.

C. The Contractor's guarantee required by Article 26 hereof, and all other guarantees and warranties required by the Contract Documents.

D. The Contract bond securing the Contractor's guarantee pursuant to Article 26 hereof.

E. Proof acceptable to County of proper release from all claims regarding patents and/or copyrights

pursuant to Section 6.09 hereof.

F. All operating manuals required by the Technical Specifications for all mechanical and electrical installations.

G. All other submittals required by the Contract Documents prior to final payment.

Section 24.04. SYSTEMS DEMONSTRATION.

Before submitting a Request for Final Payment, Contractor shall demonstrate the operation of all systems in the Work to such persons as directed by the Contract Administrator, and shall instruct County personnel in the operation, adjustment, and maintenance of all equipment and systems, as required by Section 01735 of Division 1.

ARTICLE 25.

ACCEPTANCE AND FINAL PAYMENT; ADMINISTRATION OF THE WITHHOLD ACCOUNT.

Section 25.01. CONTRACTOR'S REQUEST FOR FINAL PAYMENTS AND CHANGE ORDERS.

When the Work is fully (100%) complete and all items on the punch list have been satisfied, or the Contractor contends that such items are not required by the Contract Documents, the Contractor shall submit Requests for Final Progress Payment and Final Payment.

The request for Final Progress Payment shall include the total amount the Contractor contends is due on the Contract Price less the amounts to be withheld for Final Payment. The amounts to be withheld for Final Payment shall include no less than One-Hundred Twenty-Five Percent (125%) of the total of all claims identified by the Contractor in the accounting submitted pursuant to Section 24.03-A, plus One-Hundred-Twenty-Five Percent (125%) of all unpaid claims against the Project by the County or any other claimant, which claims authorize a County withhold and/or retention pursuant to the Contract Documents, State or Federal law.

With the requests for Final Progress Payment, the Contractor shall submit its request for a final Contract Price Change Order with all information required by Article 17, and/or Contract Time Change Order, with all information required by Article 3, if the Contractor requests an adjustment in the Contract Price and/or Contract Time then in effect.

Section 25.02. CONTRACTOR ADMINISTRATOR'S ESTIMATE.

Upon receipt of all required submittals and the Contractor's Requests for Final Payments, the Contract Administrator shall conduct a final inspection to identify any deviations from the Contract Documents in the Work, and estimate the cost of corrections of such deviations.

After Final Inspection, the Contract Administrator shall prepare an estimate of the final sum due the Contractor. Said estimate shall take into account the Contract Price, as adjusted by any Change Orders; amounts previously paid; the Final Progress Payment; and sums to be withheld and/or retained for claims against the Project for incomplete work, liquidated damages, and for any other cause under the Contract. The Contract Administrator shall also prepare a recommendation on the Contractor's request for a Final Change Order, if any. The final estimate shall be transmitted to the Yolo County Board of Supervisors along with the Contractor's Request for final payment and the Contract Administrator's recommendations on the Contractor's request for final Change Order, if any. The Contract Administrator shall deliver a copy of this transmittal to the Contractor.

The Contract Administrator's estimate shall address whether the completion date for purposes of calculating liquidated damages should relate back to the date of the Contractor's Request for Final Payment, pursuant to Section 3.06.

Section 25.03. PROTEST TO BOARD OF SUPERVISORS.

If the Contractor contests the estimate of sums due prepared by the Contract Administrator, the Contractor shall, within five (5) days following delivery of the Contract Administrators' final inspection report, file his protest in writing with the Clerk of the Board of Supervisors, setting forth in detail all grounds alleged to justify adjustment to the Contract Administrator's final estimate. Failure to file such protest shall constitute a waiver of the right to contest or otherwise challenge the Contract Administrator's final inspection report and estimate, and acceptance of the rest by Contractor.

Section 25.04. RESOLUTION AUTHORIZING ACCEPTANCE OF CONTRACT AND RECORDATION OF NOTICE OF COMPLETION.

Acceptance of the Work by the Board of Supervisors and the recordation of a Notice of Completion shall be in the manner prescribed by law, provided that the County is of the opinion that the Work is fully and satisfactorily completed and the provisions of the Contract Documents fully and satisfactorily performed in all respects. The acceptance of the Work by the County will only be made by resolution of the Board of Supervisors in a regular session. The Notice of Completion shall specify the date of the Resolution of Acceptance as the completion date, and shall be recorded in the manner provided by law.

The County reserves all rights provided by law and/or the Contract Documents if the Work is not fully satisfactory and complete in all respects.

The resolution shall specify the final Contract Price and Time, with deductions and/or offsets for liquidated damages, the cost of correction of defective work or workmanship, inadequate clean-up, non-compliance with the Contract Documents, or statutory fines, forfeitures or penalties.

Section 25.05. DETERMINATION OF FINAL PROGRESS PAYMENT AND WITHHOLD AMOUNT.

After the Board of Supervisors has approved a Final Contract Price and Time, the Contract Administrator shall adjust the withhold Amount, as follows:

A. At no time shall the withhold amount be less than five (5%) percent of the Final Contract Price, or One-Hundred-twenty-Five (125%) percent of the total of all claims against the Project from all sources, including the County, whichever is the greater amount.

B. The Contract Administrator is authorized to withhold additional sums necessary to protect the County in his sole discretion, if claims, including State or Federal prevailing wage claims, and/or stop notices are filed, or to secure the County's own claims.

C. The Contract Administrator is authorized to process payment(s) to the Contractor at such frequency as the Contract Administrator shall determine, when the Contractor has provided acceptable submittals with its request(s) for release of withheld amounts, as specified in Section 25.06.

Section 25.06. SUBMITTALS FOR RELEASE OF WITHHELD AMOUNTS.

With its request for release of amounts withheld and/or retained by the County, the Contractor shall submit the following:

A. Receipts and releases on forms standard in the industry and approved by the County, from all first-tier subcontractors, releasing the County from all further claim or liability.

B. Receipts and releases, including Stop Notice releases if stop notices have been filed, from any persons or firms claiming against the Project; or fully executed agreements by such claimants specifying a settlement of their claims.

C. Releases and authorizations to pay from any State or Federal agency claiming against the Project, including prevailing wage claims.

D. Waiver of all claims by the Contractor against the County except those which the Contractor expressly specifies therein as being outstanding and not included in the waiver.

The maximum amount the Contractor may request to be released shall not exceed the amount specified in Section 25.05-A.

Section 25.07. ADMINISTRATION OF WITHHOLD ACCOUNT.

The County reserves all rights regarding its administration of the withhold fund, with or without filed Stop Notices, including all judicial remedies provided by law.

In its sole discretion, the County may contact such claimants, or any of them, and reach independent settlement of their claims, through use of warrants jointly payable to claimants or otherwise.

In addition, the County is authorized to retain sums as needed, in its sole discretion, to secure its own claims.

Section 25.08, PAYMENT OF WITHHELD AMOUNTS.

On the thirty-fifth (35th) calendar day following recordation of a Notice of Completion, the undisputed balance owing in the withhold account shall be due and payable to Contractor.

The "undisputed balance owing" shall be the difference between the final Contract Price fixed by the Board of Supervisors' Resolution of Acceptance less the following amounts:

A. All payments made to date;

B. One-Hundred-Twenty-Five (125%) percent of the total amounts claimed in unresolved stop notices on file with the County or wage claims and related penalties in the jurisdiction of any State or Federal wage compliance office;

C. The total of any claims by the County for defective work, and/or liquidated damages.

The balance owing shall be "due and payable" upon presentation by the Contractor of releases executed by the Contractor, releasing the County of Yolo from all claims arising by virtue of the Agreement for Construction related to the amounts released from the withhold.

Payment of undisputed contract amounts is contingent upon the Contractor furnishing the County with a release of all claims against the public entity arising by virtue of the Agreement for Construction. The Contractor shall specifically identify in the release any disputed claim, including the amount thereof, which is excluded from the release. Any claim not so specified within the release shall be forever released, discharged, and waived. If the Contractor disputes the amount owing by the County, the final balance in the Withhold Account shall become due and payable only upon execution by the Contractor and the County of an accord and satisfaction agreement acceptable to both, by which both release the other from all claims.

If the Contractor accepts the final balance in the Withhold Account as the total due and payable by the County, and provides a written final release, the accord and satisfaction agreement shall not be required.

Nothing in this Article shall be construed as requiring the Contractor to waive any claim against the County in violation of Public Contracts Code Section 7100, nor as constituting a waiver by the County of any claim or legal right against the Contractor.

Section 25.09. NON-WAIVER.

Neither acceptance of nor payment for the Work or any part thereof, nor any extension of time, nor any possession taken by the County shall operate as a waiver of any of the provisions of the Agreement for Construction, nor shall a waiver of any breach of this Agreement be held to be a waiver of any other or subsequent breach. In addition, adoption of a Resolution of Acceptance and recordation of a Notice of Completion shall not be deemed an acceptance of latent defects, shall not constitute a waiver of any of the provisions of the Agreement, and shall not relive the Contractor of its obligation to complete the work as specified in the Contract Documents and in compliance with all applicable laws and regulations.

Section 25.10. WORK AFTER NOTICE OF COMPLETION.

Contractor shall do no work after recordation of a Notice of Completion, save only work required by the warranties and guarantees provided under the Agreement for Construction.

Any work done after recordation of a Notice of Completion shall be conclusively presumed to be in furtherance of the Contractor's obligations on such warranties and guarantees for all purposes.

Section 25.11. STOP NOTICES; WHERE TO FILE; ENFORCEMENT.

All persons are advised hereby that all Preliminary Notices and Stop Notices shall be filed at the following address:

County of Yolo
General Services Director
General Services Department
120 West Main Street, Suite D
Woodland, CA 95695

The envelopes and the Notice shall clearly designate the name of the Project.

The Contractor shall cause the provisions of this Section to be inserted in all subcontracts and material contracts executed by the Contractor and notice of this provision shall be given to all persons furnishing materials for the Work.

All Stop Notice claimants are referred to Civil Code Section 3103 for the required contents of a Stop Notice, and Sections 3179 and following regarding enforcement/release of Stop Notice.

ARTICLE 26.

GUARANTEES AND WARRANTIES.

Section 26.01. GUARANTEE REQUIRED.

In addition to any guarantees required elsewhere by the Contract Documents, the Contractor shall guarantee the Work for a period of one (1) year from and after the recordation of the Notice of Completion, Notice of Cessation or, if neither is recorded, upon actual cessation of the Work. Such guarantee shall be made on the form provided, as set forth in Section 26.02 below.

Such guarantee is in addition to, and not in lieu of, the County's rights to enforce the Agreement for Construction in all respects, and the County's rights on all other guarantees and warranties required by the Technical Specifications.

Section 26.02. FORM OF GUARANTEE.

The guarantee required by this Article shall provide as follows:

The (Contractor) hereby unconditionally guarantees that the Work performed pursuant to the (Name of Project) Agreement for Construction (Yolo County Agreement No.) has been fully performed and completed in accordance with the requirements of the Agreement for Construction therefore and in compliance with all applicable laws and regulations, and further guarantees the Work of the Contract to be and remain free of defects in workmanship and materials for a period of one (1) year from the date of recordation of a Notice of Completion, Notice of Cessation, or actual cessation of work, whichever is longer. The Contractor hereby agrees to repair or replace any and all the Work, together with any adjacent Work which may have been damaged or displaced in so doing, that is not in accordance with the requirements of the Agreement and applicable laws and regulations, or that may be defective in its workmanship or material within the guarantee period specified, without any expense whatsoever to the County of Yolo, ordinary wear and tear excepted. The Contractor has provided contract bonds that will remain in full force and effect during the guarantee period.

The Contractor further agrees that within ten (10) calendar days after being notified in writing by the County of Yolo of any Work not in accordance with the foregoing requirements he will commence and prosecute with due diligence all Work necessary to fulfill the terms of this guarantee, and to complete the Work within a reasonable period of time. In the event he fails to so comply, he does hereby authorize the County of Yolo to proceed to have such Work done at the Contractor's expense and he will pay the cost thereof upon demand. The County shall be entitled to all costs, including reasonable attorney fees, necessarily incurred upon the Contractor's refusal to pay the above costs.

Notwithstanding the foregoing paragraph, in the event of an emergency constituting an immediate hazard to the health or safety of the employees or property of the County of Yolo, the County may undertake, at the Contractor's expense and without prior notice, all Work necessary to correct such hazardous condition when it was caused by the Work and/or the Contractor’s not being in accordance with the foregoing requirements, and to charge the same to the Contractor as specified in the preceding paragraph.

This guarantee set forth herein is not intended by the parties, nor shall it be construed, as in any way limiting or reducing the County of Yolo’s rights to enforce all terms of the Agreement for Construction referenced hereinabove or the time for enforcement hereof. This guarantee is provided

in addition to, and not in lieu of, the County's rights on such Agreement.

This Agreement is in addition to, and not in lieu of, the County's rights on all other guarantees and warrants required by the Contract Documents.

CONTRACTOR' SIGNATURE

(CORPORATE SEAL)

Section 26.03. GUARANTEE CONTRACT BOND.

Prior to Final Payment, the Contractor shall post a surety securing performance of his guarantee, as required by section 2.04 hereof.

Section 26.04. OTHER GUARANTEES.

All other guarantees or warranties required by the Contract Documents shall be subject to approval as to form by the County. At a minimum, such guarantees or warranties shall provide that the guarantor/warrantor shall repair or replace defective materials and/or workmanship, along with adjacent work that may be damaged or displaced in so doing and shall be unconditional. Such guarantees are in addition to, and not in lieu of, the product manufacturers' warranties, expressed or implied, and the Contractor's guarantee required by this Article.

Section 26.05. GUARANTEES NOT WAIVER.

By accepting the guarantees required by the Contract Documents, the County shall not be deemed to have waived any warranty or buyer protection implied, required and/or provided by the law of the State of California, nor to have altered any applicable statute of limitations regarding enforcement of any right of the County created by the Agreement for construction or otherwise. These guarantees and warranties are in addition to, and not in lieu of, such rights.

No disclaimer or limitation of any such right shall be valid unless properly executed by the County.

ARTICLE 27.

COUNTY'S RIGHT TO TERMINATE AGREEMENT.

Section 27.01. GROUNDS FOR TERMINATION.

The County may terminate the Agreement for Construction, pursuant to the provisions of this Article, for the following causes:

A. The Contractor has been adjudged bankrupt or has made a general assignment for the benefit of creditors, or that a receiver has been appointed on account of the insolvency of the Contractor;

B. The Contractor or any of his subcontractors violates any of the provisions of the Contract Documents or fails to perform the Work within the Contract Time specified in the Progress Schedule then in effect and approved by the County;

C. The Contractor or any of his subcontractors fails to make prompt payment to subcontractor or material men for material or for labor;

D. The Contractor or a subcontractor persistently disregards laws, ordinances, or the instructions of the County;

E. The Contractor fails to provide and keep in full force and affect all required insurance, and to cause all subcontractors to so comply.

F. Neglect of the work amounting to material breach of the Agreement for Construction.

G. Any other material breach by the Contractor.

Section 27.02. PROCEDURE FOR TERMINATION.

Upon the certification of the Contract Administrator that sufficient cause exists to justify the termination of the Agreement for the Construction, the County Board of Supervisors may, without prejudice to any other right or remedy of the County, give written notice to Contractor and his surety or sureties of its intention to terminate the Agreement.

Unless within seven (7) days of the giving of such notice, the Contractor shall cease such violation and make satisfactory arrangements for a correction thereof, the Agreement shall, upon the expiration of the said seven (7) days, cease and terminate.

In the event of any such termination, the County shall immediately give written notice thereof to the surety and to the Contractor and the surety shall have the right to take over and perform the Contract; provided, however, that if the surety within fourteen (14) days after service of the notice of termination, does not commence performance of the Contract, the County may take over the Work and prosecute the same to completion by contract or by any other method it may deem available, for the account and at the expense of the Contractor, and the Contractor and his sureties shall be liable to the County for any costs occasioned by the County thereby. In such event, the County may, without liability, take possession of and utilize in completing the Work, such materials as may be on the Site of the Work and necessary, therefore. In any such case, the Contractor shall not be entitled to receive any further payment until the work is finished.

Section 27.03. RECONSTRUCTION IN EVENT OF LOSS.

In the event of a partial or total destruction of any or all of the work or materials to be provided pursuant to this Agreement, at any time prior to the final completion of the Project and the final acceptance of the Work by the County, the Contractor promptly shall reconstruct, repair, replace or restore, all work or materials so destroyed at no cost to the County.

Nothing herein provided shall in any way excuse the Contractor from the obligation of furnishing all the required materials and competing the Work in full compliance with the terms of the Contract Documents; provided that a reasonable time extension shall be negotiated by the parties.

This section shall not apply if the destruction is by an "Act of God" as defined in Public Contract Code Section 7105 and the loss is in excess of five percent (5%)of the total Contract price.

Section 27.04. OPTION IN EVENT OF A LOSS.

In the event that any destruction or loss should exceed twenty percent (20%) of the value of the construction completed to date, as determined at the end of the preceding month, or is due to an "Act of God" as defined above, the County shall have the option at its sole discretion to terminate this Contract.

Section 27.05. PROVISION FOR TERMINATION OF CONTRACT.

This Contract is subject to termination as provided by Section 4410 and 4411 of the Government Code, being portions of the Emergency Termination of Public Contracts Act of 1949.

ARTICLE 28.

ADDITIONAL PROVISIONS.

Section 28.01. CONFLICT OF INTEREST.

No official of the County who is authorized on behalf of the County to negotiate, make, accept, or approve, any architectural, engineering, inspection, construction, or materials supply contract, or any subcontract in connection with the construction of the Project, or any land acquisition in connection with the Project, shall become directly or indirectly interested personally in the Agreement for Construction or in any part thereof.

No officer, employee, architect, construction manager, attorney, engineer or inspector of or for the County who is authorized on behalf of the County to exercise any executive, supervisory, or other similar function in connection with the construction of the Project shall become directly or indirectly interested personally in the Agreement for Construction or any party thereof.

Section 28.02. NOTICES.

Any notice from one party to the other pursuant to the Contract Documents shall be in writing and shall be dated and signed by the party giving such notice or by a duly authorized representative of such party. Any such notice shall not be effective for any purpose whatsoever unless served in the following manners: If the notice is given to the Contract Administrator, it must be served personally at his office or by depositing same in the United States Mails, in a sealed envelope, correct postage prepaid, and correctly addressed to the address shown the Instructions to Bidders.

If the notice is given to the Contractor, it must be by personal delivery thereof to Contractor or to Contractor's Project superintendent at the Site of the Work, or by depositing the same in the United States Mails, in a sealed envelope, addressed to the Contractor at the place designated in the Bid by the Contractor for the receipt of correspondence.

If the notice is given to a surety of the Contractor, it must be by personal delivery to such surety or by depositing the same in the United States Mails, in a sealed envelope, addressed to such surety or other person at the address last communicated by him to the County. Copies of all such notices shall be delivered to the Contractor.

Section 28.03. NO VERBAL AGREEMENTS.

No verbal agreement or conversation with any officer, agent, or employee of the County, either before, during, or after the execution of the Contract Documents shall affect or modify any term or condition contained in the Contract Documents, nor shall such verbal agreement or conversation entitle the Contractor to any additional payment or time to perform whatsoever under the terms of the Agreement for Construction.

Section 28.04. EXAMINATION OF PROPOSED PROJECT LOCATION AND CONTRACT DOCUMENTS.

By submitting its Bid and executing the Agreement for Construction, the Contractor warrants that prior to bidding it carefully examined the location of the Project, that it carefully reviewed the Contract Documents, and that it is fully aware of all the Work called for by the Contract Documents, the nature of the Site, and the requirements of all Specification including these General Conditions. The Contractor also warrants that it is familiar with all relevant circumstances and conditions affecting construction projects in

Yolo County, California, and the particular site, and has the requisite experience and skill to perform the Agreement for Construction on the Site of the Project.

Section 28.O5. NOTICE OF POTENTIAL CLAIMS.

A. The Contractor shall not be entitled to the payment of any additional compensation for any cause, including any act or failure to act, by the County or any of its officers, agents, or employees, or the happening of any event, thing or occurrence, unless he shall have given the County written notice of potential claims as specified herein.

The written notice of potential claims shall set forth the reasons for which the Contractor believes additional compensation should be paid, a firm estimate or accounting of the cost involved, and, insofar as possible, the total amount of the claim.

Such notice must have been given to the County prior to the time that the Contractor shall have performed the work giving rise to the potential claim if based on an act or failure to act by the County, or in all other cases within five (5) days after the happening of the event, thing, or occurrence giving rise to the potential claim or such other time as may be specified herein.

It is the intention of this Section that differences between the parties arising as a result of performance of the Contract shall be brought to the attention of the County at the earliest possible time in order that such matters may be settled, if possible, or other appropriate action promptly taken. The Contractor hereby agrees that he shall have no right to additional compensation for any claim that may be based on any such act, failure to act, event, thing or occurrence, for which no written notice of potential claim was filed as required by this section.

This subsection shall not supersede, but shall be superseded by, any provisions of these Contract Documents that specifically set forth the procedure for the Contractor to give notices of claims to the County in any particular case.

B. Any lawsuit, action or other proceeding seeking damages, costs, compensation or any other recovery, based upon any claim related to the Project, including but not limited to claims of the Contractor, subcontractors, suppliers, laborers and workers, must be preceded by a claim filed in accordance with Government Code Sections 900 et seq.

Section 28.06. CONTINUING WORK IN DISPUTE.

The Contractor shall not delay or suspend performance of the work pending resolution of any dispute or controversy between the County and the Contractor or any other person, firm, or entity involved in the Work.

If these General Conditions specify a procedure to resolve the particular issue, it shall be followed. If no specific procedure is specified, the Contractor shall give notice of the dispute as provided in Section 28.05.

The County's resolution of the issue shall be followed by all parties for the remainder of the Work. If notice has been filed pursuant to Section 28.05, the Contractor is authorized and shall request a Final Change Order to satisfy the unresolved Contract Price or Time claims arising from the issue, pursuant to Section 25.01.

Section 28.07 ASSIGNMENT OF CERTAIN CLAIMS

In entering into this contract, or any subcontract to supply goods, services, or materials pursuant to this contract, the Contractor and any subcontractor offers and agrees to assign to the County all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Section 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, services, or materials pursuant to the contract or the subcontract. This assignment shall be made and become effective at the time the County tenders final payment to the Contractor, without further acknowledgment by the parties.

Section 28.08 NO THIRD PARTY BENEFICIARIES

Except where specifically stated otherwise in the Agreement for construction, the promises in the Agreement benefit the COUNTY and CONTRACTOR only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) that might be affected by the performance or non-performance of this agreement, nor do the parties hereto intend to convey to anyone else any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

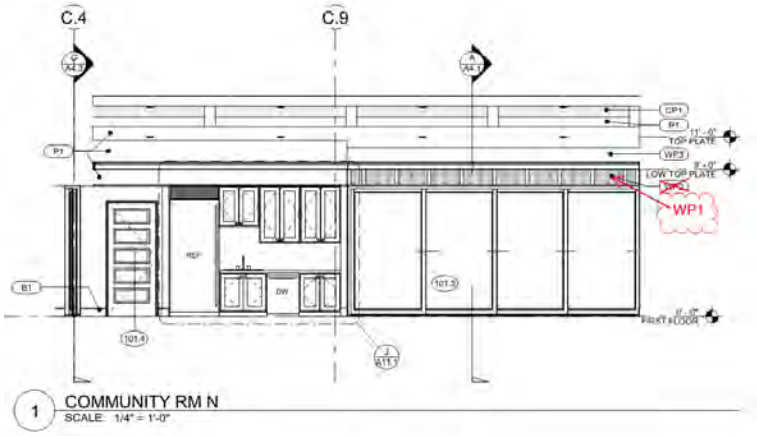
END OF GENERAL CONDITIONS

ADDENDUM #001

Date: June 16, 2021
(9) pages including attachments

LIST OF ADDENDUM ITEMS:

Item	**Description**	**Attachment**	**No. pages**
1.	Paragraph 20 (C) of Section 00 20 00 of the Project Manual – 'Instructions to Bidders' (page 00 20 00- 5) shall be deleted and replaced with the following language: (C) Pursuant to Section 1777.5 (d) of the California Labor Code, the Apparent Low Bidder and each of its subcontractors who employ workers in any apprenticeable craft or trade shall employ apprentices in the ratio set forth in Section 1777.5 of the California Labor Code and shall apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the Project for a certificate approving the contractor (Apparent Low Bidder) and subcontractors under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. The Apparent Low Bidder shall provide documentation of proof of compliance with this section upon request by the County. This requirement is separate from and in addition to the obligation to participate in a Joint Apprenticeship Committee as set forth in Section 00 12 00 'Notice to Bidders' in this Project Manual. Revised Section 00 20 00 'Instructions to Bidders' is attached.	Revised Section 00 20 00 of the Project Manual: 'Instructions to Bidders'	6
2.	Clarification to Scope – rooftop photovoltaic panels: Key Note 26.07 on Sheet A3.1 states 'Photovoltaic Panels – Ref. Elect. Dwgs'. The solar panel system is **not** to be included in this Bid. It may be installed by the County under separate contract after this project is complete.	None	0
3.	Specification Section 12 24 13 refers to the Finish Schedule on the Drawings for window shade fabric selection; however, there is no selection listed on the Drawings. Roller window shade fabric shall be MechoShade EuroTwill 6450 Series, 3% open; color: 6468 'White Stone'	None	0

Item	Description	Attachment	No. pages
4.	Clarification to Scope – leach lines for onsite septic system Reference Civil Utilities Plan, Sheet C401: Leach lines shown dashed on Utilities Site Plan are intended to identify the replacement field as required by Environmental Health. Only leach lines shown as solid lines (four 42.5' long pipes with inspection ports at far end per Key Note 17) are to be installed under this project. Installation of dashed leach lines in area identified as 'Replacement Field' should be excluded from Bid.	None	0
5,	Clarification to Scope – permanent perimeter fence: Per Key Note 32.07 on the Architectural Site Plan (Sheet A1.1), the Contractor shall construct a new 6' high redwood fence along the north property line (approximately 150 feet in length). **Bids shall include the demolition and removal of the existing wood fence along the north property line in addition to the construction of the new fence in its place.** Per Key Note 32.14, Sheet A1.1, the Contractor shall construct a new 42" high hog panel fence along the east property line from back of walk to existing fence to remain (Key Note 32.17), approximately 70 feet in length.	None	0
6.	Clarification to Scope – FRP in Janitor's Room 106: FRP panels scheduled as wall finish in the Janitor's Room 106 on Room Finish Schedule (Sheet A10.1) shall be installed in full-height sheets (8'-0") above wall base on all walls of the room. Upper wall surfaces above top of FRP shall be painted to match the ceiling.	None	0
7.	Correction to Plans, Reference Interior Elevation 1, Sheet 10.2: Wall Panel above Door 101.2 (exterior sliding door system) at North wall of Community Room 101 is mislabeled 'WP2' and should read 'WP1' –  	None	0

Item	Description	Attachment	No. pages
8.	Clarification to Scope – suspended acoustical tile ceiling: Ceilings in the following rooms are to be suspended on t-bar grid systems as described on the Reflected Ceiling Plan (Sheet A9.1), scheduled on the Room Finish Schedule (Sheet A10.1), and specified in Specification Section 09 51 13 'Suspended Acoustical Tile Ceilings': Room 102 Storage Room 103 Friends Room 107 Office Room 108 Teen Room Room 109 Study (2) Room 110 Study (2) Room 111 Study (4) Ceiling framing shown or implied on the Drawings can be omitted above the rooms listed above with the exception of Office Room 107, the framing above which is part of the mezzanine floor and shall be included/constructed as described on Ceiling Framing Plan, Sheet S1.03.	None	0

END OF ITEMIZED ADDENDUM LIST

ATTACHMENTS FOLLOW:

- Revised Section 00 20 00 'Instructions to Bidders' 6 pages

SECTION 00 20 00

INSTRUCTIONS TO BIDDERS

1. Bids are requested for a general construction contract, or work described in general, as follows:

Yolo Branch Library
37750 Sacramento Street, Yolo, California

2. The County of Yolo will receive sealed bids from Bidders as stipulated in Document 00 12 00, Notice to Bidders.

3. Apparent low Bid will be based solely on: Base Bid Price. All Bidders are required to submit Bids on all bid items.

4. Bidders must submit bids on Document 00 41 00 Bid Form. Bids not submitted on the required form shall be deemed non-responsive and shall not be considered.

5. Bidders must submit cash, a cashier's check, a certified check or a corporate surety bond of not less than ten percent (10%) of amount bid, payable to The County, with their Bids. Required form of corporate surety bond, Document 00 42 00 County of Yolo Bidder's Bond, is provided by the County. Bids submitted without necessary bid security will be deemed non-responsive and will not be considered.

6. Bidders must submit names of all subcontractors and their respective bid item sub-bids on Document 00 43 00 Subcontractors List for those subcontractors who will perform any portion of Work, including labor, rendering of service, or specially fabricating and installing a portion of the work or improvement according to detailed drawings contained in the plans and specifications, in excess of one half of one percent (0.5%) of total bid. Any violation of this provision may result in Bid being deemed non-responsive and not being considered.

7. Bidders must submit Document 00 45 10 Non-collusion Affidavit with their bids. Bids submitted without the affidavit will be deemed non-responsive and will not be considered.

8. Bidders must supply all information required by Bid documents and specifications. Bids must be full and complete. The County reserves the right in its sole discretion to reject any Bid as non-responsive as a result of any error or omission in the Bid.

9. A mandatory Pre-bid Conference and Site Visit will be held as referenced in Document 00 12 00, Notice to Bidders, to clarify such matters as Bidders may request. The referenced Pre-bid Conference and Site Visit will take approximately two hours. The County will transmit to all prospective Bidders of record such Addenda as the County in its discretion considers necessary in response to questions arising at the Pre-bid Conference. The sign in sheet at the Pre-bid conference will also be posted or made available by addendum. Oral statements shall not be relied upon and will not be binding or legally effective. Addenda issued as a result of the Pre-bid Conference, shall constitute the sole and exclusive record and statement of the results of the Pre-bid Conference.

10. Bids shall be clearly written without erasure or deletions. The County reserves the right to reject any Bid containing erasures or deletions.

11. Bidders may not modify Bid Form or qualify their Bids.

12. Submission of Bid signifies careful examination of Contract Documents and complete understanding of the nature, extent and location of Work to be performed. Bidder must complete the tasks listed below in subsections as a condition to bidding and submission of Bid shall constitute the Bidder's express representation to The County that Bidder has fully completed the following:

    (A) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, existing facility conditions for demolition and removal, Site, locality, actual conditions, existing access and facility conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

    (B) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as-built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

13. Copies of the general prevailing rates of per diem wages for each craft, classification, or type of worker needed to execute the Contract, as determined by Director of the State of California Department of Industrial Relations, are deemed included in the bid documents.

    (A) DIR REGISTRATION AND NOTICE: To be qualified to bid on, be listed in a bid proposal or engage in the performance of any public work contract subject to Labor Code section 1720, contractors and subcontractors must be registered with the Department of Industrial Relations. Failure to provide this information at the time of bid will result in disqualification. Please see http://www.dir.ca.gov/Public-Works/PublicWorks.html for more information. No contract will be entered into without proof of the contractor's and subcontractors' current registration with the Department of Industrial Relations to perform public work provided at the time of bid. If awarded a contract, the bidder and its subcontractors, at all tiers, shall maintain active registration with the Department of Industrial Relations for the duration of the project. This Project is subject to compliance monitoring and enforcement by the Department of Industrial Relations. Each contractor and subcontractor must furnish certified payroll records to the Labor Commissioner at least monthly.

    (B) **Joint Apprenticeship Committee Participation Requirement**
    It is a County policy that, in order to be deemed a responsive bidder, the bidder must participate in a joint apprenticeship committee. The California Department of Industrial Relations defines a joint apprenticeship committee as a committee made up of equal number of members from labor and management. **Bidders must submit with their bid**

a completed California Department of Industrial Relations' DAS-7 form that documents the bidder's participation in a joint apprenticeship committee. Bids that are not accompanied by such proof of participation will be rejected. The County will verify participation prior to the award.

14. All questions regarding Plans and Specifications and Interpretations or Clarifications for this Invitation for Bid must be entered electronically through the County's electronic solicitation system, **BidSync** at https://www.BidSync.com. The County Project Manager will respond to all Contractor questions through the BidSync Question and Answer section on this website. Questions received less than seven (7) days prior to the date for opening Bids may not be answered. Only questions answered in BidSync or by formal written Addenda posted in BidSync will be binding. Oral and other interpretations or clarifications will be without legal effect.

15. Addenda may also be issued to modify the Bidding Documents as deemed necessary by the County and consultants.

16. Addenda shall be acknowledged on Bid Form by number and shall be part of Contract Documents. Contractor shall be responsible for obtaining all addenda published and complete listing of Addenda may be secured from the Project Manager.

17. Substitutions: Bids shall be based on products and systems specified in Contract Documents or listed by name in Addenda. Contractors and materials suppliers may submit requests for substitutions up to thirty-five (35) days following the Notice of Award.

    (A) Requests for substitutions shall contain sufficient information to assess acceptability of product or system and impact on Project (see Specification Section 01 25 00 for criteria). Insufficient information shall be ground for rejection of substitution.

    (B) Substitutions may be requested after Contract is signed in accordance with requirements specified in Document 00 70 00 General Conditions and Specifications Section 01 25 00.

    (C) Substitutions may not be requested between bid opening and issuance of the Notice of Award.

18. Bids will be received at County of Yolo, County Administrator's Office Room 202, Woodland, CA 95695 by the County and/or Project Manager who will receive them and time/date them. Bids submitted by mail must be received prior to the opening of bids; The County will not be held responsible for the failure of delivery.

    (A) Envelopes or boxes must be sealed, and marked with name and address of the Bidder, and addressed to:

Yolo County, County Administrators Office
625 Court Street, Room 202
Woodland, CA 95695

(B) Mark envelopes:

Yolo Branch Library

(C) Envelopes must be submitted by date and time shown in Document 00 12 00, Notice to Bidders.

(D) Bids must contain the following, fully executed documents:

1) Document 00 41 00 Bid Form: Must be filled in and signed by Bidder.

2) Cash, Cashier's Check, Certified Check, or Document 00 42 00 County of Yolo Bidder's Bond: If submitted, Document 00 42 00 is to be executed by Bidder and its surety.

3) Document 00 43 00 Subcontractors List: If Bidder intends to employ sub-contractors, it is necessary to furnish information required on this form, in accordance with instructions contained herein. It is acceptable for the bidder to provide the city and state only on bid day and within 24 hours of the bid due date provide the mailing addresses & phone numbers."

4) Document 00 45 00 Bidder Information Sheet

5) Document 00 45 10 Non-collusion Affidavit: To be subscribed and sworn before a notary public.

19. Envelopes will be opened in public following receipt of bids after **2:05 pm on Thursday, June 24, 2021,** in the Atrium Training Room of the Erwin Meier Administration Building, 625 Court Street, Woodland, CA.

20. The following documents are to be executed and submitted by apparent low Bidder after Bids have been opened and duly inspected. Failure to properly and timely submit these documents entitles The County to reject the bid as non-responsive.

(A) Submit the following documents to the Project Manager by 5:00 p.m. of the TENTH business day following opening and inspection of bids.

1) Insurance Certificates and Endorsements required by Document 00 70 00 General Conditions Article 2

(B) Submit the following documents to the Project Manager by 5:00 p.m. of the TENTH business day following NOTICE OF AWARD. Award of contract depends upon approval of State Department of Finance, Insurance Certificates and Endorsements, Document 00450 Contractor Information Form, and any required safety submittals.

1) Document 00 52 00 Agreement: To be executed by successful Bidder. Submit two

(2) copies, each bearing an original signature.

2) Document 00 61 00 Performance Bond: To be executed by successful Bidder and surety.

3) Document 00 62 00 Payment Bond: To be executed by successful bidder and surety.

~~(C) The apparent low Bidder and each of its subcontractors who employ workers in any apprentice able craft or trade, shall apply to the joint apprenticeship committee administering the apprenticeship standards of the craft or trade for a certificate approving the contractor or subcontractor under the apprenticeship standards for the employment and training of apprentices, pursuant to section 1777.5 of the California Labor Code.~~

(C) Pursuant to Section 1777.5 (d) of the California Labor Code, the Apparent Low Bidder and each of its subcontractors who employ workers in any apprenticeable craft or trade shall employ apprentices in the ratio set forth in Section 1777.5 of the California Labor Code and shall apply to any apprenticeship program in the craft or trade that can provide apprentices to the site of the Project for a certificate approving the contractor (Apparent Low Bidder) and subcontractors under the apprenticeship standards for the employment and training of apprentices in the area or industry affected. The Apparent Low Bidder shall provide documentation of proof of compliance with this section upon request by the County. This requirement is separate from and in addition to the obligation to participate in a Joint Apprenticeship Committee as set forth in Section 00 12 00 'Notice to Bidders' in this Project Manual.

21. Any bid protest must be submitted in writing to the Project Manager, before 5 p.m. of the FIFTH business day following bid opening.

(A) The initial protest document must contain a complete statement of the basis for the protest.

(B) The protest must refer to the specific portions of all documents, which form the basis for the protest.

(C) The protest must include the name, address and telephone number of the person representing the protesting party.

(D) The party filing the protest must concurrently transmit a copy of the initial protest document and any attached documentation to all other parties with a direct financial interest that may be adversely affected by the outcome of the protest. Such parties shall include all other Bidders or proposers who appear to have a reasonable prospect of receiving an award depending upon the outcome of the protest.

(E) The County will issue a decision on the protest. If the County determines that a protest is frivolous, the party originating the protest may be determined to be irresponsible and that party may be determined to be ineligible for future contract award.

(F) The procedure and time limits set forth in this paragraph are mandatory and are the Bidder's sole and exclusive remedy in the event of bid protest and failure to comply with these procedures shall constitute a waiver of any right to further pursue the bid protest, including filing a Government Code Claim or legal proceedings.

22. The County reserves the right to reject any or all Bids, including without limitation the right to reject any or all nonconforming, non-responsive, unbalanced or conditional Bids, re-bid, and to reject the Bid of any Bidder if The County believes that it would not be in the best interest of Project to make an award to that Bidder, whether because the Bid is not responsive or the Bidder is unqualified or of doubtful financial ability or fails to meet any other pertinent standard or criteria established by The County. The County also reserves the right to waive inconsequential deviations not involving price, time or changes in the Work. For purposes of this paragraph, an "unbalanced bid" is one having nominal prices for some work items and enhanced prices for other work items.

23. Discrepancies between the multiplication of units of Work and unit prices will be resolved in favor of the unit prices. Discrepancies between the indicated sum of any column of figures and the correct sum thereof will be resolved in favor of the correct sum. Discrepancies between written words and figures, or words and numerals, will be resolved in favor of the words.

24. In evaluating Bids, The County will consider the qualifications of Bidders, whether or not the Bids comply with the prescribed requirements, unit prices and other data, as may be requested in the Bid Form or prior to the Notice of Award. The County may conduct such investigations as The County deems necessary to assist in the evaluation of any Bid and to establish the responsibility, qualifications and financial ability of Bidders, proposed subcontractors, suppliers and other persons and organizations to perform and furnish the Work in accordance with the Contract Documents to The County's satisfaction within the prescribed time.

25. If the contract is to be awarded, it will be awarded to the lowest responsible, responsive Bidder and Base Bid. The award of the Contract will be subject to availability of funds and approval of Department of Financing per SB863 Lease Revenue Bond Financing requirements.

26. Special attention is directed to contractors for **Covid-19** precautions and requirements during construction. Refer to Section 01 10 00 Summary of Work for description of minimum requirements.

27. Special Requirements:

A. The Contractor’s workers and equipment shall be limited to the work areas as designated by this contract. In the event the Contractor, his/her employees, or subcontractors fail to adhere to the County’s security provisions, the County has the right to deny access to the work site to that employee or subcontractor without an extension of time being granted to the Contractor.

B. No smoking shall be allowed on construction site per County’s policy.

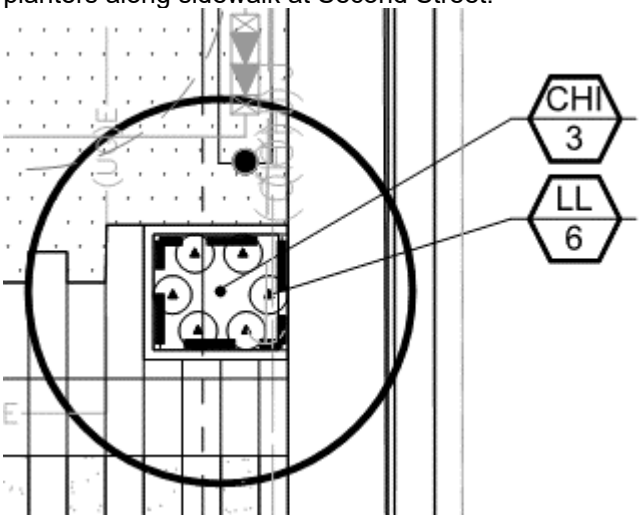
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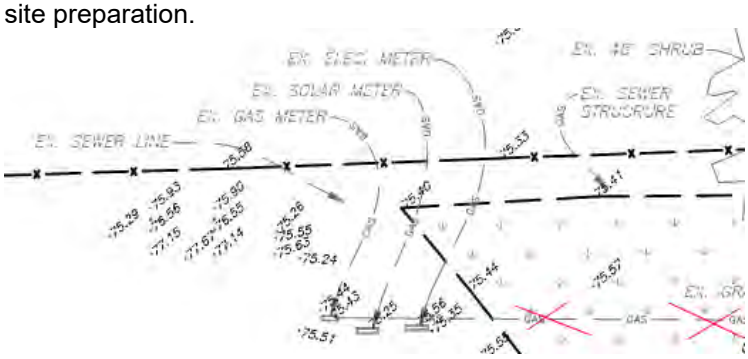
ADDENDUM #002

Date: June 22, 2021
(14) pages including attachments

LIST OF ADDENDUM ITEMS:

Item	**Description**	**Attachment**	**No. pages**
1.	Bid Date Extension – The advertised Bid Date shall be modified as set forth below: **Bids shall be due no later than 2:00PM on Tuesday, June 29, 2021.**	None	0
2.	Revised Bid Form is attached providing for acknowledgement of Addenda #1 and #2. In addition, Bidders shall provide unit pricing (cubic feet) for off-haul and disposal of unsuitable soils materials and import of engineered fill. Unit pricing shall assume no hazardous materials in soil. Bid Form has been amended to provide space to enter unit pricing.	Revised Bid Form	4
3.	Clarification to scope of work – trenching for gas service: Bidders shall include in the bid trenching and backfilling for the new gas line to be installed by PG&E including onsite and offsite (in-street) portions, and bellhole at gas main, per PG&E gas service drawings on Sheet E1.3. Contractor shall secure and pay for encroachment permit(s) from Yolo County Public Works, provide traffic controls, and restore paving in Second Street to the satisfaction of Yolo County Public Works within the bid.	None	0
4.	Revision to scope of work – tap of public water main for fire sprinklers and hydrant: Notes 3 & 4 on Sheet C401 shall be amended to require General Contractor (Bidder) to perform the work of tapping into public water main and connecting new laterals for fire sprinkler and fire hydrant service in addition to trenching, backfilling, and pavement restoration. Contractor shall secure and pay for encroachment permit(s) from Yolo County Public Works, provide traffic controls, and restore paving in Second Street to the satisfaction of Yolo County Public Works within the bid.	None	0

Item	Description	Attachment	No. pages
5.	Clarification to scope of work – interior wood paneling – There is a discrepancy between project plans and specifications regarding the interior wood paneling product. Specification Section 06 20 00 'Finish Carpentry' shall govern. Trim profiles described on the Drawings shall still be used as the basis of design.	None	0
6.	Additional scope of work – tree removal and replacement: Bidders shall include in the bid removal of the existing Chinaberry tree shown to remain (onsite adjacent east property line, reference Sheet L1.1), including root ball. Bidders shall include an **additional** 7'-0" x 7'-6" planter with irrigation, 15 gal. Desert Willow, and (6) 1 gal. dwarf mat rush shrubs to match similar planters along sidewalk at Second Street:  	None	0
7.	Additional scope of work – raceway for future solar: Bidders shall include in the bid a 2" conduit from spare on main electrical service switch board 'MSB' identified for 'Future Solar' to roof at hatched area identified on the Roof Plan (Sheet A7.1) as 'PV Area'.	None	0
8.	Clarification to scope of work – valve box adjustment: Bidders shall include in the bid the adjustment to new grade of the existing water valve box serving existing fire hydrant at southwest corner of site on Sacramento Street, if required.	None	0
9.	Clarification to scope of work – demolition of concrete paving: Per Note 9 on Sheet A0.1, the concrete pad under the existing modular building is 6" thick and shall be removed by the Contractor after the modular building is removed from the site. The adjacent concrete paving (walkway and accessible parking stall) is 5" thick and shall be removed by the Contractor as indicated on the Drawings.	None	0

Item	Description	Attachment	No. pages
10.	Clarification to scope of work – existing onsite utilities: The existing gas meter, solar meter, electrical, meter, sewer line, and sewer structure shown on Sheet C101 and captured below have already been removed as part of the demolition of the original library building. Contractor shall remove two existing abandoned gas lines within site boundary as part of site preparation. 	None	0
11.	Clarification to scope of work – doors and door hardware: Revised Door Schedule is attached to correct references to Door Hardware Groups in the Specifications. Tag for Door 100.2 was missing from Notation Floor Plan, Sheet A2.2. Partial plan exhibit is attached to identify this door. Door 100.2 has been added to the revised Door Schedule.	Revised Door Schedule and Partial Notation Floor Plan	2
12.	Correction to specifications – Door Hardware 08 71 00: Hinges under Door Hardware Group 007 are listed mistakenly as 'Existing'. New Interior-type hinges shall be provided for doors in this Hardware Group.	None	0
13.	Clarification to scope of work – brick pavers: All brick pavers shown on site improvement/ landscape plans shall be provided by the Contractor in accordance with Specification Section 32 14 16 'Brick Pavers'. Bidders should note the delivery and pick-up requirements to accommodate engraving by County's vendor described in §1.4 DELIVERY.	None	0
14.	Revision to scope of work – electrical service: Refer to redlines on attached Sheet E1.1 for coordination with PG&E service sketch, also attached. PG&E will install pole-mounted transformer. Transformer pad and protection shown on Sheet E1.1 can be eliminated from scope. Contractor shall trench, install 5" conduit, and backfill from MSB to new PG&E pole in accordance with PG&E standards. In addition, pull box for future County data use shall be Christy N48 as redlined on this sheet.	E1.1 (redline) and PG&E Electrical Construction Sketch dated 06/30/2020	2

Item	Description	Attachment	No. pages
15.	Clarification to scope of work – power to parking lot lighting: Reference Detail 2, Sheet E1.2 PVC is acceptable for conduit stubbed to parking lot light pole base. N9 pull boxes are not required at each pole.	None	0
16.	Clarification to scope of work – HSS column base plate details: Refer to attached HSS COL BASE PLATE ANCHORAGE and SLAB COL BLOCKOUT details for base plate condition at HSS columns identified on the Foundation Plan, Sheet S1.01.	HSS COL BASE PLATE ANCHORAGE and SLAB COL BLOCKOUT	2
17.	Clarification to scope of work – onsite septic system – Bidders shall price the onsite septic system in accordance with the information and details shown on the Drawings. Selected Contractor shall apply for and pull the Environmental Health Department permit for septic system. Contractor/ subcontractor installing septic system for this project shall have demonstrated experience installing similar onsite disposal systems. A list of local septic system installers/ contractors is available from the Yolo County Environmental Health Department. Contractor shall pay for Environmental Health Department septic system permit: $1264 permit fee + $174 setback review fee.	None	0

END OF ITEMIZED ADDENDUM LIST

ATTACHMENTS FOLLOW:

Revised Bid Form 00 41 00 – 4 pages (reference Item #2), dated 06/22/2021
Revised Door Schedule – 1 page (reference Item #11), dated 6/21/21
Partial Notation Floor Plan – 1 page (reference Item #11), dated 6/21/21
Sheet E1.1 Redline – (1) 24x36 sheet (reference Item #14), dated 06/22/2021
PG&E Construction Sketch – (1) 11x17 sheet (reference Item #14), dated 06/30/2020
HSS Column Base Plate and Slab Blockout details – 2 pages (reference Item #16), dated 06/22/2021

SECTION 00 41 00

BID FORM
Project: Yolo Branch Library, 37750 Sacramento Street, Yolo, California

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Yolo ("The County") in the form included in the Contract Documents, Document 00 52 00 Contract, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents and the Notice to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00 20 00 Instructions to Bidders, within ten (10) calendar days after receipt of the County's Notice of Award.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Addendum #	Issue Date	Bidder's Acknowledgement (initials)
Addendum #1	June 16, 2021	
Addendum #2	June 22, 2021	

   (b) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

   (c) Bidder has examined thoroughly and understood all reports, drawings and/or reports, available for Bidding purposes and accepts the determination set forth in these documents and Document 00700 General Conditions of the limited extent of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained

in such reports and drawings.

(d) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 3(c) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

(e) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;

(f) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

Base Bid Total Price for the Yolo Branch Library Project

$_____

(written) **Dollars**

Enclosed find Bidder's Bond, certified check or cashier's check No._____of the

_____(Company/Bank), for $_____.

Dated this_____day of_____, 2021

Unit Pricing

Off-haul and disposal of unsuitable soil (no haz mat), per cubic yard: $_____

Import of engineered fill, per cubic yard: $_____

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.

6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening (to accommodate State financing process).

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.

8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.

10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Contract).

11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Agreement).

12. The undersigned herewith encloses the completed Non-Collusion Affidavit – 00 45 10.

13. The undersigned herewith encloses the completed DAS Form 7 – 00 45 26.

14. The names of all persons interested in the foregoing Bid as principals are:

_____

_____

_____

_____

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

Name of Bidder: _____
Legal Name of Corporation or Firm

CA Contractor's License No. _____

DIR Registration No. _____

Business Address _____

_____

Email Address _____

Telephone Number _____

Date of Bid _____

_____
Signature of Bidder (Authorized to sign contracts on behalf of the Corporation or Firm)

_____
Printed Name

_____
Title

DOOR SCHEDULE

NO.	SIZE		HDWR. GROUP	PANEL						FRAME			DETAILS				COMMENTS
	WIDTH	HEIGHT		TYPE	THK.	FACE	CORE	INT. FIN.	EXT. FIN.	MATERIAL	INT. FIN.	EXT. FIN.	HD	JB	JB	THD	
FIRST FLOOR																	
100.1	3' - 0"	7' - 0"	001	FG	1 3/4"	H.M.	INSUL	P-5	P-5	H.M.	P-5	P-5	5/A8.2	4,3 /A8.2	4, 3/A8.2	2/A8.2	
100.2	3' - 0"	7' - 0"	007	FG	1 3/4"	WD VENEER/G1	S.C.	WD-1	WD-1	WD	WD-1	WD-1	20/A8.2	20 SIM	20 SIM	-	MULL W/ SIDELITE
101.1	18' - 0"	8' - 0"	-	4PG		ALUM. CLAD WOOD/G1	S.C.	WD-1	BRONZE	ALUM.	WD-1	BRONZE	6/A8.3	5/A8.3	5/A8.3	4/A8.3	RECESS TRACK IN SLAB
101.2	18' - 0"	8' - 0"	-	4PG		ALUM CLAD WD/G2	S.C.	STAIN GRADE WD	MESA RED	ALUM.	WD-1	MESA RED	3/A8.3	2/A8.3	2/A8.3	1/A8.3	RECESS TRACK IN SLAB
101.3	3' - 0"	7' - 0"	002a	FG	1 3/4"	H.M.	INSUL	P-6	P-7	H.M.	P-6	P-7	5/A8.2	4/A8.2	4/A8.2	2/A8.2	
101.4	3' - 0"	7' - 0"	008	RP	1 3/4"	WD VENEER	S.C.	WD-1	WD-1	WD	WD-1	WD-1	20/A8.2	20 SIM	20 SIM	-	
102.1	6' - 0"	7' - 0"	009	PF	1 3/4"	WD VENEER	S.C.	WD-1	WD-1	WD	WD-1	WD-1	20/A8.2	20 SIM	20 SIM	-	
103.1	3' - 0"	7' - 0"	010	RP	1 3/4"	WD VENEER	S.C.	WD-1	WD-1	WD	WD-1	WD-1	20/A8.2	20 SIM	20 SIM	-	
104.1	3' - 0"	7' - 0"	011	RP	1 3/4"	WD VENEER	S.C.	WD-1	WD-1	WD	WD-1	WD-1	20/A8.2	20 SIM	20 SIM		
105.1	3' - 0"	7' - 0"	011	RP	1 3/4"	WD VENEER	S.C.	WD-1	WD-1	WD	WD-1	WD-1	20/A8.2	20 SIM	20 SIM		
106.1	3' - 0"	7' - 0"	012	F	1 3/4"	WD VENEER	S.C.	WD-1	WD-1	WD	WD-1	WD-1	20/A8.2	20 SIM	20 SIM	-	
107.1	3' - 0"	7' - 0"	010	RP	1 3/4"	STAIN GRADE WD	S.C.	WD-1	WD-1	WD	WD-1	WD-1	20/A8.2	20 SIM	20 SIM	-	
107.2	3' - 0"	7' - 0"	003	FG	1 3/4"	H.M.	INSUL	P-6	P-7	H.M.	P-6	P-7	5/A8.2	4/A8.2	4/A8.2	2/A8.2	
109.1	3' - 4 1/2"	6' - 11 1/2"	013	2PG	1 3/4"	WD VENEER/G1	S.C.	WD-1	WD-1	ALUM.	CLR ANOD	CLR ANOD	23/A8.2	22/A8.2	17/A8.2	12/A8.2	NOM. 3-0, 7-0
110.1	3' - 4 1/2"	6' - 11 1/2"	013	2PG	1 3/4"	WD VENEER/G1	S.C.	WD-1	WD-1	ALUM.	CLR ANOD	CLR ANOD	23/A8.2	17/A8.2	13/A8.2	12/A8.2	NOM. 3-0, 7-0
111.1	3' - 0"	7' - 0"	014	FG	1 3/4"	WD VENEER/G1	S.C.	WD-1	WD-1	WD	WD-1	WD-1	10/A8.2	19/A8.2 SIM	8/A8.2	-	
113.1	2' - 8"	7' - 0"	015	F	1 3/4"	H.M.	INSUL	P-6	P-6	H.M.	P-6	P-6	25/A8.2	25 SIM	25 SIM	-	20 MIN. FIRE RATING
114.1	4' - 6"	7' - 0"	004	PF	1 3/4"	H.M.	INSUL	P-7	P-7	H.M.	P-7	P-7	5/A8.2	4/A8.2	4/A8.2	2/A8.2	UNEVEN LEAF, 3-0, 1-6
115.1	3' - 0"	7' - 0"	007	RP	1 3/4"	WD VENEER	S.C.	WD-1	WD-1	WD	WD-1	WD-1	10/A8.2	20 SIM	20 SIM	-	
115.2	3' - 0"	7' - 0"	002b	FG	1 3/4"	H.M.	INSUL	P-6	P-7	H.M.	P-6	P-7	5/A8.2 SIM	4/A8.2	4/A8.2	2/A8.2	
117.1	3' - 0"	7' - 0"	005	F	1 3/4"	H.M.	INSUL	P-6	P-7	H.M.	P-6	P-7	5/A8.2	4/A8.2	4/A8.2	2/A8.2	I.T. ACCESS CONTROL
ED1	3' - 0"	6' - 8"	006	SALVAGED	1 3/8"	S.C. WD/G2	S.C.	REFINISH PER SPEC	REFINISH PER SPEC	SALVAGED WD	REFINISHED	REFINISHED	15/A8.2	14/A8.2	14/A8.2	-	

ADDENDUM

WMB ARCHITECTS

YOLO BRANCH LIBRARY

37750 Sacramento St
Yolo, CA 95697

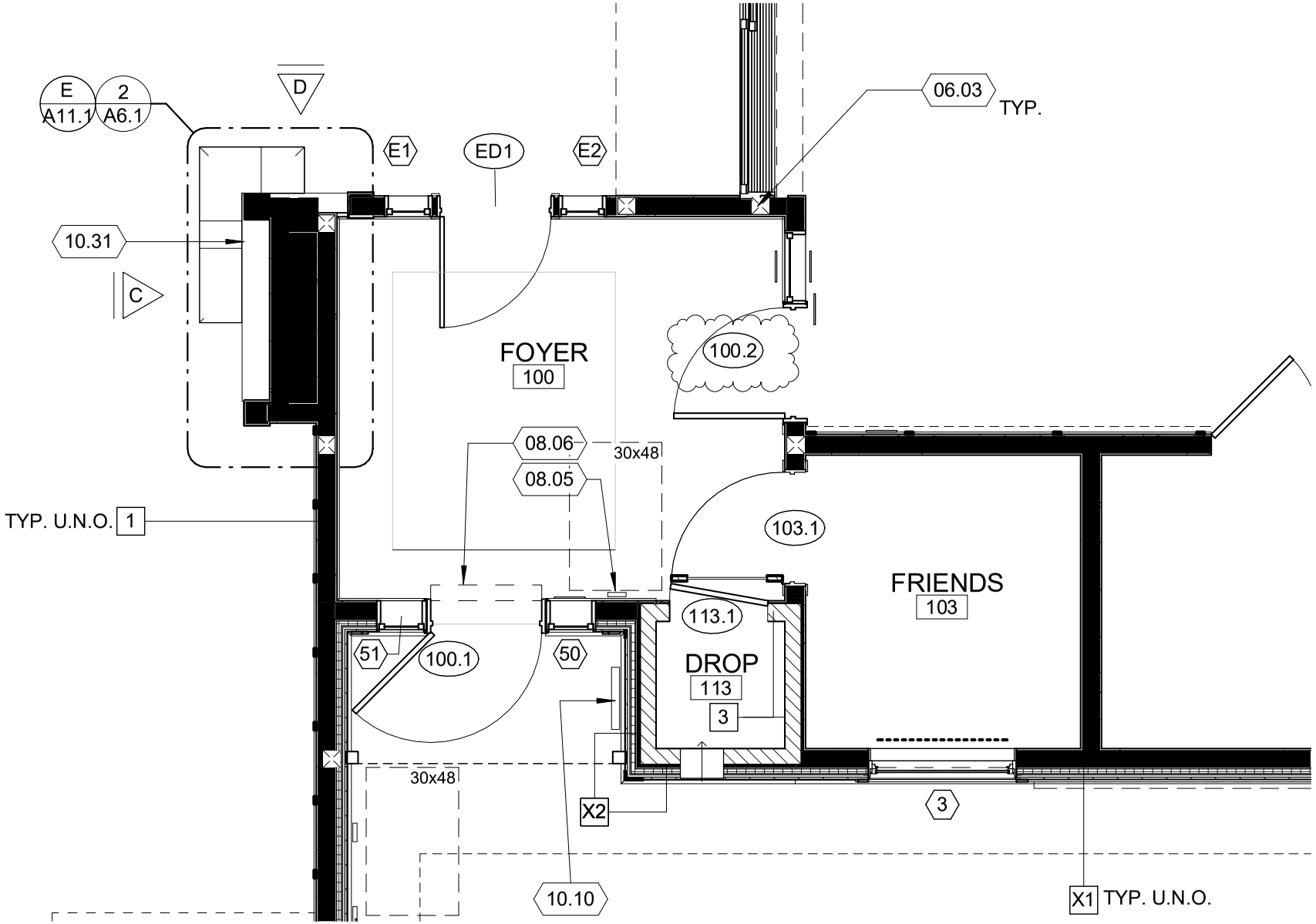
06/21/21

15-016

ORIGINAL SHEET REFERENCE

SHEET

A8.1

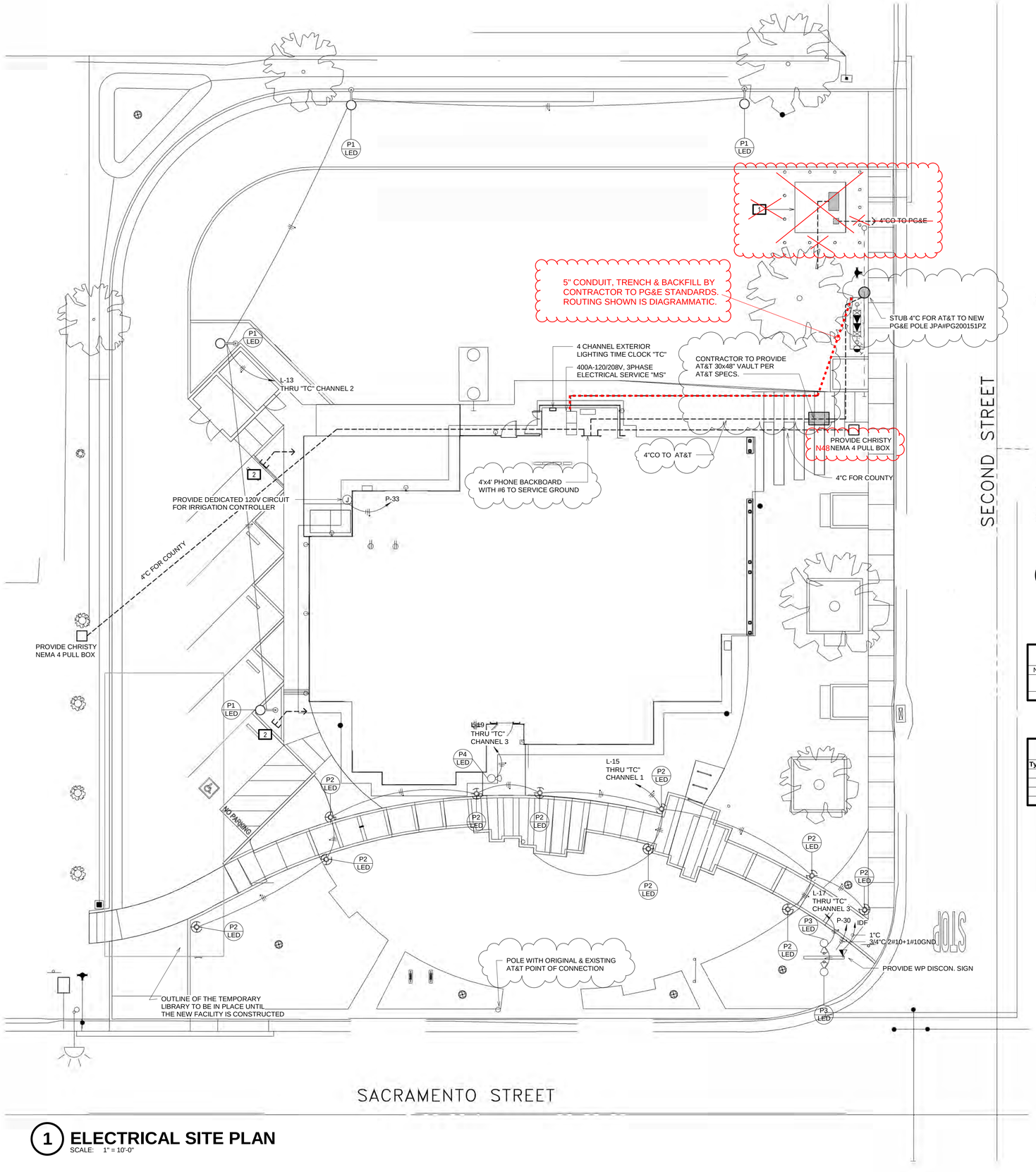


PARTIAL NOTATION FLOOR PLAN

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

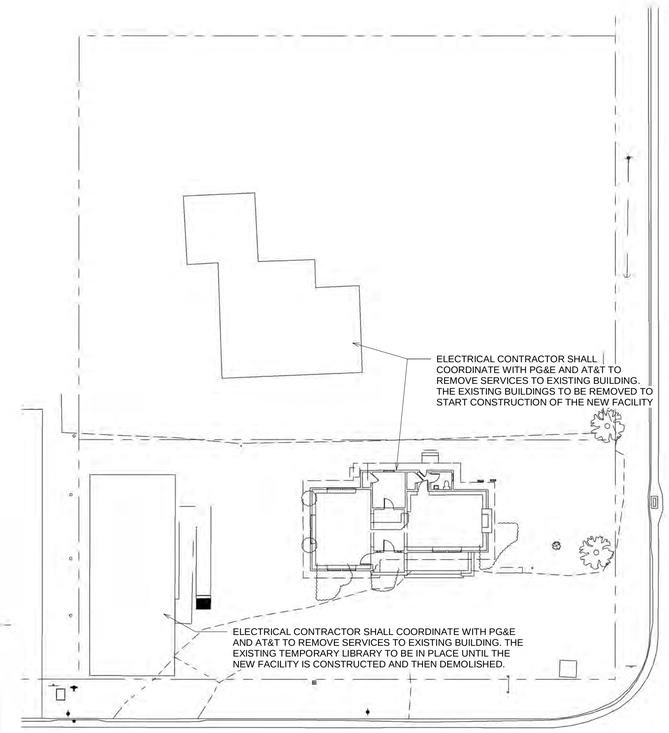
ADDENDUM

WMB ARCHITECTS	**YOLO BRANCH LIBRARY** 37750 Sacramento St Yolo, CA 95697 06/21/21	15-016	ORIGINAL SHEET REFERENCE SHEET A2.2



1 ELECTRICAL SITE PLAN

SCALE: 1" = 10'-0"



2 ELECTRICAL SITE DEMOLITION PLAN

SCALE: 1" = 20'-0"

ELECTRICAL SITE PLAN NOTES	
Note Number	Note
1	UTILITY TRANSFORMER. ELECTRICAL CONTRACTOR SHALL PROVIDE TRANSFORMER PAD, GROUNDING AND BARRIER POSTS PER UTILITY COMPANY REQUIREMENTS
2	STUB 1"CO TO PANEL "P" FOR FUTURE EV CHARGER

SITE FIXTURE SCHEDULE

Type Mark	Lamp	Description	Manufacturer	Model	Apparent Load
P1	LED	POLE MOUNT LIGHT. SEE DETAIL SHEET E1.3.	LITHONIA	DSX0 LED P3 40K T3M MVOLT SPA PER DDBXD	70 VA
P2	LED	8" BOLLARD. SEE DETAIL SHEET E1.2.	LITHONIA	BRE8 LED	30 VA
P3	PS-30	IN-GRADE SIGN LIGHT, 2'-0" BACK FROM SIGN.	HYDREL	M9430A B LED P3 35K MVOLT WWD FLC 34B BTR 13 Z	28 VA
P4	PS-30	FLAG POLE FLOOD LIGHT, BRONZE FINISH.	LITHONIA	OFLY LED 45 P1 40K MVOLT YK DDEXD	45 VA

WMB ARCHITECTS

5757 Pacific Avenue
Suite 226
Stockton, CA 95207

2000 L Street
Suite 125
Sacramento, CA 95811

T 209.944.9110
F 209.944.5711
www.wmbarchitects.com

YOLO BRANCH LIBRARY

37750 Sacramento St
Yolo, CA 95697

ELECTRICAL SITE PLAN

PUBLISH HISTORY:

No.	DATE	REVISION
	01.31.20	CO. OF YOLO REVIEW
1	01.05.21	100% CD
2	05.07.21	BID
	06-22-21	ADDENDUM #2

WMB PROJECT: 15-016

E1.1

REGISTERED PROFESSIONAL ENGINEER RICHARD C. SMITH No. E14301 Exp. 6-30-21 ELECTRICAL STATE OF CALIFORNIA

HCS Engineering 50 years
4512 Feather River Dr #F, Stockton, CA 95219
209-478-8270 | www.hcs-eng.com

⊠ Richard C. Smith, PE richard@hcs-eng.com
□ Bhupendra Patel, PE bhupendra@hcs-eng.com
□ Elizabeth Aguilar elizabeth@hcs-eng.com
PROJECT # 2019.081

5/6/2021 10:56:58 AM Copyright WMB, Inc.

K:\2019\0-100\2019.081 WMB Yolo Library\Yolo Library Electrical.rvt

CUSTOMER NOTES:

CUSTOMER TO TRENCH, INSTALL DUCTS, SUBSTRUCTURES AND BACKFILL - BACKFILL MATERIAL MUST BE ON SITE & BE INSPECTED PRIOR TO USE - SAND OR NATIVE BACKFILL (IF APPROVED).

BACKFILL MATERIAL CONTAINING NOT MORE THAN OCCASIONAL ROUNDED ROCKS LESS THAN 1/2" DIAMETER IS ACCEPTABLE.

BACKFILL USE WILL BE AT THE DISCRETION OF PG&E INSPECTOR.

CUST. CONDUIT MUST BE RIGID SCHEDULE 40 PVC

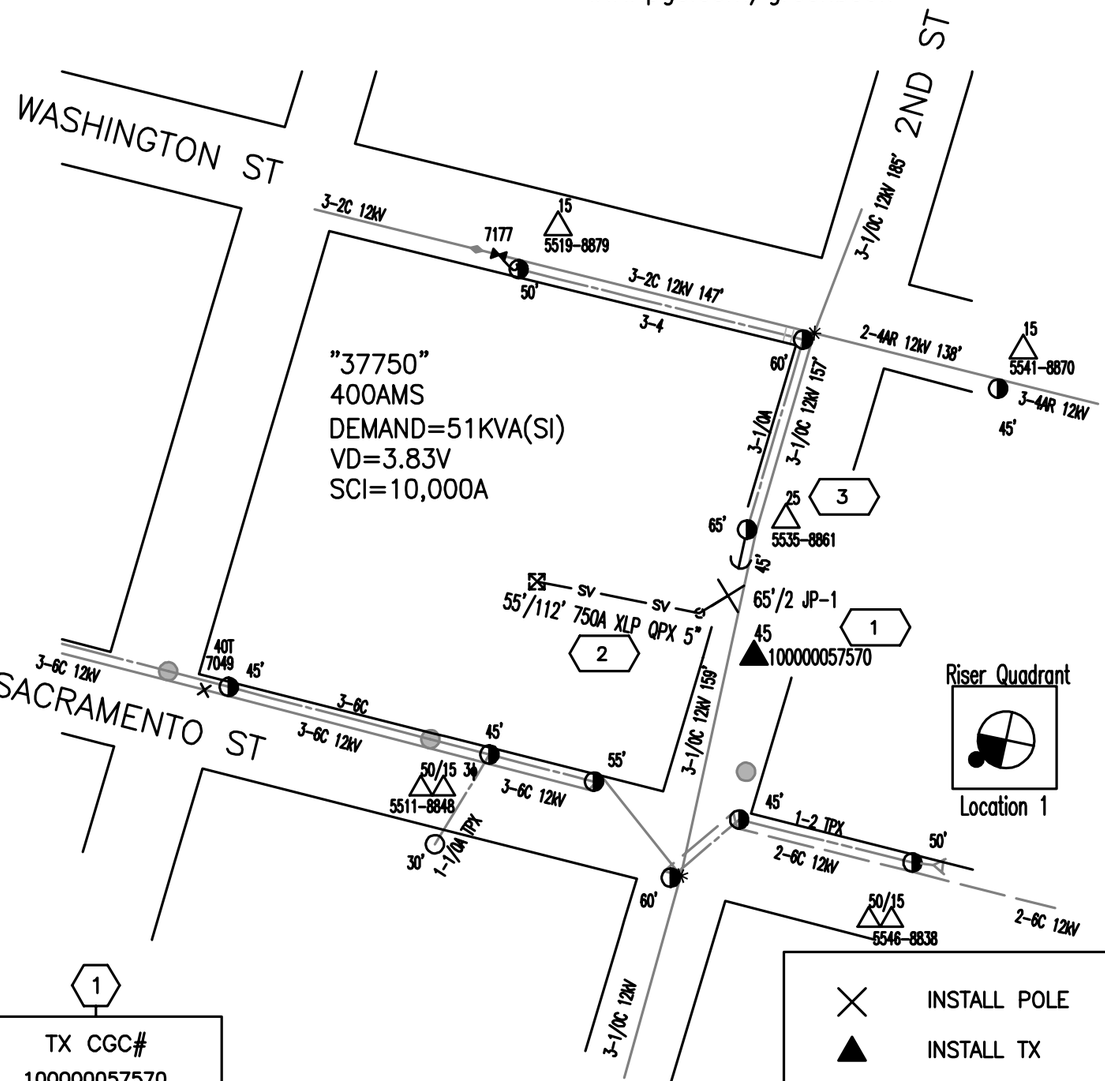
CONDUIT MUST BE PROVEN FREE & CLEAR BY MEANS OF A MANDREL.

INST. A POLYESTER PULLING TAPE IN DUCTS ATTACHED TO END CAPS.

CALL (408) 755-3614 48 HR.S MIN. IN ADVANCE FOR TRENCH INSPECTION.

CALL 1-800-227-2600, UG. SERVICE ALERT TWO DAYS BEFORE YOU DIG.

CONSTRUCTION NOTES:
–APPLICANT TO TRENCH, INSTALL CONDUIT, AND BACKFILL.
–APPLICANT TO INSTALL TRENCH PER DOCUMENT:S5453, EXHIBIT B.
–APPLICANT TO INSTALL CONDUIT PER DOCUMENT:#038193, 062288, & 063927.
–APPLICANT TO INSTALL TERMINATION FACILITIES PER PG&E DOCUMENT:#058817
–PG&E TO USE APPROVED MATERIALS PER PG&E DOCUMENT:#066211
ELECTRIC & GAS SERVICE REQUIREMENTS(GREENBOOK)
www.pge.com/greenbook



LOC–1 NR16
SET 65'–2 JP–1
SET 9.5FT DEEP
8'COMP TANGENT 3WIRE
RAPTOR GUARD
45KVA 3ø 120/208V
PT44H 6T

LOC–2 NR16
INSTALL 55'/112' 750A XLP QPX 5"

LOC–3 BETTERMENT
REPLACE XARM
8'COMP TANGENT 3WIRE
RAPTOR GUARD
PT44H 6T

LEGEND

- INSTALL POLE
- INSTALL TX
- SV — INSTALL 750AL XLP QPX 600V(240V) BY PG&E IN 5" CONDUIT COMPLETION BY APPLICANT

N

HIGH FIRE THREAT DISTRICT:TIER1

JOINT POLE DATA	
1	JP.AUTH.# PG200151PZ
WORK FUNCTION: JP#_ 1 PG&E:_ Other:_	ATTACHMENTS: PG&E:_ 55–24 Safety Zone: 6 Other:_ 25–7

1

TX CGC#
100000057570
LOADING DISTRICT
Summer Interior
TX SIZE – 45KVA
KVA 1ø –
KVA 3ø – 51KVA
% L.F. – 75%

EST: David Gardner (916)760–2915
ADE: Alan Woodard (916)760–1975
SUPV: Michael Kartz (916)760–1981
REP: Emily Pearson (916)760–2966
PLNR:

NOTIF: 118246172 JPA#: PG200151PZ
SCALE: 1:100 DATE:6/30/2020
PM: 351800356 SHEET:1 OF1 REV.

CONSTRUCTION SKETCH

37750 Sacramento St
Yolo

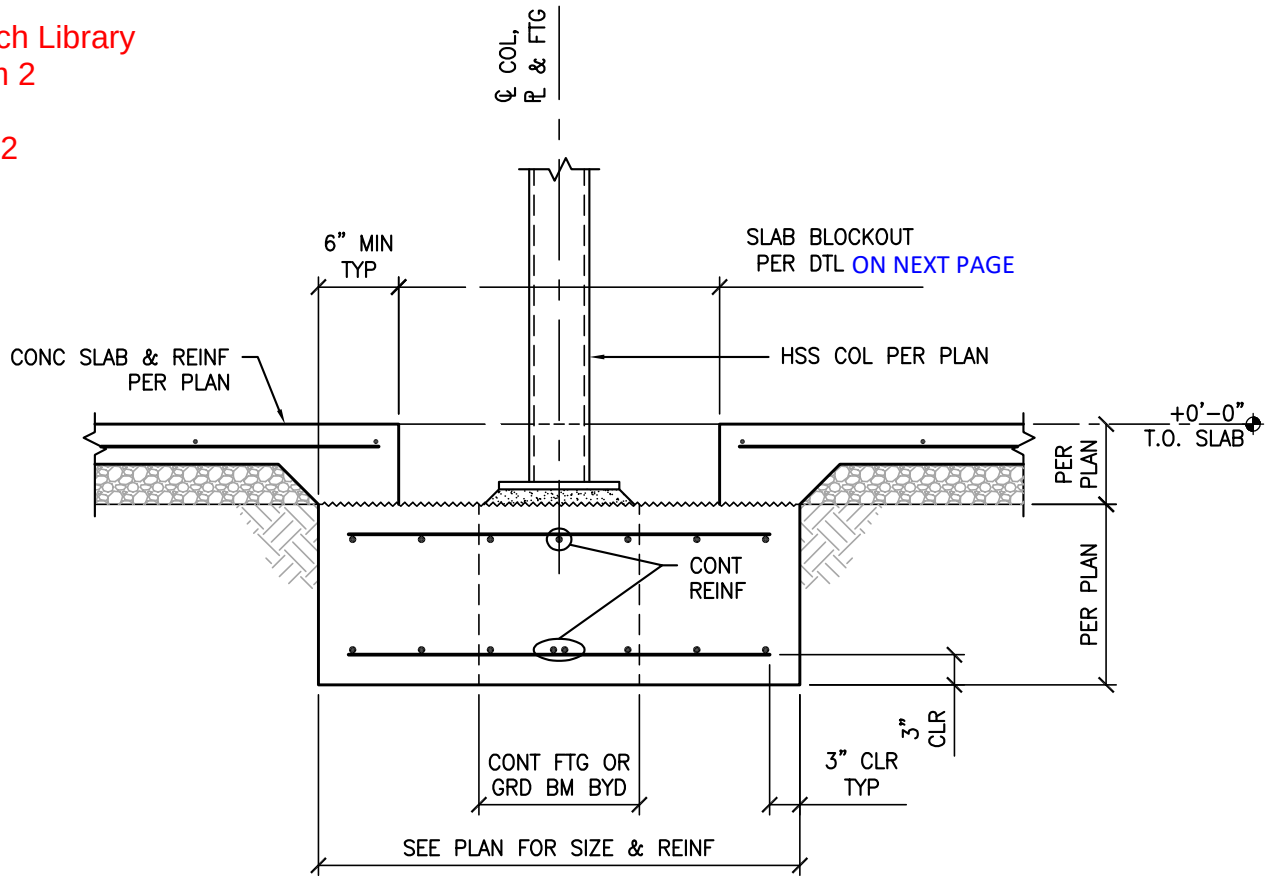
NO ENVIRONMENTAL ISSUES

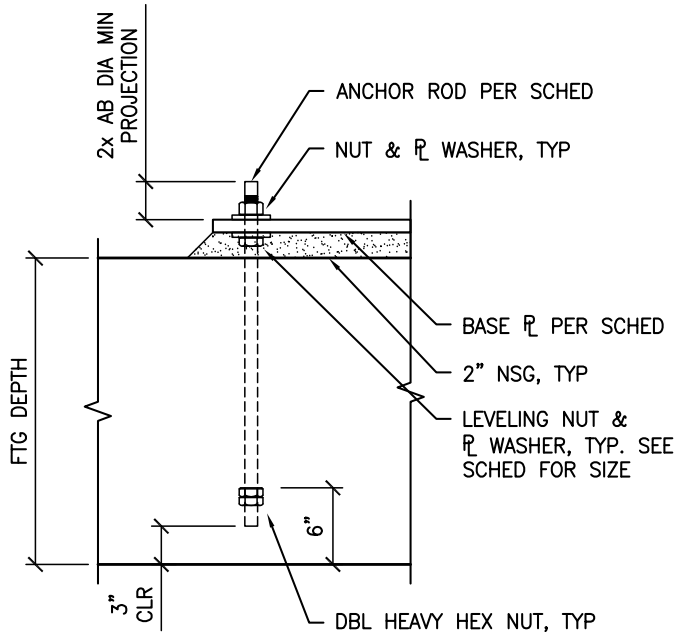
Know what's below. Call before you dig. 811

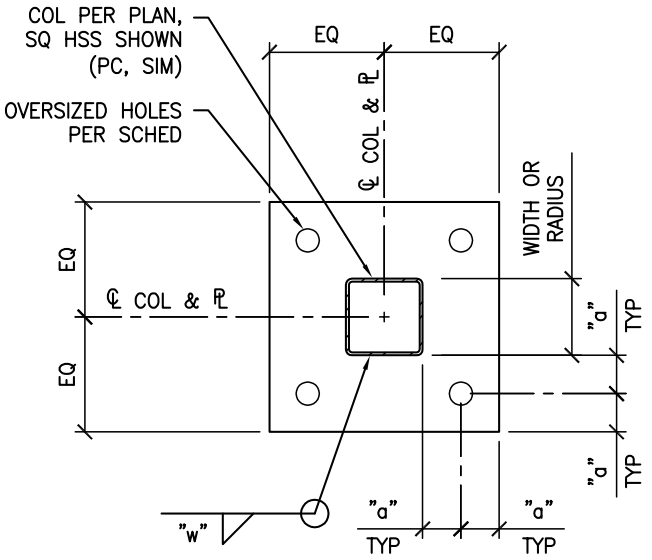
NEAR LOC:

GAS CONFLICT: IN PROXIMITY

PRIMARY VOLTAGE: 12 kV | VOLTAGE AREA: 3
LATITUDE: 38.733263 | LONGITUDE: –121.80728
SOURCE SIDE DEVICE:7177
SUB & CIRCUIT: ZAMORA 1107
DSGN SAG:Light–Rural | RAPTOR ZONE: Yes
LOADING AREA: Light | ARRESTER DIST:2
CORROSION AREA:Non | INSULATION DIST:D
EXEMPT EQUIP INST.: N/A | FIRE AREA: LRA–TIER 1





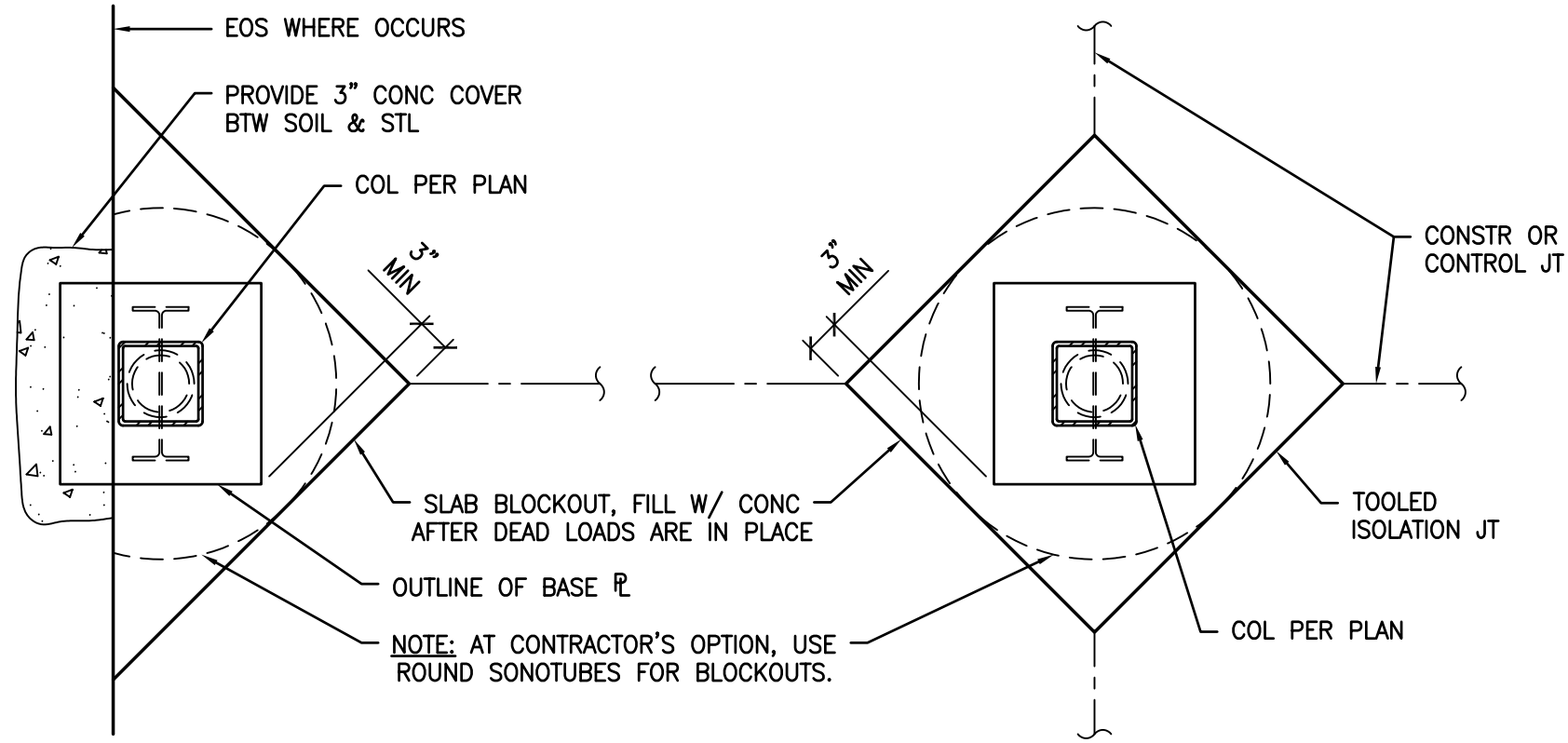


TYP AT ALL COLS, UNO

NOTE:
WELD NOT REQ AT RADIUS CORNERS OF SQ OR RECTANGULAR HSS.

COLUMN BASE PLATE SCHEDULE						
COL SIZE	AB DIA	BASE PL OVERSIZED HOLE DIA	PL WASHER W/ STD SIZE HOLE	BASE PL THICKNESS "t"	"a"	WELD SIZE "w"
HSS5x5	3/4"	15/16"	¼"x2½" SQ	1"	1 1/2"	1/4"

HSS COL BASE PLATE ANCHORAGE



CONDITION AT SLAB EDGE

CONDITION AT SLAB INTERIOR

SLAB COL BLOCKOUT

ADDENDUM #003

Date: June 24, 2021
(16) pages including attachments

LIST OF ADDENDUM ITEMS:

Item	**Description**	**Attachment**	**No. pages**
1.	**CHANGE IN BID DELIVERY LOCATION** The Notice to Bidders (00 12 00) shall be amended to require sealed bids to be delivered to the following location prior to 2:00PM on Tuesday, June 29, 2021: Yolo County Purchasing Department 625 Court Street, Room 103 Woodland, CA 95695	None	0
2.	The first sentence under §21 of Instructions to Bidders 00 20 00 in the Project Manual shall be amended to read: 21. Any bid protest must be submitted in writing to the Project Manager, before 5 p.m. of the FIFTH business day following ~~bid opening~~ *the posting of the Intent to Award on BidSync.*	None	0
3.	Document 00 45 00 'Bidder Information Sheet' is referenced from the 'Instructions to Bidders' (00 20 00) but was not included in the Project Manual. This document is attached to the Addendum and **shall be completed and submitted with Contractor's Bid in accordance with the Instructions to Bidders.**	Bidder Information Sheet 00 45 00	3
4.	Revised Bid Form is attached providing for acknowledgement of all three Addenda and listing Bidder Information Sheet (00 45 00) as a required submittal document that must accompany Contractor's Bid.	Bid Form 00 41 00 (revised)	4
5.	In response to Bid Question requesting a list of County-approved Backflow Testers: The Backflow Tester must be listed on one of the following approved tester lists in order to perform testing for this project: City of Woodland City of West Sacramento City of Davis Approved tester lists from these agencies are attached to this Addendum.	Approved Tester Lists from Cities of Woodland, West Sacramento, and Davis	7

Item	Description	Attachment	No. pages
6.	The following clarification is being issued in response to this Bid Question: *On the Subcontractor List, can the bid price and full mailing address for each sub be submitted by the low bidder 24 hours after the bid opening?* Response from the County: The County will follow Public Contract Code Section 4104. Bids must contain the name, location of the place of business, CSLB number, DIR number of each subcontractor that will perform work in an amount in excess of one-half of one percent of the prime contractor's bid (0.5%). The County will allow other required information about the subcontractor to be submitted up to 24 hours after the bid submittal deadline.	None	0
7.	The following clarification is being issued in response to this Bid Question: *Can the labor requirements for sub-contractor participation in Skilled & Trained be more clearly defined. Is it only necessary for specific trades? Which trades if so?* Response from the County: Subcontractors participating in this project are not subject to Skilled & Trained Worker requirements. Subcontractors are still obligated to meet the requirements of Labor Code 1777.5.	None	0

END OF ITEMIZED ADDENDUM LIST

ATTACHMENTS FOLLOW:

Bidder Information Sheet 00 45 00 – 3 pages (reference Item 3)
Revised Bid Form 00 41 00 – 4 pages (reference Item 4), dated 06/24/2021
City of Woodland Certified Testers List – 4 pages (reference Item 5), dated 06/01/2021
City of West Sacramento Certified Backflow Tester List – 2 pages (reference Item 5), dated 3/10/2021
City of Davis Certified Backflow Testers List – 1 page (reference Item 5), dated May 2021

(Bidder to attach additional sheets as necessary)

SECTION 00 45 00

BIDDER INFORMATION SHEET

Bidder must check one of the following classifications which fit its type of business organization and furnish all information required under that classification.

Please type or print your answers.
Attach a copy of license(s) upon which you intend to rely.

_____

( ) BIDDER IS A CORPORATION

The full name of the corporation as it appears on the State Contractor's License is:

_____

Corporation is incorporated in the State of:

_____

( ) BIDDER IS AN INDIVIDUAL

Bidder's name as it appears on State Contractor's License is:

_____

( ) BIDDER IS A PARTNERSHIP

Bidder's firm name, individual or partnership, as it appears on State Contractor's License is:

_____

The full names of all partners as they appear on State Contractor's License are:

_____

_____

County in which any Certificate of Doing Business Under a Fictitious Name is filed – (If none, so state):

_____

Accompanying this proposal is_____

_____(NOTICE: INSERT THE WORDS "CASH ($

_____)", "CASHIER'S CHECK", "CERTIFIED CHECK", OR

"BIDDER'S

BOND", AS THE CASE MAY BE) in amount equal to at least ten (10) percent of the total of

the Bid. The names of all persons interested in the forgoing proposal as principals are as

follows:

IMPORTANT NOTICE: If the Bidder or other interested person is a corporation, state legal name of corporation, also names of the president, secretary, treasurer, and executive officer thereof; if a partnership, state name of partnership, also names of all individual partners; if Bidder or other interested person is an individual, state first and last names in full.

_____

_____

_____

Licensed in accordance with an act providing for the registration of contractors,

License No._____Classifications(s) _____

DIR Registration No.: _____

(A copy of the afore-referenced license must be supplied at Notice of Award.)

ADDENDA: This Proposal is submitted with respect to the changes to the Contract included in addenda number(s)

_____

(Fill in addenda numbers if addenda have been received and insert, in this proposal, any Engineer's Estimate sheets that were received as part of the addenda)

CERTIFICATION OF BIDDER FOR PROPOSAL:

By my signature on this Proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code are true and correct. By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Non-Collusion Affidavit required by Public Contract Code Section 7106 and Part 24 Debarment and

Suspension Certification are true and correct.

The person or persons executing this proposal on behalf of a corporation or a member of partnership, shall be prepared to demonstrate by resolution, article, or otherwise, that such person is or that such persons are appropriately authorized to act in these regards for such corporation or partnership. Such authority shall be demonstrated to the satisfaction of the County of Yolo.

If the signature is by an agent other than an officer of a corporation or a member of a partnership, a power of attorney authorizing said act by the agent on behalf of his principal shall be submitted with the bid forms, otherwise the Bid may be disregarded as irregular and unauthorized.

The Bidder's execution on the signature portion of this Proposal shall constitute an endorsement and execution of those affidavits, declarations and certifications which are of this Proposal.

Executed this_____day of_____at_____, California.



Sign Here:

_____

by

_____

Name and Title of Bidder

_____

Name of Firm

SECTION 00 41 00

BID FORM
Project: Yolo Branch Library, 37750 Sacramento Street, Yolo, California

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with the County of Yolo ("The County") in the form included in the Contract Documents, Document 00 52 00 Contract, to perform and furnish all Work as specified or indicated in the Contract Documents for the Contract Sum and within the Contract Time indicated in this Bid and in accordance with all other terms and conditions of Contract Documents.

2. Bidder accepts all of the terms and conditions of the Contract Documents and the Notice to Bidders, including without limitation, those dealing with the disposition of Bid security. Bidder will sign and submit the Agreement with Bonds and other documents required by Document 00 20 00 Instructions to Bidders, within ten (10) calendar days after receipt of the County's Notice of Award.

3. In submitting this Bid, Bidder represents:

   (a) Bidder has examined copies of all of the Contract Documents and of the following Addenda (receipt of all of which is hereby acknowledged).

Addendum #	Issue Date	Bidder's Acknowledgement (initials)
Addendum #1	June 16, 2021	
Addendum #2	June 22, 2021	
Addendum #3	June 24, 2021	

   (b) Bidder has visited the site and has examined thoroughly and understood the nature and extent of the Contract Documents, Work, Site, locality, actual conditions, as built conditions, and all local conditions and federal, state and local laws and regulations that in any manner may affect cost, progress, performance or furnishing of Work or which relate to any aspect of the means, methods, techniques, sequences or procedures of construction to be employed by Bidder and safety precautions and programs incident thereto;

   (c) Bidder has examined thoroughly and understood all reports, drawings and/or reports, available for Bidding purposes and accepts the determination set forth in these documents and Document 00700 General Conditions of the limited extent

of the information contained in such reports and drawings upon which the Bidder may be entitled to rely. Bidder agrees that except for the information so identified, Bidder does not and shall not rely on any other information contained in such reports and drawings.

(d) Bidder has conducted or obtained and has understood all such examinations, investigations, explorations, tests, reports and studies (in addition to or to supplement those referred to in paragraph 3(c) above) which pertain to the subsurface conditions, as built conditions, Underground Facilities and all other physical conditions at or contiguous to the site or otherwise which may affect the cost, progress, performance or furnishing of Work, as Bidder considers necessary for the performance or furnishing of Work at the Contract Sum, within the Contract Time and in accordance with the other terms and conditions of Contract Documents, including specifically the provisions of the General Conditions; and no additional examinations, investigations, explorations, tests, reports, studies or similar information or data are or will be required by Bidder for such purposes;

(e) Bidder has correlated its knowledge and the results of all such observations, examinations, investigations, explorations, tests, reports and studies with the terms and conditions of the Contract Documents;

(f) Bidder has given Project Manager prompt written notice of all conflicts, errors, ambiguities or discrepancies that it has discovered in or among the Contract Documents and as built and actual conditions and the written resolution thereof by Project Manager is acceptable to Bidder.

4. Based on the foregoing, Bidder proposes and agrees to fully perform the Work within the time stated and in strict accordance with the Contract Documents for the following sum of money listed in the following Bid Schedule:

Base Bid Total Price for the Yolo Branch Library Project

$_____

(written) **Dollars**

Enclosed find Bidder's Bond, certified check or cashier's check No._____of the

_____(Company/Bank), for $_____.

Dated this_____day of_____, 2021

Unit Pricing

Off-haul and disposal of unsuitable soil (no haz mat), per cubic yard: $_____

Import of engineered fill, per cubic yard: $_____

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.

6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of ninety (90) calendar days from the date prescribed for its opening (to accommodate State financing process).

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.

8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.

10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Contract).

11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Agreement).

12. The undersigned herewith encloses the completed Non-Collusion Affidavit – 00 45 10.

13. The undersigned herewith encloses the completed DAS Form 7 – 00 45 26.

14. The undersigned herewith encloses the completed Bidder Information Sheet – 00 45 00.

15. The names of all persons interested in the foregoing Bid as principals are:

_____

_____

_____

_____

(IMPORTANT NOTICE: If Bidder or other interested person is a corporation, give the legal name of corporation, state where incorporated, and names of president and secretary thereof; if a partnership, give name of the firm and names of all individual co-partners composing the firm; if Bidder or other interested person is an individual, give first and last names in full).

Name of Bidder: _____
Legal Name of Corporation or Firm

CA Contractor's License No. _____

DIR Registration No. _____

Business Address _____

_____

Email Address _____

Telephone Number _____

Date of Bid _____

_____
Signature of Bidder (Authorized to sign contracts on behalf of the Corporation or Firm)

_____
Printed Name

_____
Title

City of Woodland

Water Department Water Service Area Certified Testers List Fiscal Yr. '20-'21

(Last Updated 06/01/2021)

Tester's Name	Tester's Contact Information	AWWA or NCBPA Expiration Date	Business License Expiration Date	Calibration Report Expiration Date
Sam Ferry	**Sam Ferry Backflow Tester** 1410 Willow Springs Drive Woodland, CA 95776 **Telephone: (530) 668-1211** **FAX: (530) 668-1211**	10/31/2021	**11/30/2021**	**07/14/2021**
Glenn Thornton	**Glenn Thornton Plumbing** 5405 Dorset Way Sacramento, CA 95822 **Telephone: (916) 441-4387** **Fax: (916) 441-1676**	08/31/2022	**01/31/2022**	**05/11/2022**
Nathan Passantino	**AP Plumbing & Fire Inc.** P.O. Box 292 Woodland, CA 95776 **Telephone: (530) 666-2612** **FAX: (530) 666-9362**	12/31/2022	**04/30/2022**	**08/04/2021**
Juan Aguilar	**Glenn Thornton Plumbing** 5405 Dorset Way Sacramento, CA 95822 **Telephone: (916) 441-4387** **FAX: (916) 441-1676**	02/28/2023	**01/31/2022**	**06/18/2021**
Lynn Christensen	**PDQ Water.com** 216 "F" Street Davis, CA 95616 **Telephone: (530) 756-7084** **Email: Lynn@pdqwater.com**	04/30/2024	**05/31/2022**	**11/23/2021**
Matt Spellman	**River City Fire Equipment Co., Inc.** 2419 Sellers Way West Sacramento, CA 95691 **Telephone: (916) 351-4311** **FAX: (916) 374-0812**	09/30/2021	**07/31/2021**	**12/21/2021**
Jon Lotito	**All Pro Backflow** P.O. Box 2193 Folsom, CA 95630 **Telephone: (916) 276-7162**	12/31/2023	**01/31/2022**	**06/30/2021**
Stephen LeDoux	**LeDoux Backflow Testing Services** P.O. Box 195 Orangevale, CA 95662 **Telephone: (916) 826-8202** **FAX: (916) 984-5275**	02/28/2022	**03/31/2022**	**03/02/2022**
Brian Rohl	**All Pro Backflow** P.O. Box 2193 Folsom, CA 95630 **Telephone: (916) 276-7162**	08/31/2022	**01/31/2022**	**08/21/2021**

City of Woodland

Water Department Water Service Area Certified Testers List Fiscal Yr. '20-'21

(Last Updated 06/01/2021)

Tester's Name	Tester's Contact Information	AWWA or NCBPA Expiration Date	Business License Expiration Date	Calibration Report Expiration Date
Dan Scott	**Backflow Technologies** 4300 82nd St #1 Sacramento, CA 95826 **Telephone: (916) 739-0547**	08/31/2021	**04/30/2022**	**04/15/2022**
Jason Paron	**Firecode Safety Equipment, Inc.** 3722 West Pacific Ave Sacramento, CA 95820 **Telephone: (916) 456-5561**	07/31/2021	**12/31/2021**	**09/10/2021**
Chris Jaeger	**Chris Jaeger Construction & Testing** 1144 Jones Rd Yuba City, CA 96991 **Telephone: (530) 682-0807**	09/30/2022	**06/30/2021**	**10/21/2021**
Art Castillo	**Castillo Plumbing** 1744 El Paseo Dr. Woodland CA 95695 **Telephone: (916) 870-6125**	11/30/2022	**04/30/2022**	**07/14/2021**
Gary Christensen	**PDQ Water.com** 216 "F" Street Davis, CA 95616 **Telephone: (530) 756-7084**	02/22/2023	**05/31/2022**	**02/25/2022**
David J. Walters	**ABC Plumbing** 205 22ND Street Sacramento, CA 95618 **Telephone: (916) 448-0801** **Fax: (916) 448-3952**	02/28/2022	**01/31/2022**	**07/15/2021**
John Lenakakis	**LeDoux Backflow Testing Services** P.O. Box 195 Orangevale, CA 95662 **Telephone: (916) 826-8202** **FAX: (916) 984-5275**	10/31/2022	**03/31/2022**	**04/21/2022**
Scott Barrett	**Barrett Backflow Testing** 19380 County Rd 98 Woodland, CA 95695 **Telephone: (530) 304-9943**	05/31/2024	**06/30/2021**	**05/20/2021**
Donald Gordon	**Legacy Fire Protection, Inc.** 1 Blue Sky Ct Sacramento, CA 95828 **Telephone: (916)-330-4233**	05/31/2023	**05/31/2022**	**06/19/2021**
Jason Balukoff	**JB Backflow Service** 11959 Hobday Rd Wilton, CA 95693 **Telephone: (209) 642-5953**	01/31/2023	**09/30/2021**	**04/23/2021**

City of Woodland

Water Department Water Service Area Certified Testers List Fiscal Yr. '20-'21

(Last Updated 06/01/2021)

Tester's Name	Tester's Contact Information	AWWA or NCBPA Expiration Date	Business License Expiration Date	Calibration Report Expiration Date
Clint Robertson	**Robertson's Backflow** 3170 Deep Haven Rd Pollock Pine, CA 95726 **Telephone: (530) 306-1056**	06/30/2023	**11/30/2021**	**01/22/2022**
Laszlo Kramer	**AAA Backflow Prevention Inc.** 4949 Nadotti Rd. Stockton, CA 95215 **Telephone: (209) 931-5253** **FAX: (209) 931-1916**	02/28/2022	**03/31/2022**	**07/08/2021**
Justin Bastedo	**River City Fire Equipment Co., Inc.** 2419 Sellers Way West Sacramento, CA 95691 **Telephone: (916) 351-4311** **FAX: (916) 374-0812**	01/31/2022	**07/31/2021**	**11/10/2021**
Joseph Dutilly	**Firecode Safety Equipment, Inc.** 3722 West Pacific Ave Sacramento, CA 95820 **Telephone: (916) 456-5561**	11/30/2021	**12/31/2021**	**07/27/2021**
Jesse Flores	**Backflow Technologies** 4300 82nd St #1 Sacramento, CA 95826 **Telephone: (916) 739-0547**	07/31/2022	**04/30/2022**	**10/21/2021**
William Haynes	**Stead Backflow Prevention Svcs, Inc.** 2715 W Kettleman Lane #203-321 Lodi, CA 95242 **Telephone: (209) 351-0534**	08/31/2021	**10/31/2021**	**10/20/2021**
Dana MacLean	**California Backflow Testing** 2032 Nicklaus Cir Roseville, CA 95678 **Telephone: (916) 773-2055**	01/31/2024	**06/30/2021**	**01/13/2022**
Marc Rubald	**Village Backflow Prevention Service** P.O. Box 72574 Davis, CA 95617 **Telephone: (530) 756-8952**	12/31/2022	**02/28/2022**	**10/06/2021**
Richard Mathieu	**Richard's Dependable Backflow & Plumbing** 3516 Eisenhower Dr Sacramento, CA 95826 **Telephone: (916) 248-3275**	10/31/2022	**04/30/2022**	**05/04/2021**
Jed Rinne	**All Pro Backflow** P.O. Box 2193 Folsom, CA 95630 **Telephone: (916) 276-7162**	01/31/2022	**01/31/2022**	**01/23/2022**

City of Woodland

Water Department Water Service Area Certified Testers List Fiscal Yr. '20-'21

(Last Updated 06/01/2021)

Tester's Name	Tester's Contact Information	AWWA or NCBPA Expiration Date	Business License Expiration Date	Calibration Report Expiration Date
Ben Cox	**Air Systems of Sacramento, Inc.** 10381 Old Placerville Rd #100 Sacramento, CA 95827 ***Telephone: (888) 504-2772***	09/30/2022	**02/28/2022**	**03/18/2022**
Chad Ward	**Pride Industries** 10030 Foothill Blvd Roseville, CA 95747 ***Telephone: (916) 531-7425***	06/30/2022	**11/30/2021**	**07/21/2021**
Rob Ngo	**Century Lighting & Electric** 12820 Earhart Ave Auburn, CA 95602 ***Telephone: (916) 531-7425***	08/31/2023	**12/31/2021**	**08/28/2021**
Dustin Ring	**Century Lighting & Electric** 12820 Earhart Ave Auburn, CA 95602 ***Telephone: (916) 531-7425***	08/31/2023	**12/31/2021**	**10/15/2021**
Matthew Hopkins	**AAA Backflow Prevention Inc.** 4949 Nadotti Rd. Stockton, CA 95215 **Telephone: (209) 931-5253** **FAX: (209) 931-1916**	06/30/2022	**03/31/2022**	**09/11/2021**
Caleb Robertson	**Robertson's Backflow** 3170 Deep Haven Rd Pollock Pine, CA 95726 **Telephone: (530) 306-1056**	01/31/2023	**11/30/2021**	**01/14/2022**
Justin Fengel	**Five Star Backflow Testing** 5105 Otter Pond Way Rancho Cordova, CA 95742 **Telephone: (916) 580-9834**	04/30/2022	**10/31/2021**	**01/14/2022**
Dana McLean	**CA Backflow Testing** 2032 Nicklaus Cir Roseville, CA 95678 **Telephone: (916)-316-1646**	01/31/2024	**06/30/2021**	**01/13/2022**
Rene Romero	**Romero Landscaping and Irrigation** P.O. Box 1251 Tracy, CA 95378 **Telephone: (209)-639-7017**	02/29/2024	**03/31/2022**	**01/06/2022**

CITY OF WEST SACRAMENTO / CERTIFIED BACKFLOW TESTER LIST

This is a current list of certified backflow testers registered with the City of West Sacramento. No endorsement is made for any tester or company, however, due to State mandates, please choose someone from this list OR have your preferred tester contact our office.

THIS LIST IS IN ALPHABETICAL ORDER AND NOT IN ANY RANKING

Contractor Name	Company Name	License #	Phone #
Aguilar, Juan	Glenn Thornton Plumbing	12429	(916) 996-7496
Aldred, Andrew	Aldred Backflow	18108	(916) 599-6480
Barrett, Scott	Barrett Backflow Testing	16993	(530) 304-9943
Bastedo, Justin	River City Fire Equipment Co.	17337	(916) 374-8295
Cortez, Rick	R. C. Plumbing	01688	(916) 799-7975
Davis, Eric	Ramco Properties	16972	(916) 801-1964
Davis, Tyler	Davis Backflow Service	16036	(916) 214-6292
Dechev, Dimitar	Super Brothers Plumbing, Heading & Air	17408	(916) 388-4014
Doan, Jesse	Cosco Fire Protection	18007	(916) 652-1306
Fengel, Joshua	Cosco Fire Protection	17967	(916) 652-1306
Fengel, Justin	Five Star Backflow	13338	(916) 580-9834
Ferry, Sam	Sam Ferry Backflow Tester	11409	(530) 668-1211
Flores, Jesse	Backflow Technologies	17567	(916) 739-0544
Gordon, Donald	Legacy Fire Protection, Inc.	16550	(916) 612-3056
Green, James	Bill's Backflow Service	07503	(916) 652-0345
Howden, James	Robertson's Backflow	16900	(530) 306-1056
Jaeger, Chris	Chris Jaeger Testing	05519	(530) 682-0807
Johnson, Dale	Cosco Fire Protection, Inc	16820	(916) 652-1306
Kasper, George	Armstrong Plumbing	16844	(916) 641-0886
Keddy, Daniel	The Backflow Guy, Inc	15884	(877) 384-3489
Kramer, Laszlo	AAA Backflow Prevention, Inc.	15971	(877) 226-3569
Laidlaw, David	Wave Plumbing and Construction	06307	(530) 878-9923
Larsen, Jeff	Jeffs Backflow Service	11787	(209) 639-2921
LeDoux, Ryan	Ryan LeDoux Backflow Testing & Repair	10499	(916) 440-6702
LeDoux, Stephen	LeDoux Backflow Testing Services	07860	(916) 826-8202
Lotito, Jon	All Pro Backflow, Inc.	12508	(916) 276-7162
Maria-Hopkins, Matthew	AAA Backflow Prevention, Inc.	17517	(877) 226-3569
Mathieu, Richard	Richard's Dependable Backflow Testing	10458	(916) 248-3275
Paron, Jason	Firecode Safety Equipment, Inc.	15735	(916) 456-5561
Penny, Walter	Walt's Backflow Service	10436	(916) 470-0120
Perkins, Thomas	Thomas Perkins	10461	(916) 202-8245
Prather, Mitch	C&M Backflow Testing and Repair	03099	(916) 783-7176
Reyes, Joseph	Sameday Backflow Service	07863	(209) 986-3569
Rinne, Jed	All Pro Backflow, Inc.	17335	(916) 276-7162
Robertson, Clinton	Robertson's Backflow	13876	(530) 306-1056
Rohl, Brian	All Pro Backflow, Inc	14926	(916) 276-7162

Rubald, Marc	Village Backflow Prevention Service	04086	(530) 756-8952
Scott, Dan	Backflow Technologies Inc	09879	(916) 739-0544
Simmons, Derald	Mark III Construction	16997	(916) 381-8080
Spellmon, Matt	River City Fire Equipment Company	14560	(916) 374-8295
Taylor, Cecil	Simplex Grinnell	15583	(916) 995-3867
Thornton, Glenn	Glenn Thornton Plumbing Inc	02100	(916) 441-4387
Tuck, Gary	Plumbing Service Company	09417	(916) 455-3171
Valenzano, Randy	Plumbing Service Company	01607	(916) 455-3171
Walters, David	ABC Plumbing Heating and Air	11594	(916) 448-0801
Zipprian, Brett	Certified Safe Backflow Testing & Repair	17253	(916) 350-1484

PUBLIC WORKS DEPARTMENT
1717 5TH Street, Davis, CA 95616
Phone: (530) 757-5686
E-Mail: mholden@cityofdavis.org

Certified Backflow Testers List

MAY 2021

BUSINESS	NAME	ADDRESS	CITY/STATE/ZIP	PHONE #
ABC Plumbing, Heat & Air	David Walters	205 22nd Street	Sacramento, CA 95816	(916) 448-0801
Richards Depenable backflow	Richard Mathieu	3516 Eisenhower Drive	Sacramento CA 95826	(916)248-3275
Air System Service Company	William Bartacchi	10381 Old Placerville rd su 100	Sacramento CA 95827	(916)368-0336
AAA Backflow Prevention Service	Jorden Lee	4949 East Nadotti Road	Stockton CA 95215	(209)931-5253
AP Plumbing	Nathan Passantino	P.O. Box 292	Woodland, CA 95776	(530) 666-2612
Backflow Technologies	Dan Scott	4300 82nd Street	Sacramento, CA 95826	(916)739-0547
Barrett Backflow Testing	Scott Barrett	19380 County Road 98	Woodland,CA 95695	(530)304-9943
C & M Backflow Testing & Repair	Mitch Prather	3002 Springview Meadows Dr	Rocklin, CA 95766	(916) 783-7176
Cosco Fire Protection	John T Stobb	4233 W.Sierra Madera Ste 108	Fresno CA 93722	(916)652-1306
Chris Jaeser Testing	Chris Jaeser	PO BOX 1300	Yuba City CA 95992	(530)682-0807
Five Star Backflow Services	Justin Fenger	PO Box 340519	Sacramento, CA 95834	(916)580-9834
Glenn Thornton Plumbing	Glenn Thornton	5405 Dorset Way	Sacramento, CA 95822	(916) 441-4387
Glenn Thornton Plumbing	Juan Aguilar	5405 Dorset Way	Sacramento, CA 95822	(916) 441-4387
James Water Service Co.	James Whitaker	116 Broadview Lane	Winters, CA 95694	(530) 902-4805
Preferred Plumbing	Paul Fenczik	3437 Myrtle ave STE 440	North Highlands CA 95660	(925)677-0900
John's Backflow Tech & Service	John Barber	179 North Park Dr	Vacaville, CA 95688	(707) 205-9397
PDQ Water.Com	Lynn Christensen	216 F Street	Davis, CA 95616	(530) 756-7084
PDQ Water.Com	Gary Christensen	216 F Street	Davis, CA 95616	(530) 756-7084
Plumbing Service Company	Randy Valenzano	6400 Elvas Avenue, Suite B	Sacramento, CA 95819	(916) 455-3171
Cosco Fire Protection	Joshua Fengel	4320 Anthony Ct.Ste B	Rocklin CA 95677	(916)652-1306
Stephen LeDoux Certified Backflow	Ramiro Cuevas	PO BOX 195	Orangevale, CA 95662	(916) 455-3171
River City Fire	Matt Spellman	2419 Sellers Way	west Sacramento, CA 95691	(916) 374-8295
River City Fire	Justin Bastedo	2419 Sellers Way	west Sacramento, CA 95691	(916) 374-8295
Stead Backflow Prevention	Bryant Brogren	4555 N. Pershing Ave, #33-141	Stockton, CA 95203	(800) 640-5171
Stephen LeDoux Certified Backflow	Stephen LeDoux	P.O. Box 195	Orangevale, CA 95662	(916) 826-8202
Thorpe Design	Michael Faria	410 Beatrice Ct, Suite A	Brentwood, CA 94513	(925)766-0849
Village Backflow	Marc Rubald	413 Merganser Place	Davis, CA 95616	(530) 756-8952
Wave Plumbing	David Laidlaw	P.O. Box 1231	Meadow Vista, CA 95722	(800) 836-4671
All Pro Backflow	Jon Lotito	P.O.box 2193	Folsom CA 95763	(916)276-7162
Express Sewer & Drain	Jason Maduri	3303 Luyung Dr	Rancho Cordova CA	(916)842-3142
Backflow Wizard	Jeovani Benavidez	3738 Naturita Way	Sacramento,CA 95834	(916)539-9382
Acco Engineered Systems,INC	Alexandra Engleking	9290 Beatty Drive	Sacramento, CA 95826	(916)275-8934
Preferred Plumbing	Michael Harrell	3437 Myrtle Avenue	North Highlands CA 95660	(916)666-3193
SacVal Plumbing/United valley inc	Ruslan Gidenko	8121 Industrial Prwy	Sacramento CA 95824	(916)452-9687
C & M Backflow and Repair, Inc	Tyler Davis	PO BOX 901	Rocklin, CA 95677	(916) 214-6292
Certified Safe Backflow Testing and	Bret Zipprian	PO BOX 2472	Rocklin CA 95677	(916)350-1484
Air System Service Company	Derek Ivy	10381 Old Placerville rd su 100	Sacramento CA 95827	(916)340-5773
Super Brothers Plumbing Heating &	Dimitar Dechev	7475 Kanai Ave	Citrus Heights CA	(916)388-4014
LeDoux Backflow Testing Services	Yianni Lenakakis	PO Box 195	Orangevale, Calif 95662	(916(826-8202
Air Systems Services Construcition	Ben Cox	10381 Old Placerville Road	Sacramento, CA 95827	(916) 414-0338
Plumbing Services Company	Marcos Almeido	6400 Elvas Avenue, Suite B	Sacramento,CA 95819	(916)455-3171
Johnson Controls Fire Protection	Cecil Taylor	4650 Beloit Dr.	Sacramento,CA 95838	(916)283-0300
Cosco Fire Protection	Jesse Doan	4320 Anthony Ct.Ste B	Rocklin CA 95677	(916)652-1306

NOTE: THE ASSEMBLY OWNER SHOULD BE AWARE THAT A CONTRACTOR HAS PROPER INSURANCE COVERAGE.
A BACKFLOW ASSEMBLY CREATES A CLOSED SYSTEM AND SHOULD ONLY BE INSTALLED BY A QUALIFIED PLUMBER

County of Yolo

Department of General Services
Facilities Division

Kevin Yarris
DIRECTOR

120 West Main Street, Suite D
Woodland, CA 95695

(530) 406-8114
www.yolocounty.org

CONTRACT CHANGE ORDER NO.

Federal Project No. N/A **W.O. No.** #X

Project: YOLO COUNTY LIBRARY ROJECT

Location: 37750 Sacramento Street, Yolo CA 95697

Date: _____

To: **Broward Builders, Inc**. You are hereby directed to make the herein described changes from the PLANS and SPECIFICATIONS or do the following described WORK not included in the PLANS and SPECIFICATIONS on this CONTRACT.

Change requested by: CONTRACTOR

Initial Contract Amt: **$** CO's to date: **$** this CCO: **$** New Encumbered Amount: **$**

DESCRIPTION OF WORK

(Estimate of quantities and prices shall be included herein)

Perform the following changes to the WORK. This Contract Change Order will be on a **Lump Sum Price** basis as specified in Section 4.3 of the GENERAL PROVISIONS:

The following table(s) summarizes the change in CONTRACT PRICE:

Item	Bid Item Description	Date Requested	Quantity	Unit	Unit Price	Net Change
1						
2						
3						
4						
TOTALs						

See attached Request for Change Order # submitted by **Broward Builder, Inc.** and Attachment # for a detailed breakdown.

Justification:

By reason of this proposed change, _ working days extension of time will be allowed.

Contractor:

CONTRACTOR accepts the terms and conditions stated above as full and final settlement of any and all claims arising out of or related to the subject of this CONTRACT CHANGE ORDER and acknowledges that the compensation (time and cost) set forth herein comprises the total compensation due for the work or change defined in the CONTRACT CHANGE ORDER, including all impact on any unchanged work. By signing this CONTRACT CHANGE ORDER, the CONTRACTOR acknowledges and agrees that the stipulated compensation includes payment for all work contained in the CONTRACT CHANGE ORDER, plus all payment for any acceleration or interruption of schedules, extended overhead costs, delay, and all impact or cumulative impact on all WORK under this CONTRACT. The signing of this CONTRACT CHANGE ORDER acknowledges full mutual accord and satisfaction for the change and that the stated time and/or cost constitute the total equitable adjustment owed the CONTRACTOR as a result of the change. The CONTRACTOR hereby releases and agrees to waive all rights, without exception or reservation of any kind whatsoever, to file any further claim or request for equitable adjustment of any type, for any reasonably foreseeable cause that shall arise out of, or as a result of, this CONTRACT CHANGE ORDER and/or its impact on the remainder of the WORK under the CONTRACT.

APPROVED BY:_____Date:_____
Broward Builders, Inc

APPROVAL
RECOMMENDED BY:_____ Date:_____
Gene Wais , Project Manager

APPROVED:_____ Date:_____
Kevin Yarris, Director

NOTE: This change order is not effective until approved by the Director of General Services Department, Facilities Division.

COPY TO: Contractor -1, GSD -1

Approved as to Form:

By: _____
Philip J Pogledich, County Counsel

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government **31.**

Board of Supervisors **General Services**

Meeting Date: 06/06/2023

Brief Title: State Appropriation of $5,000,000 from California Department of Parks and Recreation

From: Ryan Pistochini, Director, General Services Department

Staff Contact: Emily Huerta, Associate Parks Planner, General Services Department, x5043

Supervisorial District Impact: Countywide

Subject

Adopt resolution authorizing the County to accept state appropriation included in the 2022-23 state budget (AB 179) in the amount of $5,000,000 from the California Department of Parks and Recreation. (No general fund impact) (Pistochini/Tengolics)

Recommended Action

Adopt resolution authorizing the County to accept a state appropriation included in the 2022-23 state budget (AB 179) in the amount of $5,000,000 from the California Department of Parks and Recreation.

Strategic Plan Goal(s)

In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background

Yolo County received a FY 22-23 state budget appropriations through the State Budget Act (AB 179 of 2023) for several community projects to be administered by the California Department of Parks and Recreation. The amount of the appropriations is $5,000,000 to benefit the Knight's Landing Park, Vic Fazio Wildlife Area, Crisis Nursery expansion and the Underserved Farmer's Cooperative. The attached resolution (Att. A.) will authorize the County to accept this appropriation and move forward with the contracting process to receive these funds. Funds will be distributed in accordance with direction from California State Senator Dodd and California Assemblymember Aguiar-Curry.

A future item will be brought to the Board of Supervisors to approve the State contract and the resulting contracts with the non-profit entities associated with these projects.

Collaborations (including Board advisory groups and external partner agencies)

The General Services Department coordinated this item with the County Administrator's Office and the California Department of Parks and Recreation. This state budget appropriations would not be possible without the efforts of California State Senator Dodd and California Assemblymember Aguiar-Curry.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$5,000,000
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure

State Funds	$5,000,000

Further explanation as needed

The County will receive funding from the state for these community projects. No County funds are involved. Staff will incorporate the unanticipated revenue and associated expenses in the FY23-24 budget process.

Attachments

Att. A. Resolution

Form Review

Inbox	Reviewed By	Date
Financial Services	David Estrada	05/30/2023 12:54 PM
County Counsel	Phil Pogledich	06/01/2023 04:50 PM
John Rowe	John Rowe	06/01/2023 04:53 PM
Form Started By: Emily Huerta		Started On: 04/24/2023 10:35 AM
Final Approval Date: 06/01/2023		

Resolution No: _____

RESOLUTION OF THE Board of Supervisors OF the County of Yolo APPROVING APPLICATION(S) FOR SPECIFIED GRANT FUNDS from Budget Act of 2022, AB179, Chapter 249, Control Section 19.56, Item 3790-101-0001(k) OTHER COMMUNITY SERVICES, (10) $5,000,000 to the County of Yolo to support Knight's Landing Park, Vic Fazio Wildlife Area, Crisis Nursery expansion and the Underserved Farmer's Cooperative.

WHEREAS, the State Department of Parks and Recreation has been delegated the responsibility by the Legislature of the State of California for the administration of a grant to the County of Yolo, setting up necessary procedures governing application(s); and

WHEREAS, said procedures established by the State Department of Parks and Recreation require the applicant's Governing Body to certify by resolution the approval of project application(s) before submission of said applications to the State; and

WHEREAS, the applicant will enter into a contract with the State of California to complete project(s);

NOW, THEREFORE, BE IT RESOLVED that the Yolo County Board of Supervisors hereby:

1. Approves the filing of project application(s) for specified grant project(s); and
2. Certifies that said applicant has or will have available, prior to commencement of project work utilizing specified grant funds, sufficient funds, including those provided by this grant, to complete the project; and
3. Certifies that the applicant has or will provide sufficient funds to operate and maintain the project(s); and
4. Certifies that the applicant has reviewed, understands, and agrees to the Provisions contained in the contract in this Procedural Guide; and
5. Delegates the authority to the Director of General Services or designee to conduct all negotiations, sign and submit all documents, including, but not limited to applications, agreements, amendments, and payment requests, which may be necessary for the completion of the project scope(s); and
6. Agrees to comply with all applicable federal, state and local laws, ordinances, rules, regulations and guidelines.

Approved and adopted the 6th day of June, 2023.

I, the undersigned, hereby certify that the foregoing Resolution Number_____ was duly adopted by the Yolo County Board of Supervisors following a roll call vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

_____

Oscar E. Villegas, Chairman
Yolo County Board of Supervisors

Attest:Julie Dachtler, Senior Deputy Clerk
of the Board of Supervisors

By_____
Deputy (Seal)

Approved as to Form:

By_____

Philip J. Pogledich, County Counsel

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 32.
Board of Supervisors **General Services**

Meeting Date:	06/06/2023
Brief Title:	FY2022-23 Fixed Asset Amendment
From:	Ryan Pistochini, Director, General Services Department
Staff Contact:	Sofia Mejia, Associate Administrative Analyst, General Services Department, x5021
Supervisorial District Impact:	Countywide

Subject
Approve amendment to the General Services Department 2022-23 authorized equipment list to add the parks generator and parks vehicle and to reallocate the authorized amounts for the facilities items on the list. (No general fund impact) (Pistochini)

Recommended Action
Approve amendment to the General Services Department 2022-23 authorized equipment list to add the parks generator and parks vehicle and to reallocate the authorized amounts for the facilities items on the list.

Strategic Plan Goal(s)
Thriving Residents

In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background
The General Services Department is requesting an amendment to the 2022-23 authorized equipment list to reflect revised priorities and pricing increases relate to Parks and Facilities equipment purchases. This amendment is to add the parks generator and parks vehicle and to reallocate the authorized amounts for the facilities items on the list.

The Department projected a savings in the Parks Division salary and benefits in mid-year and third quarter monitor. With these savings, the Department requests to purchase a generator for the Cache Creek Campground and parks vehicle. The generator is used to power the well and other campground infrastructure when solar panels are inoperative. The Department also requests to purchase a park vehicle. This vehicle is needed due to the increase mowing requirements caused by the past year's torrential rain. Efficient and timely mowing is necessary in keeping the vegetation down, limits the chance of wildfires and is paramount as a fire abatement.

The Department is requesting to reallocate the authorized amount for two facilities items, a man gate and a golf cart, both of which will be at the justice campus. The golf cart is expected to be more than originally budgeted and can be offset by savings in man gate. These two items will improve safety of facilities workers at the justice campus.

Collaborations (including Board advisory groups and external partner agencies)
General Service Department, Department of Financial Services, County Counsel, County Administrator's Office.

Competitive Bid Process/Vendor Performance
All purchases will be in compliance with Procurement and Department of Financial Services policies and procedures.

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$0

Source of Funds for this Expenditure

General Fund	$0

Further explanation as needed

There is no fiscal impact to this action. The request to purchase these items are proposed to be funded by existing savings within the parks division and facilities division budgets.

Attachments

Att. A. Fixed Asset Amendment

Form Review

Inbox	Reviewed By	Date
Financial Services	David Estrada	05/30/2023 07:58 AM
County Counsel	Hope Welton	05/30/2023 08:16 AM
John Rowe	John Rowe	05/30/2023 08:56 AM
Form Started By: Sofia Mejia		Started On: 05/12/2023 02:49 PM
Final Approval Date: 05/30/2023		

FY22-23 Authorized Equipment List

Attachment H

Changes to 2022-2023 Authorized Equipment List

Item #	Dept	Fund-B/U	Account	Details	Funding Source	Qty	Unit Cost	Total Cost
1	General Services	0100-66-1303	503070	Golf Cart	General Fund	1	$23,135	$23,135
2	General Services	0100-66-1303	503070	Man Gate	General Fund	1	$5,500	$5,500
3	General Services	0100-66-7011	503020	Campground Generator	General Fund	1	$21,209	$21,209
4	General Services	0100-66-7011	503071	Parks Vehicle	General Fund	1	$70,000	$70,000

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government 33.
Board of Supervisors **General Services**
Meeting Date: 06/06/2023
Brief Title: Contract for Health and Human Services Gonzalez Building - Project Refresh
From: Ryan Pistochini, Director, General Services Department
Staff Contact: Mike Martinez, Projects Division Manager, General Services Department, x5015
Supervisorial District Impact: District 3

Subject
Approve and authorize the Director of General Services to enter into a contract with Pro-Ex Construction in the amount of $216,309 for Health and Human Services Gonzales Building Project Refresh. (No general fund impact) (Pistochini/Martinez)

Recommended Action
Approve and authorize the Director of General Services to enter into a contract with Pro-Ex Construction in the amount of $216,309 for Health and Human Services Gonzales Building Project Refresh.

Strategic Plan Goal(s)
Thriving Residents

Robust Economy

Reason for Recommended Action/Background
In February 2023, an Invitation for Bid (IFB) for the Gonzales Building Project Refresh, located at 25 N. Cottonwood Street, Woodland, was solicited by Yolo County General Services Department (GSD) in collaboration with Health and Human Services (HHSA). Three bids were received and when tallied, Pro-Ex Construction, was deemed the lowest bidder, having submitted a bid of $216,309. This bid includes cost for all labor, services, transportation, equipment, parts and supplies necessary for the refresh of the Bauer Building.

The total cost of this project was previously budgeted in HHSA's budget. Project is estimated to start by the end of June 2023 and conclude by the end of September 2023.

Collaborations (including Board advisory groups and external partner agencies)
Yolo County General Services Department, Projects and Procurement Divisions, Health and Human Services, Department of Financial Services, County Counsel and County Administrator's Office.

Competitive Bid Process/Vendor Performance
Invitation for Bid (IFB): Health and Human Services Gonzalez Building Project Refresh

Bidder	Bid
Paine Construction	$216,712
Pro-Ex Construction	$216,309
Swierstok dba Pro Builders	$237,740

Fiscal Information
Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$216,309
Amount budgeted for expenditure	$216,309
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure

HHSA Fund	$216,309

Further explanation as needed

The funding for this project is from the Health & Human Services Agency.

Attachments

Att. A. Agreement

Form Review

Inbox	Reviewed By	Date
Financial Services	David Estrada	05/30/2023 12:08 PM
County Counsel	Hope Welton	05/30/2023 12:52 PM
John Rowe	John Rowe	05/30/2023 04:13 PM
Form Started By: Tonia Murphy		Started On: 05/18/2023 02:03 PM
Final Approval Date: 05/30/2023		

Agreement No. 23-_____

COUNTY OF YOLO, CALIFORNIA

CONSTRUCTION AGREEMENT FOR HEALTH AND HUMAN SERVICES AGENCY, PROJECT REFRESH GONZALES BUILDING

Health and Human Services Agency, Project Refresh Gonzales Building,
25 N. Cottonwood St., Woodland, California
CONTRACT NO. _____

This Agreement for Construction ("Agreement") is entered into as of June 6, 2023 between Pro-Ex Construction, Inc, a California corporation ("Contractor"), and the County of Yolo ("County"), a political subdivision of the State of California.

1. SCOPE OF WORK. Contractor shall furnish all labor, services, transportation, materials, equipment, parts, and supplies necessary for the **Health and Human Services Agency, Project Refresh Gonzales Building 25 N. Cottonwood St., Woodland, California ("the Project")** in strict accordance with the Project plans and specifications and Contract Documents. Contractor shall complete the Project per the Bid Schedule, not to exceed Two Hundred Sixteen Thousand Three Hundred Nine Dollars and 00/100 ($216,309.00).

2. CONTRACT DOCUMENTS. The following documents defined as the "Contract Documents" in Section 1.12 of the General Conditions, are incorporated as if fully set forth herein by this reference and comprise the entire Agreement between the County and Contractor concerning the Project.

Exhibit A~ Proposal Response, including all required forms
Exhibit B~ Subcontractor List
Exhibit C~ Project Manual, Vol. I, Bidding and Contracting Requirements
Exhibit D~ Project Manual, Vol. II, Technical Specifications and Drawings
Exhibit E~ Performance Bond and Payment Bond
Exhibit F~ General Conditions
Exhibit G~ Notice to Bidders
Exhibit H~ Notice to Proceed
Exhibit I~ Project Plans and Specifications
Exhibit J~ Addendas
Exhibit K~ Change Orders Issued by the County

All of the Contract Documents are intended to be complementary. Work required by one of the Contract Documents and not by others shall be done as if required by all. In the event of a conflict, the various Contract Documents will be given effect in the order set forth in the General Conditions (Section 20.08). In the event of any conflict between any of the provisions of this Contract and the Contract Documents, the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

3. CONDUCT OF WORK, CONTRACT ADMINISTRATOR. Contractor shall perform the services described in the Contract Documents in a in a good, workmanlike and substantial manner and to the satisfaction of the County and in a manner that causes the least possible

inconvenience to County and the public and safeguards persons and property from any dangerous activities or conditions conducted or created by Contractor. County's Chief Deputy County Administration Officer shall administer this Agreement for County. County's Board of Supervisors may designate a different person to serve as Contract Administrator by giving advance written notice to Contractor.

(a) Work Schedule. Unless otherwise agreed pursuant to Section 3.01 of the General Conditions, Contractor shall begin work within ten (10) calendar days after receiving the Contract Administrator's Notice to Proceed and shall complete the work within **120 calendar days** after receiving that notice. This work must be complete, operational, and be accepted by the County for its intended use for this milestone to be deemed complete.

(b) Liquidated Damages. Contractor shall pay County $400.00 a day liquidated damages for each day's delay (excluding Saturdays, Sundays, and County observed holidays) in completing the work beyond the time specified for completion of work. All other aspects of the payment of such damages shall be governed by Section 3.12 of the General Conditions and other relevant provisions thereof. The assessment of liquidated damages is not a penalty but considered to be a reasonable estimate of the amount of damages County will suffer by delay in completion of the Project. The County is entitled to setoff the amount of liquidated damages assessed against any payments otherwise due to Contractor, including, but not limited to, setoff against release of retention. If the total amount of liquidated damages assessed exceeds the amount of unreleased retention, County is entitled to recover the balance from Contractor or its sureties. Use of the Project in whole or in part prior to substantial completion, shall not operate as a waiver of County's right to assess liquidated damages.

4. INDEMNIFICATION. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall provide indemnification and defense of the County as set forth in the General Conditions (see sections 2.05 and 2.06 of the General Conditions) and Section 00 62 10 of the Project Manual.

Responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under the Contract Documents, Contractor shall use counsel reasonably acceptable to the County.

5. COMPENSATION. PREVAILING WAGE. The County shall pay to the Contractor as full compensation for the performance of this Agreement the Contract Price, subject to any additions or deductions as provided in the Contract Documents. All matters of compensation and payment shall be governed by the General Conditions, including but not limited to Article 25 thereof, provided, however that the total compensation to be paid by County to Contractor shall not exceed the Contract Price. The statement of prevailing wages appearing in the General Prevailing Wage Rate Determinations of the Director of the State of California Department of Industrial Relations are incorporated herein by reference. When two rates differ for similar kinds of labor, Contractor shall pay not less than the higher rate. Contractor shall bear all risks of payment or non-payment of prevailing wages under California law, and Contractor hereby agrees to defend, indemnify, and hold the County, its officials, officers, employees, agents and volunteers, free and

harmless from any claim or liability arising out of any failure or alleged failure to comply with the prevailing wage laws.

6. INSURANCE. Contractor shall maintain the insurance required by the General Conditions and the following insurance while performing the work covered by this Agreement. The comprehensive general liability insurance shall include broad form property damage insurance.

(a) Minimum Coverages (as applicable) - Insurance coverage shall be with limits not less than the following:

1. **Commercial General Liability** Occurrence form Insurance policy (ISO CG 00 01 or equivalent) covering all operations by or on behalf of Contractor, including coverage for:

   a) Premises and Operations

   b) Products and completed Operations

   c) Contractual Liability insuring the obligations assumed by Contractor in this agreement or Blanket Contractual Liability Coverage

   d) Broad Form Property Damage (including Completed Operations)

   e) Explosion, Collapse, and Underground Hazards

   f) Personal Injury Liability

   Limits of liability shall be not less than:

   $5,000,000 each occurrence (combined single limit for bodily injury and property damage)

   $5,000,000 for Personal Injury Liability

   $5,000,000 for Products Completed Operations

   $10,000,000 General Aggregate

   If the policy does not have an endorsement providing that the General Aggregate Limit applies separately, or if defense costs are included in the aggregate limits, then the required aggregate limits shall be $10,000,000.

2. **Automobile Liability** – Insurance policy (ISO CA 00 01) covering Bodily Injury, Property Damage and contractual Liability coverage for "Any Auto" which includes coverage for any owned, hired, borrowed and non-owned automobile, trailer, and equipment coverage, with limits no less than $1,000,000 occurrence (per accident for bodily injury and property damage) and $2,000,000 policy aggregate.

3. **Workers' Compensation** – Statutory Limits/**Employers' Liability** – No less than $1,000,000 per accident for bodily injury or disease.

4. **Builder's Risk** – (Course of Construction) insurance utilizing an "All Risk" (Special Perils) coverage form, with limits equal to the completed value of the project and no coinsurance penalty provisions.

5. **Contractor's Pollution Legal Liability Insurance** – Limits of no less than $2,000,000 per occurrence or claim, and $2,000,000 policy aggregate.

(b) The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. . **[NOTE: Evidence of additional insured may be needed as a separate endorsement due to wording on the certificate negating any additional writing in the description box.]** It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

1. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

2. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to

provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy 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 Director (ten (10) days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees, and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

10. The insurer shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

(c) Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

(d) During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

(e) Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the

County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

(f) Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

7. COMPLIANCE WITH LAWS.

(a) Contractor shall comply with all relevant federal, state, and local statutes, regulations, ordinances, rules, orders, and other laws in effect when performing the services required by this Agreement, all as set forth in the General Conditions (including but not limited to Article 20 thereof), and including, but not limited to, the provisions of the California Labor Code and California Public Contract Code that are applicable to this Project.

(b) By its signature hereunder, Contractor further certifies that it is aware of the provisions of Section 3700 of the Labor Code et seq. 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, and CONTRACTOR will comply with such provisions before commencing the performance of the work of this contract.

8. INDEPENDENT CONTRACTOR. While performing the services required by this Agreement for Construction, Contractor shall act as an independent contractor, not as an employee of County, and thus shall be subject to the direction and control of County only for the final result. Contractor shall be solely responsible for paying all required employment taxes and for meeting all employment obligations related to its performance of the services, including but not limited to payment of worker's compensation, liability insurance, social security taxes (i.e., FICA), and tax withholding. Moreover, Contractor shall indemnify, defend (upon County's written request), and protect County from any liability County may incur to federal or state governments for such taxes and obligations. This Agreement does not entitle Contractor or its officers, employees, subcontractors, or agents to vacation pay, sick leave, retirement benefits, disability or unemployment insurance, or employee benefits of any kind from County.

9. INSPECTIONS. All inspections and any remedial action required in response thereto shall be governed by the General Conditions, including but not limited to Article 18 thereof.

10. PERFORMANCE AND PAYMENT BONDS. Within the time set forth in the Proposal

and before performing any services pursuant to this Agreement, Contractor shall provide to County the bonds required by the General Conditions, including but not limited to Article 2 thereof. All other matters relating to bonds shall be governed by the General Conditions.

11. TERM OF AGREEMENT; EARLY TERMINATION. The term and termination of this Agreement shall be governed by the General Conditions, including but not limited to Article 27 thereof.

12. GUARANTY. Guarantees and warranties shall be governed by the General Conditions, including but not limited to Article 26 thereof.

13. AUDIT PROVISIONS. Contractor's records which shall include but not limited to accounting records, subcontract files, correspondence, change order files, and any other supporting evidence necessary to substantiate charges relating to this contact (all the foregoing hereinafter referred to as "records") shall be open to inspection and subject to audit and/or reproduction, during normal working hours, by County's agent or its authorized representative to the extent necessary to adequately permit evaluation and verification of any invoices, payments, or claims submitted by the contractor or any of his payees pursuant to the execution of this Agreement. For the purpose of such audits, inspections, examination, and evaluations, the County's agent or authorized representative shall have access to said records from the effective date of this Agreement, for the duration of the work, and until six years after the date of final payment by County to Contractor pursuant to this Agreement.

14. NONDISCRIMINATION. Contractor certifies that any Work performed or service provided pursuant to this Contract shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Contract, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Contract; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

15. PROCEDURE FOR RESOLVING CLAIMS.

Contractor shall timely comply with any and all requirement of the Contract Documents pertaining to notices and requests for changes to the Contract Time or Contract Price as a prerequisite to filing any claim governed by this Section. The failure to timely submit a notice of delay or notice of change, or to timely request a change to the time for completion or Contractor's compensation, or to timely provide any other notice or request required herein shall constitute a waiver of the right to further pursue the claim under the Contract or at law. This claim resolution procedure shall control over any conflicting claim or dispute resolution procedure in the Contract Documents.

(a) **Intent.** Section 20104 et seq., of the California Public Contract Code prescribes a process utilizing informal conferences, non-binding judicial supervised mediation, and judicial arbitration to resolve disputes on construction claims of $375,000 or less. Section 9204 of the Public Contract Code prescribes a process for negotiation and mediation to resolve disputes on construction claims. The intent of this Section is to implement Sections 20104 et seq. and Section 9204 of the California Public Contract Code. This Section shall be construed to be consistent with all applicable law, including but not limited to these statutes.

(b) **Claims.** For purposes of this Section, "Claim" means a separate demand by the Contractor for:

i. An adjustment to the time for completion including, without limitation, for relief from damages or penalties for delay assessed by the County;
ii. Payment by the County of money or damages arising from Work done by or on behalf of the Contractor pursuant to the Contract, payment for which is not otherwise expressly provided or to which the Contractor is not otherwise entitled; or
iii. An amount the payment of which is disputed by the County.

A "Claim" does not include any demand for payment for which the CONTRACTOR has failed to provide notice, request a Contract Change Order, or otherwise failed to follow any procedures contained in the Contract Documents.

(c) **Filing Claims**. Claims governed by this Section may not be filed unless and until the Contractor completes any and all requirements of the Contract Documents pertaining to notices and requests for changes to the Contract Price or Contract Time, and Contractor's request for a change has been denied in whole or in part. Claims governed by this Section must be filed no later than fourteen (14) days after a request for change has been denied in whole or in part or after any other event giving rise to the Claim. The Claim shall be submitted in writing to the County and shall include on its first page the following words in 16 point capital font: "THIS IS A CLAIM." The Claim shall include all information and documents necessary to substantiate the Claim, including but not limited to those identified below. Nothing in this Section is intended to extend the time limit or supersede notice requirements otherwise provided by Contract Documents. Failure to follow such contractual requirements shall bar any Claims or subsequent proceedings for compensation or payment thereon.

(d) **Documentation.** The Contractor shall submit all Claims in the following format:

i. Summary description of Claim including basis of entitlement, merit and amount of time or money requested, with specific reference to the Contract Documents provisions pursuant to which the Claim is made
ii. List of documents relating to Claim:
    i. Specifications
    ii. Drawings
    iii. Clarifications (Requests for Information)
    iv. Schedules

v. Other

iii. Chronology of events and correspondence

iv. Narrative analysis of Claim merit

v. Analysis of Claim cost, including calculations and supporting documents

vi. Time impact analysis in the form required by the Contract Documents, if the Contract Documents do not require a particular format, CPM format, if an adjustment of the Contract Time is requested

(e) **County's Response.** Upon receipt of a Claim pursuant to this Section, the County shall conduct a reasonable review of the Claim and, within a period not to exceed forty-five (45) days, shall provide the Contractor a written statement identifying what portion of the Claim is disputed and what portion is undisputed. Any payment due on an undisputed portion of the Claim will be processed and made within sixty (60) days after the County issues its written statement.

i. If the County 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 County's governing body does not meet within the forty-five (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 County shall have up to three (3) days following the next duly publicly noticed meeting of the County's governing body after the forty-five (45) day period, or extension, expires to provide the Contractor a written statement identifying the disputed portion and the undisputed portion.

ii. Within thirty (30) days of receipt of a Claim, the County may request in writing additional documentation supporting the Claim or relating to defenses or Claims the County may have against the Contractor. If additional information is thereafter required, it shall be requested and provided pursuant to this subdivision, upon mutual agreement of the County and the Contractor. The County's written response to the Claim, as further documented, shall be submitted to the Contractor within thirty (30) days (if the Claim is less than $50,000, within fifteen (15) days after receipt of the further documentation, or within a period of time no greater than that taken by the Contractor in producing the additional information or requested documentation, whichever is greater.

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

(g) **Mediation.** 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 County shall provide the Contractor a written statement identifying the portion of the Claim that remains in dispute and the portion that is undisputed. Any payment due on an undisputed portion of the Claim shall be processed and made within sixty (60) days after the County 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 County and the Contractor sharing the associated costs equally. The County and Contractor shall mutually agree to a mediator within ten (10) business days after the disputed portion of the Claim has been identified in writing, unless the parties agree to select a mediator at a later time.

i. 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.

ii. 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.

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

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

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

(i) **Civil Actions.** The following procedures are established for all civil actions filed to resolve Claims of $375,000 or less:

i. Within sixty (60) days, but no earlier than thirty (30) days, following the filing or responsive pleadings, the court shall submit the matter to non-binding mediation unless waived by mutual stipulation of both parties or unless mediation was held prior to commencement of the action in accordance with Public Contract Code section 9204 and the terms of this Contract. The mediation process shall provide for the selection within fifteen (15) days by both parties of a disinterested third person as

mediator, shall be commenced within thirty (30) days of the submittal, and shall be concluded within fifteen (15) days from the commencement of the mediation unless a time requirement is extended upon a good cause showing to the court.

ii. If the matter remains in dispute, the case shall be submitted to judicial arbitration pursuant to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, notwithstanding Section 1114.11 of that code. The Civil Discovery Act of 1986 (Article 3 (commencing with Section 2016) of Chapter 3 of Title 3 of Part 4 of the Code of Civil Procedure) shall apply to any proceeding brought under this subdivision consistent with the rules pertaining to judicial arbitration. In addition to Chapter 2.5 (commencing with Section 1141.10) of Title 3 of Part 3 of the Code of Civil Procedure, (A) arbitrators shall, when possible, be experienced in construction law, and (B) any party appealing an arbitration award who does not obtain a more favorable judgment shall, in addition to payment of costs and fees under that chapter, also pay the attorney's fees on appeal of the other party.

(j) Government Code Claim Procedures.

i. This Section does not apply to tort claims and nothing in this Section is intended nor shall be construed to change the time periods for filing tort claims or actions specified by Chapter 1 (commending with Section 900) and Chapter 2 (commencing with Section 910) of Part 3 of Division 3.5 of Title 1 of the Government Code.

ii. In addition to any and all requirements of the C pertaining to Contract Documents notices of and requests for adjustment to the Contract Time, Contract Price, or compensation or payment for extra work, disputed Work, construction claims and/or changed conditions, the Contractor must comply with the claim procedures set forth in Government Code Section 900, et seq. prior to filing any lawsuit against the County.

iii. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to adjustment of the Contract Time or Contract Work for extra work, disputed work, construction claims, and/or changed conditions have been followed by Contractor. If Contractor does not comply with the Government Code claim procedure or the prerequisite contractual requirements, Contractor may not file any action against the County.

iv. **A Government Code claim must be filed no earlier than the date the Project is completed or the date the Contractor last performs work on the Project, whichever occurs first. A Government Code claim shall be inclusive of all unresolved claims known to Contractor or that should reasonably by known to Contractor excepting only new unrelated Claims that arise after the Government Code claim is submitted.**

(k) **Non-Waiver.** The County's failure to respond to a Claim from the Contractor within the time periods described in this Section or to otherwise meet the time requirements of this

Section shall result in the Claim being deemed rejected in its entirety and shall not constitute a waiver of any rights under this Section.

16. MISCELLANEOUS.

(a) Notice. Except as provided in Section 6, all correspondence regarding this Agreement, including invoices, payments, and notices, shall be directed to the following persons at the following addresses and phone number:

County:

Ryan Pistochini
Director, Yolo County General Services Department
120 W. Main St., Suite G
Woodland, CA 95695
Telephone: (530) 666-8888

Contractor:

Pro-Ex Construction, Inc.
David Cherngy, Secretary
3223 Luyung Drive
Rancho Cordova, CA 95742
(916) 970-007

If written, correspondence shall be sent by personal delivery (including overnight delivery service); by U.S. Mail, postage prepaid; or by fax during business hours. Notices must be actually received to be effective.

(b) Time of Essence. Time is of the essence of this Agreement.

(c) Interpretation and Jurisdiction. This Agreement shall be interpreted and applied in accordance with California law. In the event of a dispute between the parties as to the language of this Contract or the construction or meaning of any term hereof, this Contract shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Contract. Any action or proceeding arising out of this Contract shall be filed in a California Superior Court located in Woodland, California.

(d) Waiver. A party's failure to insist on strict performance of this Agreement or to exercise any right or remedy upon breach of this Agreement shall not constitute a waiver of such performance, right, or remedy. No waiver is binding unless set forth in a writing signed by the waiving party.

(e) Assignments and subcontracts. Contractor shall not assign this Agreement. Contractor may subcontract any of the services described in Section 1 (Scope of Work) with County's prior written consent. Contractor shall require each subcontractor to agree in

writing to be bound by Section 4 (Indemnification) and Section 6 (Insurance) of this Agreement. County shall consider all subcontractors to be Contractor's employees, and Contractor shall be responsible for their work.

(f) **Dispute Resolution**. Unless the General Conditions provide otherwise, if the Contract Administrator notifies Contractor that the work or any portion of it is unacceptable, then the Contract Administrator and Contractor shall meet at the Yolo County Office of County Administrator, 625 Court Street #202, Woodland, California, within five (5) days after Contractor receives the notice (excluding Saturdays, Sundays, and County observed holidays) and shall attempt in good faith to resolve their differences. Payment shall not constitute approval or acceptance of any defective work.

(g) **Integration.** This Agreement sets forth the parties' entire understanding regarding the matters set forth in herein. It supersedes all prior Agreements and representations, written and oral, and may be modified only by a written amendment approved by County's Chief Deputy County Administration Officer and signed by County and Contractor.

(h) **Effective date.** This Agreement shall be effective on the last date shown below.

(i) **Public Record.** Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

[*Signatures on Following Page*]

IN WITNESS WHEREOF, the parties have executed this Contract as of the date set forth above.

COUNTY OF YOLO:

By: _____

Ryan Pistochini
Director of General Services

CONTRACTOR:

By:_____

(Signature)

_____
(Print Name & Title),
Pro-Ex Construction, Inc.

_____
(Date)

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By_____
Deputy (Seal)

APPROVED AS TO FORM
Philip J. Pogledich, Yolo County Counsel

By_____
Kimberly E. Hood, Assistant County Counsel

SECTION 00 41 00

Bid Schedule

Health and Human Services Agency, Project Refresh Gonzales Building, 25 N. Cottonwood St., Woodland CA

Contractor / Company: Pro Ex Construction Inc

***All line items on Bid Schedule form must be completed for valid bids.**

Bid Item No.	Description	Unit of Measure	Unit Price	Quantity	Extended Price
FLOORING & BASE BOARDS-SECTION 1					
1	Mobilization	Lump Sum	2,000	1	2,000
2	Demo & Removal	Lump Sum	10,000	1	10,000
3	Material & labor for Carpet	Square Foot	15.00	5771	80,794
4	Material & Labor for Base boards	Square foot	9.00	880	7,920
COST SUBTOTAL FOR FLOORING & BASE BOARDS-SECTION 1					100,714
COST SUBTOTAL FOR FLOORING & BASE BOARDS -Written in Words					
One hundred thousand seven hundred fourteen dollars					
PAINTING-SECTION 2					
1	Mobilization	Lump Sum	2,000	1	2,000
2	Demo & Removal	Lump Sum	2,000	1	2,000
3	Paint & Labor for Walls	Square Feet	3.75	7920	29,700
4	Corner Guards & Labor for Walls	Each	250	9	2,250

6	Chair Rails & Labor for Walls	Feet	33.00	565	18,645
COST SUBTOTAL FOR PAINTING-SECTION 2					54,595
COST SUBTOTAL FOR PAINTING-Written in Words	Fifty four thousand five hundred ninety five dollars				
WINDOW TREATMENTS-FINISHES SECTION 3					
1	Mobilization	Lump sum	2,000	1	2,000
2	Demo & Removal	Lump Sum	5,000	1	5,000
3	Window Treatments & labor	Square Feet	250	204	51,000
COST SUBTOTAL FOR WINDOW TREATMENTS-SECTION 3					58,000
COST SUBTOTAL FOR WINDOW TREATMENTS-Written in Words	Fifty eight thousand dollars				
ELECTRICAL-SECTION 4					
1	Mobilization	Lump sum	1,000	1	1,000
2	Demo & Removal	Lump Sum	500.00	1	500.00
3	Removal of Ceiling fan & install electrical outlet	Each	250	6	1,500
COST SUBTOTAL FOR ELECTRICAL-SECTION 4					3,000
COST SUBTOTAL FOR ELECTRICAL-Written in Words	Three thousand dollars				
BASE BID TOTAL PRICE-$					216,309
BASE BID TOTAL PRICE-Written in Words	Two hundred sixteen thousand three hundred nine dollars				

Company:	Pro-Ex Construction, Inc
By:	Vadim Chernyy
Signature:	
Date:	3/29/2023
Earliest Available Mobilization Date:	TBD

Base Bid Total Price for the Health and Human Services Agency, Project Refresh Gonzales Building

$ 216,309

(written) Two hundred sixteen thousand three hundred nine Dollars

Enclosed find Bidder's Bond, certified check or cashier's check No. BID BOND of the The Ohio Casualty (Company/Bank), for $ 10%.

Dated this 24 day of March, 2022

5. Subcontractors are listed on the attached document 00 43 00, Subcontractors List.

6. The undersigned understands that the County reserves the right to reject this Bid, but that this Bid shall remain open and shall not be withdrawn for a period of one hundred twenty days (120) calendar days from the date prescribed for its opening (to accommodate State financing process).

7. If written notice of the acceptance of this Bid, hereinafter referred to as Notice of Award, is mailed or delivered to the Undersigned within the stipulated time after the date set for the opening of this Bid, or at any other time thereafter before it is withdrawn, the undersigned will execute and deliver the documents required by Document 00 20 00 Instructions to Bidders including, but not limited to, Document 00 52 00 Agreement, Document 00 61 00 Performance Bond, and Document 00 62 00 Payment Bond and Escrow Bid Documents, all within ten (10) calendar days after personal delivery or after receipt in the mails of the Notice of Award.

8. Notice of Award or request for additional information may be addressed to the undersigned at the address set forth below.

9. The undersigned herewith encloses a cash, cashier's check, certified check or corporate surety bond in the amount of ten percent (10%) of the total of Bid Items and made payable to: County of Yolo and is subject to all conditions imposed by law.

10. The undersigned agrees to commence work under this Contract on the date established and to complete all work within the time specified in Document 00 52 00 (Contract).

11. The undersigned agrees that, in accordance with Document 00 70 00 General Conditions liquidated damages for failure to complete all work in the contract within the time specified are as set forth in Document 00 52 00 (Agreement).

12. The undersigned herewith encloses the completed Bidder's Bond – 00 42 00.
13. The undersigned herewith encloses the completed Subcontractors List – 00 43 00.
14. The undersigned herewith encloses the completed Bidder Information Sheet – 00 44 00.
15. The undersigned herewith encloses the completed List of Successful Projects form – 00 45

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-General Government **34.**
Board of Supervisors **Human Resources**
Meeting Date: 06/06/2023
Brief Title: Comprehensive HR Item
From: Alberto Lara, Director of Human Resources, Human Resources
Staff Contact: Renee Croswell, Senior Personnel Analyst, Human Resources, x8064

Subject
Adopt Authorized Position and Salary Resolution to implement changes in the Health & Human Services Agency; and approve an accelerated merit step increase for a Senior Environmental Health Technician in the Department of Community Services and the Assistant County Librarian in the Library. (No general fund impact) (Lara)

Recommended Action

A. Adopt Authorized Position and Salary Resolution to implement changes in Health & Human Services Agency; and

B. Approve an accelerated merit step increase for a Senior Environmental Health Technician in the Department of Community Services from Step 4 to Step 5 for exceptional qualifications, effective June 18, 2023; and the Assistant County Librarian in the Library, from Step 3 to Step 4 for exceptional qualifications, effective June 18, 2023.

Strategic Plan Goal(s)

In Support of All Goals (Internal Departments Only)

- Provision of organizational supports and services
- County operational excellence plan

Fiscal Impact
Department: Health & Human Services Agency
Position(s): HHSA Program Coordinator
Current Year Fiscal Savings: $6,952
Annual Fiscal Savings: $90,376
Source of Funds: State & Federal Funding
Explanation: Deletes one (1) limited term full-time position in the Child, Youth & Family Branch.

Reason for Recommended Action/Background
See Attachment A for changes to the Authorized Position and Salary Resolution.

Human Resources recommends the Board approve the request from the Department of Community Services to grant an accelerated merit step increase to Step 5 for Cassandra Mendoza, upon promotion to the class of Senior Environmental Health Technician, for exceptional qualifications, effective June 18, 2023. The Board of Supervisors may adjust the salary of an incumbent to any step within the salary range in order to correct inequities, reward outstanding achievement and performance, or for other reasons acceptable to the Board. Ms. Mendoza has been working as an Environmental Health Technician for the past nine years and in a lead capacity for the past three years. She plays a key role in training new staff in all areas of the Environmental Health Technician duties. She is extremely knowledgeable and handles the more difficult and complex assignments in the unit. Ms. Mendoza's skill set, knowledge and longevity in the position justify starting her at the highest step. This action will result in a 5% increase for the incumbent.

Human Resources recommends the Board approve the request from the Library to grant an accelerated merit step increase to Step 4 for Dana Christy, upon promotion to the class of Assistant County Librarian, for exceptional qualifications, effective June 18, 2023. The Board of Supervisors may adjust the salary of an incumbent to any step within the salary range in order to correct inequities, reward outstanding achievement and performance, or for other reasons acceptable to the Board. Ms. Christy has over 25 years of supervisory experience, thirteen of which have been in public libraries. She is a talented professional with a commitment to diversity, equity, and inclusion in public service and in staff recruitment and development. Ms. Christy was hired by Yolo County Library in 2010 as Circulation Supervisor and has worked to ensure high levels of customer service and has implemented ways to reduce barriers to service in high-need communities. Because of her extraordinary job performance, she has been promoted several times at Yolo County Library. She was appointed to the Interim Assistant County Librarian in September 2022, and has been indispensable in this role This action will result in a 5% increase for the incumbent.

Collaborations (including Board advisory groups and external partner agencies)

Department of Community Services
Health & Human Services Agency
Library

Attachments

Att. A. Position & Salary Resolution

Form Review

Inbox	Reviewed By	Date
Alberto Lara	Alberto Lara	06/01/2023 08:58 AM
Financial Services	Laura Liddicoet	06/01/2023 09:00 AM
Mark Bryan	Mark Bryan	06/01/2023 09:19 AM
Shapree Butler	Shapree Butler	06/01/2023 09:22 AM
Form Started By: Renee Croswell		Started On: 05/02/2023 08:41 AM
Final Approval Date: 06/01/2023		

Resolution No. _____

Authorized Position and Salary Resolution

The Board of Supervisors hereby approves and authorizes the Chair to sign an amendment to the Authorized Salary and Position Resolution as follows:

Classification Title (Bargaining Unit) **Effective Date**	**FTE**	**Annual Salary Range**	**Support**
Health and Human Services Agency			
Health and Human Services Agency Program Coordinator (U: Supervisory) Position: 2295 June 4, 2023	-1.0	$84,074 - $102,190	Deletes one (1) limited-term full-time position in the Child, Youth & Family branch, as the agency is no longer moving forward with Crisis Care Mobile Units (CCMU). The annual fiscal savings is $90,376.

APPROVED BY THE YOLO COUNTY BOARD OF SUPERVISORS

RESOLUTION NO.: _____ DATE: _____

BY: _____ , CHAIR

ATTEST: JULIE DACHTLER, SENIOR DEPUTY CLERK TO THE BOARD OF SUPERVISORS

BY: _____ , DEPUTY

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 35.
Board of Supervisors **Public Health**

Meeting Date:	06/06/2023
Brief Title:	Agreement with CA Dept of Public Health for CA Nursing Home and Long-Term Care Infrastructure and Preparedness Project
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Brian Vaughn, Public Health Branch Director, Health and Human Services Agency, x8771
Supervisorial District Impact:	Countywide

Subject
Adopt resolution authorizing the Chair to sign State Agreement No. 22-11257 with California Department of Public Health in the amount of $427,605 for the period of May 1, 2023 through May 10, 2024 for the California Nursing Home and Long-Term Care Infrastructure and Preparedness Project. (No general fund impact) (Sullivan)

Recommended Action

A. Adopt resolution authorizing the Chair to sign State Agreement No. 22-11257 with California Department of Public Health in the amount of $427,605 for the period of May 1, 2023 through May 10, 2024 for the provision of CA Nursing Home and Long-Term Care Infrastructure and Preparedness Project;

B. Authorize the Yolo County Procurement Manager, or designee, to execute any non-financial extensions or amendments of the Agreement upon approval as to form by County Counsel; and

C. Authorize the Director of Health and Human Services Agency, or designee, to execute any fiscal and program forms and reports required under this Agreement, including forms and reports required under any extensions or amendments thereto.

Strategic Plan Goal(s)

Thriving Residents

Safe Communities

Reason for Recommended Action/Background
The purpose of this grant is to assist the County with supporting nursing homes (skilled nursing facilities and long-term care facilities) to respond to SARS-CoV-2 infections, and to build and maintain the infection prevention infrastructure necessary to support resident, visitor, and facility healthcare personnel safety. Long-term care facility residents continue to be at highest risk of severe disease and death due to COVID-19, as well as other infectious conditions such as influenza, antibiotic resistant bacteria, and respiratory syncytial virus. This grant will enable the County to maintain and expand the infection control and prevention infrastructure achieved during the COVID-19 pandemic that protects these vulnerable residents.

The grant will build the County's internal infection prevention capacity to provide education, training, and support to skilled nursing facilities and other long-term care facilities. County staff will engage facility leadership and infection preventionists to provide initial and refresher training for facility staff and caregivers on how to conduct and interpret point of care COVID-19 and influenza A/B antigen tests. County staff will also staff and support continued COVID-19 and influenza vaccination and help facilities to enroll in the California Immunization Registry in order to verify resident vaccination statuses.

Performance Measures included in this Agreement are as follows:
Performance Measures are not associated with this Agreement.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.

Competitive Bid Process/Vendor Performance
Not applicable for revenue agreements.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$427,605
Amount budgeted for expenditure	$427,605
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
State Grant	$427,605

Further explanation as needed

No general funds are required by this action. The total amount of this action is $427,605 in revenue for the period of May 1, 2023 through May 10, 2024. The amount of $427,605 is included in the HHSA adopted budget for 2023-24.

Attachments

Att. A. Board Resolution
Att. B. Agreement

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/25/2023 05:49 PM
Financial Services	Matt Robertson	05/26/2023 09:17 AM
County Counsel	Hope Welton	05/26/2023 10:23 AM
Shapree Butler	Shapree Butler	05/26/2023 11:43 AM
Form Started By: Emily Covey		Started On: 05/22/2023 08:08 AM
Final Approval Date: 05/26/2023		

COUNTY OF YOLO, CALIFORNIA
RESOLUTION NO. ___-____

Resolution Authorizing Execution of State Agreement No. 22-11257 with CA Dept of Public Health for the CA Nursing Home and Long-Term Care Infrastructure and Preparedness Project

WHEREAS, the County of Yolo ("County") has been designated to receive $427,605 in grant funding from the California Department of Public Health ("CDPH") to fund the CA Nursing Home and Long-Term Care Infrastructure and Preparedness Project; and

WHEREAS, it appears to be in the best interest of the County, its residents, and its clients to enter into this Agreement;

NOW, THEREFORE, BE IT RESOLVED THAT:

1. The Chair of the Board of Supervisors is approved to execute this Agreement to receive funding in the amount of $427,605 for the period of May 1, 2023 through May 10, 2024.

2. The Yolo County Procurement Manager, or designee, is authorized to execute any non-financial extensions or amendments of the Agreement upon approval as to form by County Counsel.

3. The Director of the Health and Human Services Agency ("HHSA"), or designee, is authorized to execute any fiscal and program reports required under this Agreement, including reports required under any extensions or amendments thereto.

PASSED AND ADOPTED at a regular meeting of the Yolo County Board of Supervisors of the County of Yolo, State of California, this ___ day of June 2023 by the following vote:

AYES:
NOES:
ABSENTIONS:
ABSENT:

_____
Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

Healthcare Associated Infections Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

County of Yolo Health and Human Services Agency, Public Health Branch, hereinafter "Grantee"

Implementing the "California Nursing Home and Long-Term Care Infrastructure and Preparedness Project," hereinafter "Project"

GRANT AGREEMENT NUMBER 22-11257

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code 100375, 100380, and American Rescue Plan Act of 2021, P.L. 117-2.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Grant is to assist recipients with supporting nursing homes (skilled nursing facilities and long-term care facilities) during their response to SARS-CoV-2 infections, and to build and maintain the infection prevention infrastructure necessary to support resident, visitor, and facility healthcare personnel safety. Other infectious diseases and conditions may be reasonably addressed to the extent they are in support of or related to work to control the spread of SARS-CoV-2.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of $427,605.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on May 1, 2023, or upon approval of this grant, and terminates on May 10, 2024. No funds may be requested or invoiced for services performed or costs incurred after May 10, 2024.

PROJECT REPRESENTATIVES. The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: **County of Yolo Health and Human Services Agency, Public Health Branch**
Name: Erin Epson, Medical Director and Chief, Healthcare Associated Infections Program	Name: Brian Vaughn, Public Health Branch Director
Address: 850 Marina Bay Parkway, Bldg E	Address: 137 North Cottonwood

City, ZIP: Richmond, CA 94804	City, ZIP: Woodland, CA 95695

Phone: 510-422-6060	Phone: 530-666-8771
Email: HAIProgram@cdph.ca.gov	E-mail: brian.vaughn@yolocounty.org

Direct all inquiries to the following representatives:

California Department of Public Health, Healthcare Associated Infections Program	**Grantee: County of Yolo Health and Human Services Agency, Public Health Branch**
Attention: Lanette Corona, HAI Operations and Communications Lead	Attention: Betsie Cialino, Infectious Disease Control Manager
Address 850 Marina Bay Parkway, Bldg E	Address: 137 North Cottonwood
City, Zip Richmond, CA 94804	City, Zip: Woodland, CA 95695
510 422 6060	Phone: 530-902-6527
HAIProgram@cdph.ca.gov	E-mail: betsie.cialino@yolocounty.org and HHSAContracts@yolocounty.org

All payments from CDPH to the Grantee; shall be sent to the following address:

Remittance Address
Grantee: County of Yolo Health and Human Services Agency, Public Health Branch
Attention “Cashier”:
Address: PO Box 1268
City, Zip: Woodland, CA 96776
Phone: (530) 666-8530
E-mail: Marcie.azevado@yolocounty.org

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A, GRANT APPLICATION (Attached)

Exhibit A, ATTACHMENT 1 - GRANTEE'S WRITTEN MODIFICATIONS, this document shall supersede the Grant Application which includes the final Scope of Work and Budget Cost Sheet and shall be incorporated by reference or attached hereto.

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS (Attached)

Exhibit C STANDARD GRANT CONDITIONS (Attached)

Exhibit D REQUEST FOR APPLICATION (RFA) (view document at: https://www.cdph.ca.gov/Programs/CHCQ/HAI/Pages/LTC_InfrastructureProject_RFA.aspx Including all the requirements and attachments contained therein)

Exhibit E ADDITIONAL PROVISIONS (Attached)

Exhibit F FEDERAL TERMS AND CONDITIONS (Attached)

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its subgrantee's to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date _____

Oscar E. Villegas, Chair
Board of Supervisors
County of Yolo Health and
Human Services Agency
137 N. Cottonwood
Woodland, CA 95695

Approved as to Form:
Philip J. Pogledich, County Counsel
By: Hope P. Welton
Hope P. Welton, Senior Deputy

Date: _____

Javier Sandoval, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800- 1804
Sacramento, CA 95899-7377

Exhibit A, Attachment 1
Final Scope of Work

1. Service Overview

Grantee agrees to complete the Scope of Work described herein.

The purpose of this project is to support skilled nursing facilities, nursing homes, and other long-term care facilities during their response to SARS-CoV-2 infections, and to build and maintain the infection prevention infrastructure necessary to support resident, visitor, and healthcare personnel safety. Other infectious diseases and conditions may be reasonably addressed to the extent they are in support of or related to work to control the spread of SARS-CoV-2.

2. Service Location

The services shall be performed at the locations specified in the Scope of Work.

3. Service Hours

The Grantee will be available during the hours of 8:00 a.m. to 5:00 p.m., Monday through Friday, except official holidays, and activities will be conducted in accordance with the Scope of Work.

4. The strategy numbers identified in the agreement are not listed in sequential order because each number represents only those specific strategies applicable to the activities to be conducted in the Scope of Work.

5. See the following pages for a detailed description of the Scope of Work to be performed.

Infection Prevention and Control Training, Assessment and Support

Strategy 1: Local health department expands own infection prevention capacity to provide infection prevention education, training, and support to skilled nursing and other long-term care facilities in their jurisdiction. Include active outreach and ongoing engagement of facility leadership, and provision of on-site infection prevention program assessments and support outside the context of active outbreak response (e.g., "pre-emptive" assessments in facilities at high risk of outbreaks, or to ensure gaps addressed following an outbreak).

Activity #	Activity *Include specifics, such as numbers, locations, how to be accomplished, outputs*	Person Responsible *Include Title*	Tracking Measure *Proof of execution if requested*	Anticipated Completion *Month/Year*
1.1	Develop and implement plan to expand capacity to provide infection prevention support to facilities during outbreaks	Ada Barros, Outbreaks Lead	Written plan	August 2023
1.2	Train three Outbreak Investigators in COVID infection prevention through online trainings and in-house training provided by Public Health Nurse	Ada Barros, Outbreaks Lead, Xee Moua PHN	Training curriculum Attendees' logs	September 2023
1.3	Provide IP support, virtual and in-person as needed, to all facilities experiencing COVID-19, influenza, and other communicable disease outbreaks	Etheljean Tugadi, Edgar Rugamas-Castro Outbreak Investigators, Xee Moua PHN, Justin Olvera Administrative Services Analyst	Calendar of visits Summary of recommendations Outbreak report	May 2024
1.4	Collaborate with LTCFs to update or develop, and implement their plans to improve facility infection prevention practices and capacity	Ada Barros, Outbreaks Lead	Written plan	November 2023
1.5	Identify facilities with above average infectious disease outbreaks/case numbers by reviewing local data	TBD, Administrative Services Analyst	Priority facility list	August 2023
1.6	Provide pre-emptive infection prevention assessments to identified high-risk facilities using the CDC's Infection Control Assessment and Response (ICAR) tool	Ada Barros, Outbreaks Lead, Xee Moua PHN	Assessment tool Summary of recommendations	May 2024
1.7	Update and enhance policy and procedure tools for outbreak investigations for pathogens most common in Yolo LTCFs: COVID, influenza, scabies, and CRAB	Ada Barros, Outbreaks Lead, Justin Olvera Administrative Services Analyst	Adopted P/P	December 2023
1.8	Develop a simple training for onboarding new staff to routine policies and procedures for identifying, investigating, and escalating outbreaks in LTCFs	Ada Barros, Outbreaks Lead	Training materials	December 2023

1.9	[Add process or outcome measure(s) or how you will evaluate impact] **Output measure 1:** Three staff trained on infection prevention **Measure 1.a:** All facilities experiencing outbreaks that request IP support receiving support from trained staff	TBD, Administrative Services Analyst	Staff training logs, Outbreak Exposure Events in CalCONNECT	May 2024
1.10	**Output measure 2:** Facilities at highest risk of outbreaks identified **Measure 2.a:** Pre-emptive on-site assessments completed with at least 10 facilities	TBD, Administrative Services Analyst	Site assessments List of LTCFs	May 2024

Testing to Detect Pathogens and Guide Infection Prevention and Control Activities

Strategy 3: Engage facility leadership and infection preventionists to provide initial and refresher training of facility staff and caregivers on how to conduct and interpret point of care antigen tests for COVID-19 and influenza A/B. Training should include how to appropriately collect anterior nasal specimens, how to conduct the test, and how to read the results. The training could also include how to set up onsite staff and visitor testing, when to send a confirmatory molecular test, and how to use and interpret antigen tests during response testing.

Activity #	Activity *Include specifics, such as numbers, locations, how to be accomplished, outputs*	Person Responsible *Include Title*	Tracking Measure *Proof of execution if requested*	Anticipated Completion *Month/Year*
3.1	Develop plan to engage facility leadership and infection preventionists to provide initial and refresher training of facility staff and caregivers on how to conduct and interpret point of care antigen tests for COVID-19 and influenza A/B.	Kellymarie Chen, Primary Prevention Lead	Written plan	August 2023
3.2	Provide train-the trainer to facility leadership and health staff on proper use of point of care antigen test kits at 10 or more facilities, which will include anterior nasal specimen collection, how to conduct the test, how to read results, how to set up on-site staff and visitor testing, when to send a confirmatory PCR test, and how to use and interpret antigen tests during response testing	TBD, Outreach Specialist II Primary Prevention	List of facilities and leaders trained Training materials	May 2024
3.3	Review local training logs that track which facilities have received point-of-care test training in the past three years [clarify] to identify facilities in need of refresher training	TBD, Outreach Specialist II Primary Prevention	Training logs	August 2023
3.4	Provide facilities with antigen test kits for first round of response-driven testing when facility supply is insufficient	TBD, Outreach Specialist II Primary Prevention	Test kit distribution logs	Ongoing – May 2024
3.5	Develop and track process measure to assess that facilities are equipped to properly use point of care tests to detect pathogens	TBD, Administrative Services Analyst, Robert Herrick	Process measure developed Tracking tool developed	August 2023

		PH Epidemiologist		
3.6	Develop and track process measure to assess that facilities are able to rapidly test residents when infection is suspected	TBD, Administrative Services Analyst, Robert Herrick PH Epidemiologist	Process measure developed Tracking tool developed	August 2023
3.7	Develop and track process measure to assess that all facilities have adequate units of free test kits to support testing of symptomatic and exposed residents	TBD, Administrative Services Analyst, Robert Herrick PH Epidemiologist	Process measure developed Tracking tool developed	August 2023

Technology, Staffing, Supplies to Support Vaccination

Strategy 4: Staff and support of COVID19 vaccination teams for on-site clinics at long-term care facilities, especially adult and senior residential facilities (also commonly referred to as assisted living facilities)

Activity #	Activity *Include specifics, such as numbers, locations, how to be accomplished, outputs*	Person Responsible *Include Title*	Tracking Measure *Proof of execution if requested*	Anticipated Completion *Month/Year*
4.1	Staff and support a COVID-19 and influenza vaccination teams for on-site clinics at long-term care facilities, especially adult and senior residential facilities, as long as state-supplied vaccine doses are available	Oscar Velasco Vaccine Lead	Org chart	Ongoing - May 2024
4.2	Identify facilities with lowest vaccination coverage by reviewing resident lists and comparing to state vaccine registries	Robert Herrick PH Epidemiologist	List of vaccination coverage by facility	October 2023
4.3	Hold on-site COVID-19 and influenza (as available) clinics at 5 or more facilities with lowest vaccination rates, as long as state-supplied vaccine doses are available	Oscar Velasco Vaccine Lead	MyTurn reports, local Vaccine Clinic tracker	Ongoing – May 2024
4.4	Develop and track process measure to assess LTCF baseline and post-intervention vaccination rates, with goal of 20% increase	TBD, Administrative Services Analyst, Robert Herrick PH Epidemiologist	Process measure developed, post-assessment	August 2023

Strategy 5: Support facility staff to create and maintain facility plans on accessing vaccine resources (seasonal flu vaccine, COVID vaccine, etc.)

Activity #	Activity *Include specifics, such as numbers, locations, how to be accomplished, outputs*	Person Responsible *Include Title*	Tracking Measure *Proof of execution if requested*	Anticipated Completion *Month/Year*
5.1	Support facility staff to create and maintain facility plans for accessing vaccine resources by providing example plans, reviewing and providing feedback on plans as requested by facilities	Oscar Velasco Vaccine Lead	Summary of vaccine access plan feedback	May 2024
5.2	Develop and track outcome measure to assess the number of LTCFs with a facility plan for accessing vaccine resources	Oscar Velasco Vaccine Lead, TBD Outreach Specialist	List of facilities with plans	August 2023

Strategy 6: Support LTCFs to enroll in and use the California Immunization Registry (CAIR) to share vaccine information.

Activity #	Activity *Include specifics, such as numbers, locations, how to be accomplished, outputs*	Person Responsible *Include Title*	Tracking Measure *Proof of execution if requested*	Anticipated Completion *Month/Year*
6.1	Develop a plan to support long-term care facilities to enroll in and use the California Immunization Registry (CAIR)	Oscar Velasco Vaccine Lead	Plan completed	September 2023
6.2	Identify facilities currently not enrolled in CAIR by reviewing CAIR	TBD, Administrative Services Analyst	List of facilities not enrolled in CAIR	September 2023
6.3	Create CAIR training tailored for Yolo facilities	Oscar Velasco Vaccine Lead, Patricia Guzman Outreach Specialist II Vaccines	Training materials	November 2023
6.4	Provide in-person or virtual training to facility staff in 10 or more LTCFs	Patricia Guzman Outreach Specialist II Vaccines	Training schedule Attendee list	May 2024
6.5	Track number of facilities enrolled in CAIR pre- and post-training	TBD Outreach Specialist II	List of facilities not enrolled in CAIR before and after intervention	May 2024

Ventilation and Respiratory Protection and Healthcare Personnel Safety

Strategy 12: Expand the capacity to provide train-the-trainer respiratory protection fit test training to skilled nursing facilities and other long-term care facilities through active outreach and ongoing engagement of facility leadership and encouraging (or assisting to establish) fully Cal/OSHA compliant respiratory protection programs within facilities, including written programs, training, fit testing, respirator selection, etc.

Activity #	Activity *Include specifics, such as numbers, locations, how to be accomplished, outputs*	Person Responsible *Include Title*	Tracking Measure *Proof of execution if requested*	Anticipated Completion *Month/Year*
12.1	Develop and implement plan to retain capacity for respiratory protection fit testing training and train facility leadership and staff.	Etheljean Tugadi, Edgar Rugamas-Castro Outbreak Investigators	Plan completed	May 2024
12.2	Provide train-the-trainer fit test training or refresher training to leadership in 18 facilities in HPI Q1 and Q2 quartiles	Etheljean Tugadi, Edgar Rugamas-Castro Outbreak Investigators	Training material Leader attendees' logs	May 2024
12.3	Survey LTCFs in Yolo County to identify facilities in need of fit-test training or refresher training	Etheljean Tugadi, Edgar Rugamas-Castro Outbreak Investigators	Survey completed	December 2023
12.4	Review current locally-developed fit test training curriculum and make updates as needed	Xee Moua PHN	Training curriculum	December 2023
12.5	Train 3 or more Public Health staff to conduct train-the-trainer	Xee Moua PHN	Staff training logs	December 2023
12.6	Develop and implement a tool to assess the effectiveness of fit test train-the-trainer on proper N95 mask fit among facility staff	Ada Barros Program Coordinator	Assessment tool	May 2024
12.7	Track impact of these activities by measuring 2022 versus 2023 incidences of respiratory outbreaks in Yolo LTCFs	TBD, Administrative Services Analyst, Robert Herrick PH Epidemiologist	Analysis	May 2024

Attachment A
Applicant Information

20-10924
California Nursing Home and Long-Term Care Infrastructure and Preparedness Project | 2022-2024

Name of Organization:	Yolo County Health and Human Services, Public Health Branch
Contact Person (Name and Title):	Betsie Cialino, Infectious Disease Control Manager
Topic Area:	Infection Prevention and Control Training, Assessment, and Support; Testing to Detect Pathogens and Guide IP and Control Activities; Technology, Staffing and Supplies to Support Vaccination, Ventilation and Respiratory Protection and Healthcare Personnel Safety
Amount Requested:	$427,605
Mailing Address, City, State, Zip	137 North Cottonwood, Woodland, CA 95695
Phone Number:	530-902-6527
Tax ID Number:	94-6000548
E-mail Address:	betsie.cialino@yolocounty.org
If your organization uses a fiscal agent to administer funds please list the agencies name and mailing address here:	
Physical Address (If different from mailing address):	
Organization Mission Statement:	Health and Human Services Agency Mission: Promote a healthy, safe, and economically stable community.

Attachment B
Application Narrative – Yolo County

Problem and Needs

Residents of long-term care facilities continue to be at highest risk of severe disease and death due to COVID-19. In Yolo County, our data show that residents of long-term care facilities (LTCFs), including skilled nursing facilities (SNFs), were 2.6 times more likely to be infected with COVID, 4.0 times more likely to be reinfected , 1.2 times more likely to be hospitalized due to COVID, and 3.1 times more likely to die from COVID than community residents, after adjusting for age, sex, race/ethnicity, city of residence, vaccination status, and comorbidities. 31% (136/437) of COVID-associated deaths in Yolo County to date were among residents of an LTCF. Of the 44 LTCFs in Yolo, 43% (18) are in Healthy Places Index (HPI) Quartile 1 or 2 census tracts, including 67% of SNFs (4/6), 43% of immediate care facility campuses (3/7), and the only congregate living health facility. Of assisted living facilities 35% are in HPI Q1 or Q2 tracts (7/20) and 40% of adult residential facilities (4/10). Our data also indicate that 65% (24/37) of COVID-19 outbreaks in 2022 occurred in Q1 and Q2 facilities, demonstrating that LTCFs in lower HPI census tracts are disproportionately impacted by COVID-19 outbreaks.

The risk of severe illness and death due to COVID-19 are higher among persons not up-to-date with COVID-19 vaccination. According to our most recent local data, 91% of LTCF residents are not up-to-date with vaccination. Additionally, we track the number of positive LTCF residents receiving COVID-19 therapeutics as part of our outbreak investigations and have found that only 23% of positive residents are receiving therapeutics**.**

Current funding limitations and staff capacity limit Yolo County Health and Human Services Agency's Public Health Branch (YCPH) work with LTCF to reactive outbreak response, rather than proactive collaboration with LTCFs on outbreak prevention. In addition, many facilities do not have the ability to verify vaccination status for their residents and are not enrolled in California Immunization Registry (CAIR). Facilities also struggle to compile and provide relevant case information, such as demographic information and previous medical history, to YCPH during outbreaks, often due to high staff turnover.

With COVID-19 continuing to threaten the health and well-being of high-risk LTCF residents, and current fund sources on track to be spent by mid-2023, additional funding would enable YCPH to retain and expand its capacity to prevent and control outbreaks of COVID-19 and other infectious diseases among this vulnerable population.

Target Audience and Geographic Area

There are 38 LTCFs in Yolo County, including 6 SNFs, 20 assisted living facilities, 10 adult residential facilities, 1 congregate living health facility, and 1 intermediate care facility with seven separate campuses. These facilities range in bed capacity from 6 to 174 residents, with a total of 2,163 LTCF residents countywide. Geographically, facilities tend to be in cities and towns. As described above, 43% of LTCFs are located in HPI Q1 or Q2 census tracts. YCPH will focus its activities on LTCFs in these census tracts, facilities with the lowest vaccination rates,

and facilities with above average occurrence of outbreaks.

Description of Specific Activities, Collaborations, and Outcomes

If awarded, YCPH will:

Retain and expand internal infection prevention (IP) and control capacity so that YCPH can provide facilities with IP education, training, and support. YCPH will continue its current efforts to provide IP support as part of outbreak investigations, particularly large, rapidly growing, and persistent outbreaks, and educating LTCFs on COVID therapeutics to reduce mortality. YCPH will expand into the area of preventing future outbreaks by analyzing outbreak trends and training current Outbreak Investigators in infection prevention basics so they can proactively engage the four SNFs in HPI Q1 and Q2 tracts, and at least six facilities with above average numbers of outbreaks in IP training and conduct on-site IP program assessments during non-outbreak periods.

In addition to continuing to foster trusting working relationships with key staff at LTCFs, YCPH proposes to solidify policies and procedures by developing a simple onboarding for new internal and facility staff, to institutionalize partnerships and ensure that the infrastructure built through COVID is sustained.

Retain COVID-19 and influenza A/B test kit training for LTCF staff using a train-the-trainer approach, along with fulfillment of test kit requests for routine and response-driven testing. YCPH will continue to provide initial and refresher training to facilities using a train-the-trainer model, including how to collect anterior nasal specimens, how to properly use various test kits, and how to read results. YCPH will continue to maintain training logs to track which facilities and which staff have received training. Testing support to facilities will continue to include: guidance on how to set up onsite testing for staff and visitors, verification of facility testing plans, reporting support, and support to safely conduct response testing. The same team will continue to fulfill resource requests for COVID and COVID/flu combination test kits.

Retain and expand COVID-19 vaccination support to LTCFs. YCPH will continue to hold on-site clinics and as well as assist facilities to partner with retail pharmacies to conduct on-site clinics as appropriate and available.

Expand the vaccine team's scope to include supporting facility staff to create and maintain their facility's plans for accessing vaccine resources, including COVID-19 and influenza vaccines.

Expand the vaccine team's scope to train LTCF staff to enroll in and use CAIR. This will enable YCPH and individual facility staff to better track vaccine rates at facilities, and therefore more accurately identify facilities that would benefit from vaccine education and on-site vaccine clinics, and to identify individual residents needing vaccination.

Retain capacity for respiratory protection fit test training to facility leadership and staff so that they can in turn fit test facility staff.

Outcomes Evaluation

YCPH will also retain capacity to generate a monthly data report of all COVID-19 outbreaks in LTCFs. This report is used to routinely monitor progress towards our goal of reducing COVID-19 deaths and severe illness among facility residents, as well as track progress towards increasing vaccination rates, the proportion of eligible residents who receive COVID treatment, and monitor any changes in the frequency and size of outbreaks. We will combine our data report review with a monthly workplan review and incorporate output monitoring (measures described in the accompanying Workplan). The anticipated impact of these activities are: fewer LTCF residents hospitalized and fewer deaths due to COVID, as a result of improved infection prevention measures, sustained testing capacity, higher vaccination rates, and better respiratory protection among staff.

Organizational Capacity

YCPH has heavily invested COVID-19 emergency response funding into building teams capable of tracking, responding to, and preventing outbreaks in congregate settings. In 2021, YCPH established an LTCF Outbreak Team dedicated to investigating outbreaks in LTCFs and other congregate settings. This team supports facilities to report and track outbreaks, links facilities to infection prevention support, provides education and training to facility staff, and facilitates communication with the County Health Officer. The team is supported by the YCPH Epidemiology and Data Unit (EDU), which generates a monthly internal report of COVID-19 outbreaks in Yolo County LTCFs and ensures data consistency and quality. The LTCF Outbreak Team, EDU and the Health Officer meet weekly to identify trends, highlight potential issues at individual facilities, and inform where technical assistance is needed.

The LTCF Outbreak Team began cross-training to investigate outbreaks of other infectious diseases (e.g., influenza, RSV, scabies, CRAB) in December 2022. A Public Health Nurse with 5.5 years of experience in Infection Prevention and who will be pursuing a Certification in Infection Control in 2023 provides technical support. These staff have built trusting relationships with facility leadership, Infection Preventionists, and other key points of contact at LTCFs.

YCPH has also retained a COVID-19 testing program in coordination with the Yolo County Medical/Health Operational Area Coordinator (MHOAC) to provide antigen test kits and COVID + influenza A/B tests to facilities. Staff on this team provide training to facility staff on how to properly conduct tests, read, and report results, and fill resources requests for test kits and PPE.

YCPH's COVID-19 Vaccine team prioritizes vaccinating residents of SNFs and long-term care facilities, both through redistribution of vaccines and by directly providing vaccine clinics. Lastly, YCPH's routine Immunization team and the EDU are well-versed in using CAIR. These teams will identify facilities not enrolled in CAIR and develop a CAIR training for Vaccine staff to deliver to facilities.

Amount of Request

Yolo County is requesting $427,605

Attachment C
Workplan Template

To submit the Workplan to address California Nursing Home and Long-Term Care Facility Infrastructure and Preparedness, please complete both sections 1 and 2.

SECTION 1
Indicate below with which of the following strategies your application's intervention aligns. You may select more than one if applicable.

Infection Prevention and Control Training, Assessment and Support

☒Application from local health department to expand own infection prevention capacity or collaborate with local partners (e.g., academic centers, professional organizations) to provide infection prevention education, training, and support to skilled nursing and other long-term care facilities in their jurisdiction. Strong applications will include active outreach and ongoing engagement of facility leadership, and provision of on-site infection prevention program assessments and support outside the context of active outbreak response (e.g., "pre-emptive" assessments in facilities at high risk of outbreaks, or to ensure gaps addressed following an outbreak.

☐ Application from academic center or professional organization with expertise in care for persons with dementia and other behavioral conditions (e.g., substance abuse disorder, brain injury) to develop and evaluate training and implementation of strategies to improve infection control practices for individuals with dementia and other behavioral conditions in congregate living to prevent transmission of SARS-CoV-2. Strong applications will include description of evidence-based practices and metrics for successful training and implementation.

Testing to Detect Pathogens and Guide Infection Prevention and Control Activities

☒ Application to engage facility leadership and infection preventionists to provide initial and refresher training of facility staff and caregivers on how to conduct and interpret point of care antigen tests for COVID-19 and influenza A/B. Training should include how to appropriately collect anterior nasal specimens, how to conduct the test, and how to read the results. The training could also include how to set up onsite staff and visitor testing, when to send a confirmatory molecular test, and how to use and interpret antigen tests during response testing.

Technology, Staffing, Supplies to Support Vaccination

☒ Application for staffing and support of COVID-19 vaccination teams for on-site clinics at long-term care facilities, especially adult and senior residential facilities (also commonly referred to as assisted living facilities)

☐ Application for funding renovations from organizations representing skilled nursing facilities and LTC facilities to create permanent and temporary airborne infection isolation rooms and areas in their facilities in compliance with requirements of HCAI, including

portable air cleaners or other equipment. Strong applications would build capacity for providing airborne infection isolation across the region and state.

☒ Application to support facility staff to create and maintain facility plans on accessing vaccine resources (seasonal flu vaccine, COVID vaccine, etc.)

☒ Application to support LTCFs to enroll in and use the California Immunization Registry (CAIR) to share vaccine information – please also see Technology to Enhance Surveillance and Reporting section below about general electronic health record systems.

Technology to Enhance Surveillance and Reporting

☐ Application from individual, group, or corporate nursing homes and other long-term care facilities in coordination with LHDs to upgrade electronic health records system. This would include purchasing software, encouraging interoperability, and linking with Health Information Exchanges.

Emergency Preparedness for Personal Protective Equipment and Supplies

☐ Application to engage facility leadership and infection preventionists to implement strategies for maintaining adequate Personal Protective Equipment (PPE) supply and storage.

☐ Application to support facility staff to create and maintain facility emergency plans and engage in local jurisdiction planning efforts.

☐ Application to support facility staff to create, test, and evaluate a facility-level and/or organization-level continuity of operations plan.

☐ Application related to surge staffing, including efficiency protocols, standard operating procedures, and procurement efforts

Ventilation and Respiratory Protection and Healthcare Personnel Safety

☒ Application from local health department, industrial hygiene firms/professional, academic institution, etc., to expand the capacity to provide train-the-trainer respiratory protection fit test training to skilled nursing facilities and other long-term care facilities in the jurisdiction. Strong applications will include active outreach and ongoing engagement of facility leadership in encouraging fully Cal/OSHA compliant respiratory protection programs within facilities.

☐ Applications from industrial hygiene firms/professionals to assist individual facilities with the establishment of Cal/OSHA compliant respiratory protection programs including written programs, training, fit testing, respirator selection, etc.

☐ Application from HCAI, or academic or professional organizations, to set up a demonstration project in one or more skilled nursing facilities and LTC Facilities that demonstrates how facility engineers can add rooms and areas to temporarily and effectively

isolate patients having, or suspected of having, an aerosol transmissible disease. The demonstration project would have rooms and areas that could be converted to isolation rooms to demonstrate how facility ventilation and portable ventilation devices are effectively and safely used to prevent transmission to other patients and staff outside the isolation room/area. A written document would be prepared that describes the results of the demonstration project.

☐ Application from qualified industrial hygiene and/or ventilation firms/professionals for onsite services to facilities to evaluate existing ventilation systems, make recommendations for ventilation-related improvements to improve indoor air quality and reduce COVID transmission risk, and guide facilities through implementation of improvements.

☐ Application from qualified professionals (consultants, specialists) to evaluate, train, and communicate aspects and management of fatigue and support facility healthcare personnel safety. Should include elements of shift work, shift rotation, shift duration; sleep practices; dietary factors; commute times; circadian rhythms, etc. This can be a critical and integral component of effective COVID-19 risk management as it relates to addressing aspects of fatigue such as relaxation of standards of practice (such as disinfecting/cleaning); validating control measures such as proper operation and maintenance of ventilation systems; relaxation of use of proper personal protective equipment; poor decision making due to diminished alertness; absence from work due to fatigue; etc.

SECTION 2

Based on the specific strategy (or strategies) indicated in Section 1, please describe in detail the proposed intervention, activities, and timeline.

Yolo County - Attachment C Workplan

Strategy 1	Infection Prevention and Control Training, Assessment and Support
Description:	Expand internal infection prevention capacity to provide infection prevention education, training, and support to skilled nursing and other long-term care facilities in Yolo County

Known Gaps:	Funding for current efforts will be depleted by mid 2023, current infection prevention capacity is limited to response rather than preparation and planning

Classify Activity:	Retain + Expand

Outcomes:	1 Retain ability to control and slow the spread of COVID-19 and other infectious diseases during outbreaks through enhanced outbreak investigation 2 Expand ability to prevent future outbreaks by improving infection prevention during non-outbreak periods

Activities		Estimated Start Date	Estimated Completion
1.1.	Expand capacity to provide infection prevention support to facilities during outbreaks	Q1	Q4
1.1.a.	Train Outbreak Investigators in infection prevention	Q1	Q1
1.1.b.	Provide IP support to all facilities experiencing outbreaks	Q2	Q4
1.2.	Improve facility infection prevention practices and capacity	Q1	Q4
1.2.a.	Identify facilities with above average outbreaks/case numbers	Q1	Q1
1.2.b.	Provide pre-emptive infection prevention assessments to high-risk facilities	Q2	Q2
1.3.	Update and enhance policy and procedure tools for outbreak investigations	Q2	Q2
1.3.a	Develop a simple training for onboarding new staff to routine policies and procedures	Q2	Q2

Outputs from the planned activities	
1.	*Three YCPH staff trained on infection prevention*
1.a.	*All facility-based outbreaks provided IP support*
2.	*Facilities at highest risk of outbreaks identified*
2.a	*Pre-emptive, on-site IP assessments provided to at least 10 facilities*

Strategy 2	Testing to Detect Pathogens and Guide Infection Prevention and Control Activities
Description:	Engage facility leadership and infection preventionists to provide initial and refresher training of facility staff and caregivers on how to conduct and interpret point of care antigen tests for COVID-19 and influenza A/B.

Known Gaps:	Current capacity to support testing in facilities is set to expire in 2024

Classify Activity:	Retain

Outcomes:	1 Facilities are equipped to properly use point of care tests to detect pathogens 2 Facilities are able to rapidly test residents when infection is suspected

Activities		Estimated Start Date	Estimated Completion
2.1.	Provide training of trainers to facility leadership and health staff on proper use of point of care antigen test kits	Q1	Q4
2.1.a.	Review training logs to identify facilities in need of refresher training	Q1	Q4
2.1.b	Conduct training of trainers on test kit use	Q1	Q4
2.2.	Provide facilities with test kits for response-driven testing	Q1	Q4

Outputs from the planned activities	
1.	*Facility leadership trained on how to train staff on test kit use (at least 10 facilities)*
2.	*All facilities have adequate units of free test kits to support testing of symptomatic and exposed residents*

Strategy 3	Technology, Staffing, Supplies to Support Vaccination
Description:	Staffing and support for COVID-19 vaccination teams for on-site clinics at long-term care facilities, especially adult and senior residential facilities.

Known Gaps:	Current vaccination staffing set to expire in 2024, little capacity to train facilities on use of CAIR

Classify Activity:	Retain + Expand

Outcomes:	1 LTCF resident vaccination rates increase by 20% (overall average across facilities) 2 The number of facilities entering vaccine data into CAIR increases by 20%

Activities		Estimated Start Date	Estimated Completion
3.1.	Hold on-site COVID-19 vaccine clinics	Q1	Q4
1.a	Identify facilities with lowest vaccination coverage	Q1	Q1
1.b.	Hold on-site COVID-19 and influenza (as available) clinics	Q1	Q4
3.2.	Support facility staff to create and maintain facility plans for accessing vaccine resources	Q1	Q4
3.3.	Support long-term care facilities to enroll in and use the California Immunization Registry (CAIR)	Q2	Q4
3.3.a.	Identify facilities currently not enrolled in CAIR	Q2	Q2
3.3.b.	Create CAIR training tailored for Yolo facilities	Q2	Q2
3.3.c.	Provide in-person or virtual training to facility staff	Q2	Q4

Outputs from the planned activities	
1.	*Vaccine clinics held at facilities with lowest vaccination rates (at least 5)*
2.	*Plans for accessing vaccine of the 10 facilities with lowest vaccination rates reviewed and*
3.	*Facilities enrolled in and trained to use CAIR (at least 10)*

Strategy 4	Ventilation and Respiratory Protection and Healthcare Personnel Safety
Description:	Retain capacity for respiratory protection fit testing training and train facility leadership and staff.

Known Gaps:	Current activities set to expire in 2024

Classify Activity:	Retain

Outcomes:	1 Limit the spread of respiratory illness within facilities, particularly from residents to staff

Activities		Estimated Start Date	Estimated Completion
4.1	Provide train-the-trainer fit test training or refresher training to facility leadership for 18 facilities in HPI Q1 and Q2 quartiles	Q1	Q4
4.1.a	Identify facilities in need of fit-test training or refresher training	Q1	Q1
4.1.b.	Review current fit test training curriculum and make updates as needed	Q1	Q1
4.1.c.	Train 3 Public Health staff to conduct train-the-trainer	Q1	Q1
4.1.d.	Conduct fit test train-the-trainer fit test training to facility staff	Q2	Q4

Outputs from the planned activities	
1.	*Three additional Public Health staff trained to conduct train-the-trainer fit test training*
2.	*Facilities trained to conduct fit test training (at least 18)*

Attachment D
Budget

CALIFORNIA DEPARTMENT OF PUBLIC HEALTH
YOLO COUNTY California Nursing Home and Long-Term Care Facility Infrastructure and Preparedness
May 1, 2023 - May 10, 2024
YEAR 1 PROJECTED EXPENDITURES

PERSONAL SERVICES:						
	Percentage	**Monthly**	**No. of**	**Approved**		**Projected**
Classification Title	**of Effort**	**Salary**	**Months**	**Budget**		**Expenditures**
Outreach Specialist II, Outbreak Investigator - L. Ramirez	70%	$5,787	12	$48,607		$48,607
Outreach Specialist II, Outbreak Investigator - E. Tugadi	70%	$5,723	12	$48,073		$48,073
Outreach Specialist II, Primary Prevention - TBD	8%	$5,403	12	$5,187		$5,187
Outreach Specialist II, Vaccines - P. Guzman	8%	$5,519	12	$5,299		$5,299
Public Health Nurse - X. Moua	10%	$9,975	12	$11,970		$11,970
Public Health Epidemiologist - R. Herrick	2%	$9,052	12	$2,172		$2,172
Administrative Services Analyst, Epi/Data - TBD	20%	$6,741	12	$16,178		$16,178
Senior Administrative Services Analyst, Vaccine Lead - O. Velasco	10%	$7,907	6	$4,744		$4,744
Senior Administrative Services Analyst, Outbreaks Lead - TBD	65%	$7,724	12	$60,245		$60,245
						$0.00
						$0.00
						$0.00
FTEs	2.63					
A. Personnel				$202,475	$0.00	$202,475
B. Fringe Benefits @ 65%				$131,609	$0.00	$131,609
Total, Personal Services				$334,084	$0.00	$334,084
OPERATING EXPENSES:						
C. Travel (see breakdown below)				$2,000		
D. Equipment						
E. Supplies (antigen test kits, training material printing)				$8,000		
F. Contractual Services (see breakdown below)				$0		
G. Construction						
H. Other (see breakdown below)				$0		
I. Total Direct Charges				$344,084	$0	$344,084
J. Indirect Costs @ 25%				$83,521	$0.00	$83,521
K. Totals				$427,605	$0.00	$427,605
C. Travel						
In-state: gas and mileage to and from LTCFs for test kit delivery and in person training Out of State must have prior approval				$2,000		
				$2,000	$0	$2,000.00
F. Contractual Services						
H. Other:						
				$0.00	$0.00	$0.00

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A Grant Application/Attachment 1 Grantee Written Modification, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the total amount of this agreement.

B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than monthly in arrears to:

CHCQinvoice@cdph.ca.gov and HAIProgram@cdph.ca.gov

C. Invoices shall:

1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A Grant Application under this Grant.
2) Bear the Grantee's name as shown on the Grant.
3) Identify the billing and/or performance period covered by the invoice.
4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

D. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

Exhibit B
Budget Detail and Payment Provisions

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than thirty (30) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program grant manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.

B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (Cal HR). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

6. Restrictions on the Use of Federal Block Grant Funds

Pursuant to 42 U.S.C. Section 704, Grantee shall not use funds provided by the agreement to:

A. Provide inpatient services;

B. Make cash payment to intended recipients of health services;

C. Purchase or improve land, purchase, construct or permanently improve any building or other facility or purchase major medical equipment.

D. Satisfy any requirement for the expenditure of non-federal funds as a condition for the receipt of federal funds.

E. Provide financial assistance to any entity other than a public or nonprofit private entity for research or training services; or

F. Make payment for any item or service (other than an emergency item or service) furnished by; 1) an individual or entity during the period such individual or entity is excluded from participation in any other federally funded program, or 2) at the medical

direction or on the prescription of a physician during the period when the physician is excluded from participation in any other federally funded program.

EXHIBIT C

STANDARD GRANT CONDITIONS

1. **APPROVAL:** This Grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained

2. **AMENDMENT:** No amendment or variation of the terms of this Grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or Agreement not incorporated in the Grant is binding on any of the parties. In no case shall the Department materially alter the scope of the Project set forth in Exhibit A.

3. **ASSIGNMENT:** This Grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the Grant.

4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this Grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this Grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.

5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.

6. **INDEMNIFICATION**: Grantee agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Grantee in the performance of any activities related to the Project.

7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this Grant. Grantee further agrees that it will maintain separate Project accounts in accordance with generally accepted accounting principles.

8. **GOVERNING LAW:** This Grant is governed by and shall be interpreted in accordance with the laws of the State of California.

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this Grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this Grant.

10. **INDEPENDENT CONTRACTOR:** Grantee, and its agents and employees of Grantee, in the performance of the Project, shall act in an independent capacity and not as officers, employees or agents of the Department.

11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the Project and provide the opportunity for attendance and participation by Department's representatives.

12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third- party as a beneficiary of this Grant or the project.

13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments or changes that could affect the completion of the project or the budget approved for this Grant.

14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this Grant where such services are called for.

15. **RECORDS:** Grantee certifies that it will maintain Project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

    A. Establish an official file for the Project which shall adequately document all significant actions relative to the Project;
    B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this Project, including all grant funds received under this Grant;
    C. Establish separate accounts which will adequately depict all income received which is attributable to the Project, especially including any income attributable to grant funds disbursed under this Grant;
    D. Establish an accounting system which will adequately depict final total costs of the Project, including both direct and indirect costs; and,
    E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this Grant to pay for costs associated with any litigation between the Grantee and the Department.

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

18. VENUE: (This provision does not apply to Local Governmental Entities)

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).

B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):

1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.

2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.

3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

4) For publications other than those described inparagraph B.3 above,, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit E
Additional Provisions

1. Cancellation / Termination

A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.

B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.

2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.

3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.

D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.

E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Grant.

F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.

G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:

Exhibit E
Additional Provisions

1) Place no further order or subgrants for materials, services, or facilities.

2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.

4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.

I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.

B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

Exhibit E
Additional Provisions

C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

3. Dispute Resolution Process

A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.

1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.

2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.

B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

Exhibit E
Additional Provisions

C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

E. There are organizational differences within CDPH's funding programs and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

4. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: Ukraine-Russia (ca.gov).

If this Agreement is valued at $5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions). Failure to comply may result in the termination of this Agreement.

Exhibit F
Federal Terms and Conditions

(For Federally Funded Grant Agreements)

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions
7. Human Subjects Use Requirments
8. Audit and Record Retention
9. Federal Requirements

1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This Agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. 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 career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment

without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subgrantee or vendor. The Grantee will take such action with

respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subgrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

(Applicable to federally funded grants in excess of $100,000 per Section 1352 of the 31, U.S.C.)

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in

Paragraph a(1) of this provision a grant or subgrant exceeding $100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay 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 any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. **Additional Restrictions**

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

7. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subgrantee/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Grantee agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

8. Audit and Record Retention

(Applicable to agreements in excess of $10,000.)

a. The Grantee shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.

b. The Grantee's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.

c. Grantee agrees that CDPH, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, the Grantee agrees to include a similar right of the State to audit records and interview staff in any subgrantee related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).

d. The Grantee shall preserve and make available his/her records (1) for a period of three years from the date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

   (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.

   (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.

f. The Grantee may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to electoronic data storage device. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Grantee and/or Subgrantee must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records.

9. Federal Requirements

Grantee agrees to comply with and shall require all subgrantee's, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

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 making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, 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, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" 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 subGrantees, subgrants, and contracts under grants and cooperative agreements) of $100,000 or more, 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.C., 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.

Name of Grantee	Printed Name of Person Signing for Grantee
Contract / Grant Number	Signature of Person Signing for Grantee
Date	Title

After execution by or on behalf of Grantee, please return to:

California Department of Public Health
HAI Program
P.O. Box 997377, MS 3202
Sacramento, CA 95814

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 13520348-0046
(See reverse for public burden disclosure)

1. Type of Federal Action:	2. Status of Federal Action:	3. Report Type:
[ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	[ ] a. bid/offer/application b. initial award c. post-award	[ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:
☐ Prime ☐ Subawardee Tier , if known:	
6. Federal Department/Agency	7. Federal Program Name/Description:
8. Federal Action Number, if known:	9. Award Amount, if known:
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	**Federal Use Only**

Signature:

_____ Print Name:

Title:
Telephone No.: Date:

Authorized for Local
Reproduction
Standard Form-LLL
(Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services **36.**

Board of Supervisors **Adult & Aging**

Meeting Date: 06/06/2023

Brief Title: Second Amendment to Agreement No. 21-19 with North Valley Behavioral Health

From: Nolan Sullivan, Director, Health and Human Services Agency

Staff Contact: Karleen Jakowski, Assistant Director, Health and Human Services Agency, x2978

Supervisorial District Impact: Countywide

Subject

Approve second amendment to Agreement No. 21-19 with North Valley Behavioral Health to extend the term of the agreement through June 30, 2024; add funding in the amount of $1,024,800, for 2023-24 for a new contract maximum of $3,260,800, for the period of January 26, 2021 through June 30, 2024; update option year amount; and to clarify language in the agreement, for the provision of operations and specialty mental health services at Pine Tree Gardens Board and Care facilities. (No general fund impact) (Sullivan)

Recommended Action

A. Approve second amendment to Agreement No. 21-19 with North Valley Behavioral Health to extend the term of the agreement through June 30, 2024; add funding in the amount of $1,024,800, for 2023-24 for a new contract maximum of $3,260,800, for the period of January 26, 2021 through June 30, 2024; and to clarify language in the agreement, for the provision of operations and specialty mental health services at Pine Tree Gardens Board and Care facilities; and

B. Delegate authority to the Director of the Yolo County Health and Human Services Agency or her/his designee to: 1) exercise optional year extensions up to $1,024,800 for fiscal year 2024-25 and 2) issue related option year notices. (Please see Section 2. of Att. A. Second Amendment)

Strategic Plan Goal(s)

Thriving Residents

Safe Communities

Reason for Recommended Action/Background

North Valley Behavioral Health (NVBH) provides 24/7 operation of both Pine Tree Garden (PTG) homes which includes the following daily activities: 24/7 staffing, food preparation, medication administration and support of residents' activities of daily living. Further, NVBH as a housing operator, has been responsible for ensuring both houses are appropriately stocked with food, activity supplies, housekeeping, office supplies, and hygiene supplies.

NVBH's services aim to restore, maintain, or improve personal independence and functioning consistent with requirements for learning and development. Services are patterned upon evidence-based or best practice-based models of treatment incorporating principles of "recovery" from symptoms of mental illness and are provided in a less restrictive environment, allowing consumers to receive appropriate level of services. Contracting with NVBH allows the County to achieve cost saving by reducing placements in other higher level/higher cost placements.

On or about January 26, 2021 the County entered into a three-year Agreement with North Valley Behavioral Health. The initial term of the agreement was from January 26, 2021 through June 30, 2023 for a total contract maximum of $2,136,000. The agreement also included 2 additional option years for FY2023-24 and FY2024-25 in an amount not to exceed $876,000 per fiscal year for a lifetime maximum of $3,888,000.

On or about February 7, 2023 the Parties amended the agreement to increase funding in the amount of $100,000 for 2022-23, updated the lifetime maximum to $3,988,000 and updated and clarified language in the agreement.

Approval of this amendment will extend the term of the agreement through June 30, 2024, add funding in the amount of $1,024,800 for FY2023-24 for a new contract maximum of $3,260,800, increase the option year amount to $1,024,800 for a new lifetime maximum of $4,285,600; and update and clarify language in the agreement. The increase in funding for FY2023-24 is based on increased payroll costs pertaining to the 5% Cost of Living Adjustment (COLA) increases.

Performance Measures included in this Agreement are as follows:
The Performance Measures were included in the underlying Agreement and are not being revised at this time (See Att. B. Performance Measures).

HHSA confirms North Valley Behavioral Health has performed satisfactorily under this agreement. Ninety-two percent of PTG residents report satisfaction with the services provided and the staff working in one or both homes. Based on this level of satisfaction, HHSA augmented the FY22/23 contract with additional funding to add onsite case management services to support PTG residents not already assigned to an HHSA case manager.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On December 12, 2017, Yolo County Health and Human Services Agency (HHSA) issued a Request for Proposals (RFP) for Adult Residential Treatment Services. The proposal submitted by North Valley Behavioral Health was selected as the top choice by all members of the Review Committee and was evaluated and determined to meet all the required qualifications necessary to successfully provide these services.

HHSA confirms North Valley Behavioral Health has performed satisfactorily under this agreement. Thus, pursuant to the authority provided to the County Procurement Manager as the County Purchasing Agent under the current Yolo County Procurement Policy, the Procurement Manger has determined that it is in the best interest of the County to extend this Agreement, based on satisfactory service and to avoid the interruption of County business.

Fiscal Information
Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$1,024,800
Amount budgeted for expenditure	$1,024,800
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$1,024,800

Source of Funds for this Expenditure	
MHSA	$1,024,800

Further explanation as needed
No general funds are required by this action. These services will be funded by MHSA. The action increases the contract maximum by $1,024,800 for a total of $3,260,800 for the period of January 26, 2021 through June 30, 2024. The amount of $1,024,800 will be included in the HHSA proposed budget fiscal year 2023-24. The related funding will be included in the requested budget process for future fiscal years.

The following is the breakdown of funding for this agreement.

FY 2020-21 January 26, 2021 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2022 through June 30, 2023	Total
$384,000	$876,000	$976,000	$1,024,800	$3,260,800

This Agreement also includes 1 one-year optional extensions for 2024-25 in an amount less than or equal to $1,024,800 per fiscal year.

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to $1,024,800	Less than or equal to $4,285,600

In no event shall the term of the Agreement extend beyond June 30, 2025 nor shall the total contract maximum exceed the amount of FOUR MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED DOLLARS ($4,285,600) unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

Attachments

Att. A. Second Amendment
Att. B. Performance Measures

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/25/2023 05:48 PM
Financial Services	Matt Robertson	05/26/2023 08:19 AM
County Counsel	Hope Welton	05/26/2023 08:33 AM
Shapree Butler	Shapree Butler	05/26/2023 08:39 AM
Form Started By: Kimberly Mayfield		Started On: 03/15/2023 04:45 PM
Final Approval Date: 05/26/2023		

SECOND AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Second Amendment to Agreement No. 21-19 ("Second Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California ("County"), and North Valley Behavioral Health, LLC., a corporation authorized to do business in the State of California ("Contractor"), jointly referred to as the "Parties" herein.

WHEREAS, on or about January 26, 2021, the Parties entered into Agreement No. 21-19 ("Agreement"); and

WHEREAS, on or about February 7, 2023, the Parties amended the Agreement via the First Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended to:

1. Revise **Paragraph I.A** to extend the term of the Agreement through June 30, 2024; and
2. Revise **Paragraph III.B.1.** to add funding in the amount of $1,024,800 for Fiscal Year (FY) 2023-24 for a new contract maximum of $3,260,800; and
3. Revise **Paragraph III.B.2.** to update the available options, increase option year funding, and update the lifetime maximum; and
4. Revise **Section XVI.** of **Exhibit C** to rename the section and update county's insurance requirements; and
5. Revise **Exhibit D** to update the FY 2023-24 and the option year budgets; and
6. Revise **Section III.** of **Exhibit E** to update contact for the county risk manager**.**

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph I.A of the Agreement is hereby amended to read as follows:

A. The term of this Agreement shall be from **January 26, 2021 through June 30, 2024** unless sooner terminated as provided in this Agreement. At the County's option, this Agreement may be extended for one (1) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice to the Contractor by the Yolo County Health and Human Services Agency Director or her/his designee ("Director").

2. Paragraph III.B.1. of the Agreement is hereby amended to read as follows:

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2024** shall be no greater than **THREE MILLION TWO HUNDRED SIXTY THOUSAND EIGHT HUNDRED DOLLARS ($3,260,800)** specified as follows:

FY 2020-21 January 26, 2021 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2023 through June 30, 2024	**Total**
$384,000	$876,000	$976,000	$1,024,800	**$3,260,800**

3. Paragraph III.B.2. of the Agreement is hereby amended to read as follows:

B.2. Option Years: The County may exercise its option to extend the term of the Agreement pursuant to Paragraph I.A. above. Upon request of the County, Contractor shall provide a contract budget for each option year in conformance with the requirements of this Agreement. The option year contract budgets shall be sent to HHSAContracts@yolocounty.org for review and approval by the Director. In the event that the County elects to exercise an option, County shall notify the Contractor in writing. The notice shall include the revised agreement term, approved funding amount to be added to the Agreement; and revised agreement maximum payment obligation, subject to the maximums set forth below:

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to $1,024,800	Less than or equal to $4,285,600

In no event shall the term of the Agreement extend beyond **June 30, 2025** nor shall the total contract maximum exceed the amount of **FOUR MILLION TWO HUNDRED EIGHTY-FIVE THOUSAND SIX HUNDRED DOLLARS ($4,285,600)** unless otherwise agreed to in writing by the parties and in conformity with the then-current Yolo County Procurement Policy approved by the Yolo County Board of Supervisors.

4. Section XVI. of **Exhibit C** to the Agreement is hereby amended to read as follows:

XVI. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical

professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

d. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the

E. Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

5. **Exhibit D** to the Agreement is hereby amended to read as attached.

6. **Section III.** of **Exhibit E** to the Agreement is hereby amended to read as follows:

III. Contractor shall report, as soon as reasonably practicable, within 24 hours for security incidents, as defined in 45 CFR §164.304, and one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

A. Alberto Lara, Interim County's Privacy Officer-Risk Manager/Safety Officer at alberto.lara@yolocounty.org, and

B. Lee Gerney, County's Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and

C. Charles Egbert, County's HHSA Privacy Officer at Charles.Egbert@yolocounty.org, and

D. Katherine Barrett, HHSA Behavioral Health Compliance Officer at HHSA.BHCompliance@yolocounty.org.

7. All attachments to this Second Amendment are incorporated herein by this reference.

8. Except as specifically amended by this Second Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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IN WITNESS WHEREOF the Parties have executed this Second Amendment as of the day and year last set forth below.

CONTRACTOR

Arne Hyson, CEO
North Valley Behavioral Health, LLC

Date: 5/23/23

COUNTY OF YOLO

_____
Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

Nolan Sullivan Digitally signed by Nolan Sullivan Date: 2023.05.24 15:26:57 -07'00'

Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

EXHIBIT D – CONTRACT BUDGET

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Fiscal Year 2020-21 January 26, 2021 through June 30, 2021
1	a. Personnel	$380,800
	b.Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$57,120
2	Operating Costs	$362,080
3	Direct to Clients	$0
4	**Total**	**$800,000**

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel	$416,978
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$62,547
2	Operating Costs	$396,475
3	Direct to Clients	$0
4	**Total**	**$876,000**

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel	$501,978
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$77,547
2	Operating Costs	$396,475
3	Direct to Clients	$0
4	**Total**	**$976,000**

EXHIBIT D – CONTRACT BUDGET

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	a. Personnel	$530,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$79,000
2	Operating Costs	$415,800
3	Direct to Clients	$0
4	**Total**	**$1,024,800**

North Valley Behavioral Health LLC		
Pine Tree Gardens Services		
	Cost Items	Option Year(s) July 1st through June 30th
1	a. Personnel	$530,000
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$79,000
2	Operating Costs	$415,800
3	Direct to Clients	$0
4	**Total**	**$1,024,800**

Pine Tree Gardens	North Valley Behavioral Health, LLC	Arne Hyson
Program Purpose	Provide residents of Pine Tree Gardens East and West houses with adult residential facility services in their homes.	
Program Information	NVBH, as operator of Pine Tree Gardens West and operator of Pine Tree Gardens East, will provide appropriate 24/7 staff to both manage the residences and provide related appropriate services.	
PM1: How much did we do?		
1.1	Number of beneficiaries served, by age, gender, race/ethnicity, culture (if known), or disability (e.g., hearing impaired, seeing impaired, wheelchair bound).	
PM2: How well did we do it?		
2.1	# and % of clients who stepped down to the next lower level of program and/or more independent living setting.	
2.2	# and % of clients who participated in at least 75% of the offered services, with data collected by program and type of service.	
PM3: Is anyone better off?		
3.2	# and % of clients who did not need psychiatric hospitalization (or a higher level of care) in the past 12 months.	
3.3	# of % of clients who retained stable housing during the past 12 months.	
3.4	# and % of clients who had no days of incarceration in the past 12 months	

Pine Tree Gardens Case Management	North Valley Behavioral Health, LLC	Arne Hyson
Program Purpose	To improve the general health through increased skill development, decrease hospitalizations and increase housing stability of mentally ill residents at both Pine Tree Gardens (PTG) Homes through consistent supports that help residents manage daily.	
Program Information	The PTG case manager new PTG clients acclimate to their new homes through frequent connections, ensuring they get settled in and build a plan around their needs while they're in the home. This may include activities of daily living, financial literacy, how to care for their space and home, scheduling and time management, and medication management. For clients who find they are ready to move on to their next living situation, the case manager will support them in a successful transition.	
PM1: How much did we do?		
1.1	**Participants Served:** # of PTG residents served and demographics of those served (age, gender, race/ethnicity, disability).	
1.2	**Referrals Made:** # of service referrals made for these clients broken down by type of referral (primary care, substance use, mental health, other community service)	
PM2: How well did we do it?		
2.1	**New Client Engagement Rate:** % of new PTG residents that participate in any offered case management service at least **once a week.**	
2.2	**Total Client Participation Rate**: % of new PTG residents (lived in a PTG home for 6 months or less) that attend a self/home care, medication management, independent living, financial literacy, scheduling, or time management learning activity provided by the case manager **each month**.	
2.3	**Discharging Client Participation Rate**: % of PTG residents that access the case manager as they plan for, or implement, a housing transition or move.	
PM3: Is anyone better off?		
3.1	**Stabilization:** % and # of clients who have maintained their current housing without admission to Crisis Residential Treatment program and/or an acute inpatient psychiatric care facility.	
3.2	**Housing Retention:** % and # of PTG clients who successfully maintain their housing during the reporting period.	
3.3	**Increase Skillset:** % and # of clients who report improved living, home, financial, time, or medication management skills as the result of participating in case management services.	

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 37.
Board of Supervisors **Adult & Aging**

Meeting Date:	06/06/2023
Brief Title:	Eleventh Amendment to Agreement No. 18-154 with CommuniCare Health Centers, Inc.
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Karleen Jakowski, Assistant Director, Health and Human Services Agency, x2978
Supervisorial District Impact:	Countywide

Subject
Approve eleventh amendment to Agreement No.18-154 with CommuniCare Health Centers, Inc. to add funding in the amount of $365,000 for a new contract maximum of $5,974,893.55 for the period of July 1, 2018 through June 30, 2023 for the provision of substance use disorder services. (No general fund impact) (Sullivan)

Recommended Action
Approve eleventh amendment to Agreement No.18-154 with CommuniCare Health Centers, Inc. to add funding in the amount of $365,000 for a new contract maximum of $5,974,893.55 for the period of July 1, 2018 through June 30, 2023 for the provision of substance use disorder services.

Strategic Plan Goal(s)
Thriving Residents

Reason for Recommended Action/Background
On May 8, 2018, the Board of Supervisors approved an agreement with Department of Health Care Services (DHCS) to receive funding in the amount of $13,943,284 for the Drug Medi-Cal Organized Delivery System.

Yolo County completed a formal competitive selection process (see Competitive Selection details below) and CommuniCare Healthcare Centers, Inc. was selected to provide Intensive Outpatient, Outpatient Services, Case Management, Physician Consultation, Recovery Services, and In-Person Screening/Referral Services.

On July 10, 2018, the Yolo County Board of Supervisors ("BOS") approved the underlying Agreement ("Agreement 18-154") with CommuniCare Healthcare Centers, Inc. for the provision of those services.

The Agreement has since been amended to shift funds, clarify language, and update rates.

On June 23, 2020 the BOS approved the third amendment reducing the total maximum compensation.

On July 27, 2021 the BOS approved the fifth amendment reducing (FY) 2020-21 funding and increasing (FY) 2021-22 funding.

On June 8, 2022the BOS approved the eight amendment that increased funding for (FY) 2021-22 and for (FY)2022-23.

Staff recommends approval of this eleventh amendment that increases funding for (FY) 2022-23 so CommuniCare Healthcare Centers, Inc. may continue providing these vital services to eligible Yolo County consumers. We are adding funding to four scopes of services to ensure that services continue and consumers continue to benefit from these services for the remainder of the fiscal year.

Performance Measures included in this Agreement are as follows:
The Performance Measures were included in the underlying Agreement and are not being revised at this time (See

Att. B. Performance Measures)
HHSA confirms CommuniCare Healthcare Centers, Inc. has performed satisfactorily under this agreement 98.5% of consumers were retained in outpatient services. 34% reduction rate in substance use. 98% reduction in incarceration days.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On February 26, 2018, HHSA issued a Request for Proposal ("RFP") seeking contractors to provide Substance Use Disorder ("SUD") Adult Continuum of Care services to eligible Yolo County residents.

HHSA received eight proposals from this solicitation. Below is a table of all providers who submitted proposals. All proposals were evaluated, and the following proposals were determined to meet all the required qualifications necessary to successfully provide these services: CommuniCare, Turning Point, Progress House, Community Recovery Resources, Yolo Wayfarer Center, BayMark, and CORE. Because these proposals were considered to be of high quality, they will be offered a contract to provide these identified services. Separate agreements for the other bids chosen will be submitted to the BOS for approval. Heritage Oaks was the only bid received that will not be awarded a contract.

Request for Proposals (RFP) Service Requested:
Substance Use Disorder Adult Continuum of Care

Evaluation Criteria Included in RFP

- General company information (20 points)
- Experience and past performance (100 points)
- For contractors bidding on residential treatment services (6 points)
- Preferred qualifications (20 points)
- Responsiveness/responsibility (20 points)
- Pricing requirements (40 points)
- Proposer's approach to project (100 points)
- Quality assurance and oversight (20 points)
- Outputs and outcomes measures (50 points)
- Financial information (pass/fail)
- Quality and completeness of submitted proposal (pass/fail)

Bids Received

Bidder	***Scopes included in Bid***	***Bid***
CommuniCare Health Center	Intensive Outpatient, Outpatient, Case Management, Physician Consultation, Recovery Services, In-Person Screening/Referral	$1,583,952
Turning Point Community Programs	Intensive Outpatient, Outpatient, Case Management, Physician Consultation	$278,388
Progress House	Residential 3.1, Case Management, Physician Consultation	$500,000
Community Recovery Resources	Residential 3.1, Residential 3.5 Case Management, Physician Consultation, Residential 3.2 WM, Intensive Outpatient, Transitional Living	*
Yolo Wayfarer Center dba Fourth and Hope	Residential 3.1, Residential 3.5, Transitional, Case Management, Physician Consultation	$1,001,950
Heritage Oaks	Intensive Outpatient, Outpatient, Case Management, Physician Consultation	$785,929
BayMark Health Centers (MedMark, Fairfield; MedMark, Sacramento; Bi-Valley Medical Clinic	Opioid (Narcotic) Treatment Program, Case Management, Physician Consultation	$1,181,581**
CORE Medical Clinic, Inc	Opioid (Narcotic) Treatment Program, Case Management, Physician Consultation	$2,000,000

* Community Recovery Resources declined to submit a bid amount. The entire program cost $3,823,974 was

included in their proposal and expected to be funded by different sources.
** BayMark and CORE requested funding for two years. All other bids shown denote an annual budget.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$365,000
Amount budgeted for expenditure	$365,000
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
DMC-ODS	$350,000
SABG/ARPA	$15,000

Further explanation as needed

No general funds are required by this action. These services will be funded by DMC-ODS and SABG/ARPA. The action increases the contract maximum by $365,000 for a total of $5,974,893.55 for the period of July 1, 2018 through June 30, 2023. The amount of $365,000 is included in HHSA adopted budget for fiscal year 2022-23.

The following is the breakdown of funding for this agreement.

Scope of Services	FY 18-19 July 1, 2018 through June 30, 2019	FY 19-20 July 1, 2019 through June 30, 2020	FY 20-21 July 1, 2020 through June 30, 2021	FY 21-22 July 1, 2021 through June 30, 2022	FY 22-23 July 1, 2022 through June 30, 2023	Total
A.1	$385,300	$445,300	$420,000	$405,000	$605,000	$2,260,600
A.2	$481,076	$296,076	$346,893	$335,000	$485,000	$1,944,045
A.3	$25,571	$25,571	$25,571	$25,571	$25,571	$127,855
A.4	$180,048	$180,048	$80,000	$55,000	$55,000	$550,096
A.5	$5,536	$5,536	$5,536	$5,536	$5,536	$27,680
A.6	$168,700	$168,700	$183,107	$235,000	$235,000	$990,507
*A.7	NA	NA	$4,100	$0	$0	$4,100
*SABG (CRRSAA)	NA	NA	NA	$50,973.69	$4,036.86	$55,010.55
SABG (ARPA) Peer Support	NA	NA	NA	NA	$15,000	$15,000
Total	**$1,246,231**	**$1,121,231**	**$1,065,207**	**$1,112,080.69**	**$1,430,143.86**	**$5,974,893.55**

Any Unspent funding in a fiscal year for Scope A.7 and CRSAA may be rolled over into future fiscal years(including any option years). CRRSAA Funding must be fully expended by December 31, 2022.

Attachments

Att. A. Eleventh Amendment
Att. B. Performance Measures

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/26/2023 12:56 PM
Financial Services	Matt Robertson	05/26/2023 01:33 PM
County Counsel	Hope Welton	05/26/2023 01:38 PM
Shapree Butler	Shapree Butler	05/26/2023 01:42 PM
Form Started By: Laura Checa		Started On: 03/28/2023 12:57 PM
Final Approval Date: 05/26/2023		

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ELEVENTH AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Eleventh Amendment to Agreement No.18-154 ("Eleventh Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo ("County"), and CommuniCare Health Centers, Inc. ("Contractor"), referred to as the "Parties" herein.

WHEREAS, on or about July 10, 2018, the Parties entered into Agreement No. 18-154 ("Agreement"); and9168785000

WHEREAS, on or about January 15, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about July 22, 2019, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about June 23, 2020, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about November 2, 2020, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about July 27, 2021, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about November 1, 2021, the Parties further amended the Agreement via the Sixth Amendment; and

WHEREAS, on or about April 27, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about April 28, 2022, the Parties further amended the Agreement via the Seventh Amendment; and

WHEREAS, on or about June 28, 2022, the Parties further amended the Agreement via the Eighth Amendment; and

WHEREAS, on or about September 2, 2022, the Parties further amended the Agreement via the Ninth Amendment; and

WHEREAS, on or about November 9, 2022, the Parties further amended the Agreement via the Tenth Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph III.B1.** to add funding for Fiscal Year (FY) 2022-23 in the amount $365,000 for a new contract maximum of $5,974,893.55; and

2. Revise **Section XVIII.** of **Exhibit D** to rename section and update new County Insurance requirements.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

/ / /

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1. **Paragraph III.B1**. of the Agreement is hereby amended to read as follows:

   B1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **FIVE MILLION NINE HUNDRED SEVENTY-FOUR THOUSAND EIGHT HUNDRED NINETY-THREE DOLLARS AND FIFTY-FIVE CENTS (\$5,974,893.55)** specified as follows:

Scope of Services	**FY 18-19** July 1, 2018 through June 30, 2019	**FY 19-20** July 1, 2019 through June 30, 2020	**FY 20-21** July 1, 2020 through June 30, 2021	**FY 21-22** July 1, 2021 through June 30, 2022	**FY 22-23** July 1, 2022 through June 30, 2023	**Total**
A.1	\$385,300	\$445,300	\$420,000	\$405,000	\$605,000	**\$2,260,600**
A.2	\$481,076	\$296,076	\$346,893	\$335,000	\$485,000	**\$1,944,045**
A.3	\$25,571	\$25,571	\$ 25,571	\$25,571	\$25,571	**\$127,855**
A.4	\$180,048	\$180,048	\$80,000	\$55,000	\$55,000	**\$550,096**
A.5	\$5,536	\$5,536	\$5,536	\$5,536	\$5,536	**\$27,680**
A.6	\$168,700	\$168,700	\$183,107	\$235,000	\$235,000	**\$990,507**
*A.7	NA	NA	\$4,100	\$0	\$0	**\$4,100**
*SABG (CRRSAA)	NA	NA	NA	\$50,973.69	\$4,036.86	**\$55,010.55**
SABG (ARPA) Peer Support	NA	NA	NA	NA	\$15,000	**\$15,000**
Total	**\$1,246,231**	**\$1,121,231**	**\$1,065,207**	**\$1,112,080.69**	**\$1,430,143.86**	**\$5,974,893.55**

*Any unspent funding in a fiscal year for Scope A.7 and CRSAA may be rolled over into future fiscal years (including any option years). CRRSAA Funding must be fully expended by December 31, 2022.

2. Section **XVIII** of **Exhibit D** is hereby revised to read as follows:

   XVIII. INSURANCE

   A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

      1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:

         a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

         b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

         c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

         d. Professional Liability (Errors and Omissions) (If applicable, see below)

      2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:

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a. **Commercial General Liability** – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. **Automobile Liability** – $1,000,000 per accident for bodily injury and property damage

c. **Professional Liability/Malpractice/Errors and Omissions** –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).

d. **Workers' Compensation** – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*

a. **Additional Insured Status** – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. **Primary Coverage** – Contractor's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

d. **Waiver of Subrogation** – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

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5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity

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and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

3. Except as specifically amended by this Eleventh Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties have executed this Eleventh Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:
Melissa Marshall
12AD8AAFC0C546D...

Melissa Marshall, MD, Chief Executive Officer
CommuniCare Health Centers, Inc.

Date: 5/25/2023

COUNTY OF YOLO

_____

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...

Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

Results Based Accountability	
1. Program Purpose	Decrease incidences of substance abuse, reduce incarceration, and improve the quality of life for beneficiaries.
2. Program Description	Outpatient, Intensive Outpatient, Case Management, Physician Consultation, Recovery Services, and In-Person Screening and Referral to treatment, for any eligible Yolo County resident who has been referred to treatment through an authorized Yolo County Substance Use Access Point. Services can include individual and group counseling, drug testing, care coordination for level of care placement, linkage to other necessary services, oversight of complicated co-morbid or co-occurring beneficiary cases, and improved access to the substance use continuum of services.
PM1: How much did we do?	
1.1	*Bi-Annually Reported* • Number of Beneficiaries • Demographics: 1. Age 2. Gender 3. Race/Ethnicity 4. Disability 5. Culture
1.2	*Bi-Annually Reported* Number of referrals/ coordination for other services and referral dispositions
1.3	*Bi-Annually Reported* Number of referrals/ coordination to/with other substance use disorder providers for continued care
1.4	*Bi-Annually Reported* Number of referrals/ coordination to/with other substance use disorder providers for continued care
1.5	*Bi-Annually Reported* Number of total beneficiaries who completed their treatment episode
PM2: How well did we do it?	
2.1	*Bi-Annually Reported* • Number of Beneficiaries satisfied with services provided • Percentage of beneficiaries satisfied with services provided *(As collected by question #1-3 on the Consumer Perception Survey)* 1. I like the services that I received here 2. If I had other choices, I would still get services from this agency 3. I would recommend this agency to a friend or family member
2.2	*Annually Reported* • Number of beneficiaries satisfied with access and services provided based on Drug Medi-Cal Organized Delivery System (DMC-ODS) Treatment Perception Survey (TPS).

	• Percentage of beneficiaries satisfied with access and services provided based on Drug Medi-Cal Organized Delivery System (DMC-ODS) Treatment Perception Survey (TPS). *(As collected by TPS Survey – HHSA Reportable Data)*
2.3	*Bi-Annually Reported* • Initiation Rate 1. Number of beneficiaries who receive at least one (1) service (individual, group, collateral, or case management) within fourteen (14) days of a diagnosis being established by your facility. 2. Percentage of beneficiaries who receive at least one (1) or more services (individual, group, collateral, or case management) within fourteen (14) days of a diagnosis being established by your facility.
2.4	*Bi-Annually Reported* • Engagement Rate 1. Number of beneficiaries who receive at least two (2) or more services (individual, group, collateral, or case management) within thirty (30) days of a diagnosis being established by your facility. 2. Percentage of beneficiaries who receive at least two (2) or more services (individual, group, collateral, or case management) within thirty (30) days of a diagnosis being established by your facility.
2.5	*Bi-Annually Reported* • Retention Rate: 1. Number of beneficiaries who stayed for a minimum of two weeks that completed their entire treatment episode *2.* Percentage of beneficiaries who stayed for a minimum of two weeks that completed their entire treatment episode.
2.6	*Bi-Annually Reported* • Number of beneficiaries who were satisfied with access to services. • Percentage of beneficiaries who were satisfied with access to services *(As collected by question #4-8 on the Consumer Perception Survey)* 1. The location of service was convenient (parking, public transportation, distance, etc.) 2. Staff were willing to see me as often as I felt it was necessary 3. Staff returned my calls within 24 hours 4. Services were available at times that were good for me 5. I was able to get all the services I thought I needed.
PM3: Is anyone better off?	
3.1	*Bi-Annually Reported* • Number of beneficiaries reporting a reduction in substance use at completion of the program, and • Percentage of beneficiaries reporting a reduction in substance use at completion of the program
3.2	*Bi-Annually Reported* • Number of beneficiaries reporting a reduction in days incarcerated while in treatment, compared to the previous 6 months

	• % of beneficiaries reporting a reduction in days incarcerated while in treatment, compared to the previous 6 months.
3.3	*Bi-Annually Reported* • Percentage reduction of days incarcerated during treatment (1- days incarcerated in treatment/days incarcerated 6 months prior to treatment)
3.4	*Bi-Annually Reported* • Percentage of clients reporting an improvement in outcomes as a result of receiving these services *(as collected by questions 21-28 on the Consumer Perception Survey):* 1. I deal more effectively with daily problems 2. I am better able to control my life 3. I am better able to deal with crisis 4. I am getting along better with my family 5. I do better in social situations 6. I do better in school and/or work 7. My housing situation has improved 8. My symptoms are not bothering me as much

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 38.
Board of Supervisors **Adult & Aging**

Meeting Date:	06/06/2023
Brief Title:	Eighth Amendment to Agreement No. 18-132 with Yolo Wayfarer Center dba Fourth and Hope
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Karleen Jakowski, Assistant Director, Health and Human Services Agency, x2978
Supervisorial District Impact:	Countywide

Subject
Approve eighth amendment to Agreement No. 18-132 with Yolo Wayfarer Center dba Fourth and Hope to add funding in the amount of $480,886 for 2022-23 for a new contract maximum of $5,364,534.16 for the period of July 1, 2018 through June 30, 2023 for the provision of providing substance use disorder treatment and prevention services. (No general fund impact) (Sullivan)

Recommended Action
Approve eighth amendment to Agreement No. 18-132 with Yolo Wayfarer Center dba Fourth and Hope to add funding in the amount of $450,886 for 2022-23 for a new contract maximum of $5,364,534.16 for the period of July 1, 2018 through June 30, 2023 for the provision of providing substance use disorder (SUD) treatment and prevention services.

Strategic Plan Goal(s)
Thriving Residents

Reason for Recommended Action/Background
On May 8, 2018, the Board of Supervisors approved an agreement with Department of Health Care Services (DHCS) to receive funding in the amount of $13,943,284 for the Drug Medi-Cal Organized Delivery System.

A formal competitive selection process was completed (see Competitive Selection details below) and Yolo Wayfarer Center was selected to provide substance use disorder treatment and prevention services.

On June 29, 2021 the Agreement added an additional scope of work for Adverse Childhood Experience Screenings (ACEs) which allows for screenings and assessments to obtain scores and cognitive assessment results from behavioral health clients who are simultaneously involved in the criminal justice system within Yolo County for the Data Driven Recovery Project (DDRP). The results from the screenings and assessments are converted into anonymized data and incorporated into a DDRP study funded by the Mental Health Services Oversight and Accountability Commission.

On June 23, 2020 the Board of Supervisors (BOS) approved the first amendment increasing (FY) 2019-20 funding and extending the term of the Agreement.

On June 29, 2021 the BOS approved the second amendment increasing (FY) 202-21 and (FY) 2021-22 funding.

The agreement has also been amended to shift fund, update rates, and clarify language.

Approval of this eighth amendment allows for additional funding in the amount of $450,886 for FY2022-23. In FY2022-23 County has seen a significant increase in participants accessing services, more screenings have been done than in the past, and more have qualified for residential services at higher levels. The additional funding is needed to meet the needs of the increase in residential services.

Performance Measures included in this Agreement are as follows:
The Performance Measures were included in the underlying Agreement and are not being revised at this time (See Att. B. Performance Measures)

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On February 26, 2018, HHSA issued a Request for Proposal (RFP) seeking contractors to provide Substance Use Disorder (SUD) Adult Continuum of Care services to eligible Yolo County residents.

HHSA received eight proposals from this solicitation. All proposals were evaluated, and the following proposals were determined to meet all the required qualifications necessary to successfully provide these services:

- CommuniCare
- Turning Point,
- Progress House
- Community Recovery Resources
- Yolo Wayfarer Center
- Bay Mark (Bi-Valley Medical Clinic, MedMark Treatment Center -- Fairfield, MedMark Treatment Center -- Sacramento)
- CORE

Because these proposals were of high quality, they were offered a contract to provide these identified services. Separate agreements for the other bids chosen were also submitted to the Board of Supervisors for approval.

Additional information regarding the Competitive Bid Process is provided below, including a summary of the RFP evaluation criteria.

Request for Proposals (RFP) Service Requested:
Substance Use Disorder Adult Continuum of Care

Evaluation Criteria Included in RFP

- General company information (20 points)
- Experience and past performance (100 points)
- For contractors bidding on residential treatment services (6 points)
- Preferred qualifications (20 points)
- Responsiveness/responsibility (20 points)
- Pricing requirements (40 points)
- Proposer's approach to project (100 points)
- Quality assurance and oversight (20 points)
- Outputs and outcomes measures (50 points)
- Financial information (pass/fail)
- Quality and completeness of submitted proposal (pass/fail)

Bids Received

Bidder	Bid
CommuniCare Health Center	$1,583,952
Turning Point Community Programs	$278,388
Progress House	$500,000
Community Recovery Resources	*
Yolo Wayfarer Center dba Fourth and Hope	$1,001,950
Heritage Oaks	$785,929
BayMark Health Centers (MedMark, Fairfield; MedMark, Sacramento;	$1,181,581**
Bi-Valley Medical Clinic)	$2,000,000**
CORE Medical Clinic, Inc.	

* Community Recovery Resources declined to submit a bid amount. The entire program cost $3,823,974 was included in their proposal and expected to be funded by different sources.
** BayMark and CORE requested funding for two years. All other bids shown denote an annual budget.HHSA

confirms Yolo Wayfarer Center dba Fourth and Hope has performed satisfactorily under this agreement. Thus, pursuant to the authority provided to the County Procurement Manager as the County Purchasing Agent under the current Yolo County Procurement Policy, the Procurement Manger has determined that it is in the best interest of the County to extend this Agreement, based on satisfactory service and to avoid the interruption of County business.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$450,886
Amount budgeted for expenditure	$450,886
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
DMC-ODS	$400,000
SABG/ARPA	$50,886

Further explanation as needed

No general funds are required by this action. These services will be funded by DMC-ODS, SABG/CRRSAA, SABG/ARPA, AB109, and Realignment. The action increases the contract maximum by $450,886 for the period of July1, 2018 through June 30, 2023. The amount of $450,886 is included in HHSA adopted budget for fiscal year 2022-23

The following is the breakdown of funding for this agreement.

Scope of Services	**FY 18-19** July 1, 2018 through June 30, 2019	**FY 19-20** July 1, 2019 through June 30, 2020	**FY 20-21** July 1, 2020 through June 30, 2021	**FY 21-22** July 1, 2021 through June 30, 2022	**FY 22-23** July 1, 2022 through June 30, 2023	**Total**
Scope A.1 Clinically Managed Low Intensity Residential Treatment (ASAM Level 3.1)	$522,500	$607,500	$641,500	$701,500	$881,500	$3,354,500
Scope A.2 Clinically Managed High-Intensity Residential Treatment (ASAM Level 3.5)	$55,000	$15,000	$105,000	$45,000	$643,510	$863,510
Scope A.3 Care Coordination Services	$14,814	$4,814	$25,000	$25,000	$40,000	$109,628
Scope A.4 Physician Consultation	$6,510	$6,510	$6,510	$6,510	$6,510	$32,550
Scope A.5 Recovery Residences/ Transitional Living	$120,000	$120,000	$170,000	$170,000	$170,000	$750,000
Scope A.6 Adverse childhood Experiences screenings (ACEs)*	N/A	N/A	$4,100	NA	NA	$4,100**
Scope A.7 SABG/ CRRSAA Coronavirus Response and Relief Supplemental Appropriation Act	N/A	N/A	N/A	$90,481.88	$108,878.28	$199,360.16
SABG/ARPA	N/A	N/A	N/A	N/A	$50,886	$50,886

SLE Beds Total	$718,824	$753,824	$952,110	$1,038,491.88	$1,901,284.28	$5,364,534.16

Any unspent funding in a fiscal year for Scope A.7 may be rolled over into future fiscal years (including any option years) to be used only for Scope A.7. CRRSAA Funding must be fully expended by December 31, 2022

Attachments

Att. A. Eighth Amendment
Att. B. Performance Measures

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/26/2023 12:56 PM
Financial Services	Matt Robertson	05/26/2023 01:47 PM
County Counsel	Hope Welton	05/26/2023 02:09 PM
Shapree Butler	Shapree Butler	05/26/2023 02:14 PM
Form Started By: Laura Checa		Started On: 03/28/2023 01:05 PM
Final Approval Date: 05/26/2023		

DocuSign Envelope ID: 49D0F2A1-2078-454B-BB1E-358CD64BD03D

EIGHTH AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Eighth Amendment to Agreement No.18-132 ("Eighth Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo ("County") and Yolo Wayfarer Center, dba Fourth and Hope ("Contractor"), referred to as the "Parties" herein.

WHEREAS, on or about June 26, 2018, the Parties entered into Agreement No. 18-132 ("Agreement"); and

WHEREAS, on or about June 23, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 29, 2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about April 27, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about May 18, 2022, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about June 07, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about July 26, 2022, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, on or about September 2, 2022, the Parties further amended the Agreement via the Sixth Amendment; and

WHEREAS, on or about January 10, 2023, the Parties further amended the Agreement via the Seventh Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended to:

1. Revise **Paragraph III.B1.** to add funding in the amount of $450,886 for Fiscal Year (FY) 2022-23 for a new contract maximum of $5,364,534.16; and

2. Revise **Section XVIII.** of **Exhibit D** to rename section and update new County Insurance requirements; and

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Paragraph III.B1. of the Agreement is hereby amended to read as follows:

B1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **June 30, 2023** shall be no greater than **FIVE MILLION THREE HUNDRED SIXTY-FOUR THOUSAND FIVE HUNDRED THIRTY-FOUR DOLLARS AND SIXTEEN CENTS ($5,364,534.16)** specified as follows:

Scope of Services	**FY 18-19** July 1, 2018 through June 30, 2019	**FY 19-20** July 1, 2019 through June 30, 2020	**FY 20-21** July 1, 2020 through June 30, 2021	**FY 21-22** July 1, 2021 through June 30, 2022	**FY 22-23** July 1, 2022 through June 30, 2023	**Total**
Scope A.1 Clinically Managed Low Intensity Residential Treatment (ASAM Level 3.1)	$522,500	$607,500	$641,500	$701,500	$881,500	$3,354,500
Scope A.2 Clinically Managed High-Intensity Residential Treatment (ASAM Level 3.5)	$55,000	$15,000	$105,000	$45,000	$643,510	$863,510
Scope A.3 Care Coordination Services	$14,814	$4,814	$25,000	$25,000	$40,000	$109,628
Scope A.4 Physician Consultation	$6,510	$6,510	$6,510	$6,510	$6,510	$32,550
Scope A.5 Recovery Residences/ Transitional Living	$120,000	$120,000	$170,000	$170,000	$170,000	$750,000
Scope A.6 Adverse childhood Experiences screenings (ACEs)*	N/A	N/A	$4,100	N/A	N/A	$4,100**
Scope A.7 SABG/ CRRSAA Coronavirus Response and Relief Supplemental Appropriation Act	N/A	N/A	N/A	$90,481.88	$108,878.28	$199,360.16
SABG/ARPA SLE Beds	N/A	N/A	N/A	N/A	$50,886	$50,886
Total	**$718,824**	**$753,824**	**$952,110**	**$1,038,491.88**	**$1,901,284.28**	**$5,364,534.16**

** Any unspent funding in a fiscal year for Scope A.7 may be rolled over into future fiscal years (including any option years) to be used only for Scope A.7. CRRSAA Funding must be fully expended by December 31, 2022.

2. Section **XVIII.** of **Exhibit D** is hereby amended to read as follows:

XVIII. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. *Minimum Scope of Insurance* – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to

endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. *Minimum Limits (as applicable)* – Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, other licensed professional, or other professional contractor (such as computer and software designer) performs work under this Agreement the Contractor must provide this insurance. If not, then this requirement automatically does not apply).

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this Agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. *Other Insurance Provisions*

a. Additional Insured Status – County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage – Contractor's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

d. Waiver of Subrogation – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Contractor changes to a new carrier prior to receipt of any payments due.

6. Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the

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maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and County in the same manner and to the same extent as Contractor is bound to County under the Agreement Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor and/or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor and/or Contractor will provide proof of compliance to County. (Coverage can be provided in the form or an endorsement to Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

3. **Exhibit A.8** is hereby added to **Exhibit A** of the Agreement to read as attached.

4. Except as specifically amended by this Eighth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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IN WITNESS WHEREOF the Parties have executed this Eighth Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:
7AF283AECFBF43C...
Doug Zeck, Executive Director
Yolo Wayfarer Center dba Fourth and Hope

Date: 5/25/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
D196B33D5DAB46E...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: _____
Hope P. Welton, Senior Deputy

Results Based Accountability	
1. Program Purpose	Decrease incidences of substance abuse, reduce incarcerations, and improve the quality of life for beneficiaries.
2. Program Description	Residential Treatment, Case Management, Physician Consultation, and Transitional Living for any eligible Yolo County resident who has been referred to treatment through an authorized Yolo County Substance Use Access Point, or through the Sheriff Department for Electronic Monitoring beneficiaries. Services can include individual and group counseling, drug testing, care coordination for level of care placement, linkage to other necessary services, oversight of complicated co-morbid or co-occurring beneficiary cases, and a safe and secure place to live while receiving other services when appropriate.
3. PM1: How much did we do?	
1.1	*Bi-Annually Reported* • Number of Beneficiaries • Demographics: 1. Age 2. Gender 3. Race/Ethnicity 4. Disability 5. Culture
1.2	*Bi-Annually Reported* Number of referrals/ coordination for other services and referral dispositions
1.3	*Bi-Annually Reported* Number of referrals/ coordination to/with other substance use disorder providers for continued care
1.4	*Bi-Annually Reported* Number of referrals/ coordination to/with other substance use disorder providers for continued care
1.5	*Bi-Annually Reported* Number of total beneficiaries who completed their treatment episode
4. PM2: How well did we do it?	
2.1	*Bi-Annually Reported* • Number of Beneficiaries satisfied with services provided • Percentage of beneficiaries satisfied with services provided *(As collected by question #1-3 on the Consumer Perception Survey)* 1. I like the services that I received here 2. If I had other choices, I would still get services from this agency 3. I would recommend this agency to a friend or family member
2.2	*Annually Reported* • Number of beneficiaries satisfied with access and services provided based on Drug Medi-Cal Organized Delivery System (DMC-ODS) Treatment Perception Survey (TPS).

	• Percentage of beneficiaries satisfied with access and services provided based on Drug Medi-Cal Organized Delivery System (DMC-ODS) Treatment Perception Survey (TPS). *(As collected by TPS Survey – HHSA Reportable Data)*
2.3	*Bi-Annually Reported* • Initiation Rate 1. Number of beneficiaries who receive at least one (1) service (individual, group, collateral, or case management) within fourteen (14) days of a diagnosis being established by your facility. 2. Percentage of beneficiaries who receive at least one (1) or more services (individual, group, collateral, or case management) within fourteen (14) days of a diagnosis being established by your facility.
2.4	*Bi-Annually Reported* • Engagement Rate 1. Number of beneficiaries who receive at least two (2) or more services (individual, group, collateral, or case management) within thirty (30) days of a diagnosis being established by your facility. 2. Percentage of beneficiaries who receive at least two (2) or more services (individual, group, collateral, or case management) within thirty (30) days of a diagnosis being established by your facility.
2.5	*Bi-Annually Reported* • Retention Rate: 1. Number of beneficiaries who stayed for a minimum of two weeks that completed their entire treatment episode *2.* Percentage of beneficiaries who stayed for a minimum of two weeks that completed their entire treatment episode.
2.6	*Bi-Annually Reported* • Number of beneficiaries who were satisfied with access to services. • Percentage of beneficiaries who were satisfied with access to services *(As collected by question #4-8 on the Consumer Perception Survey)* 1. The location of service was convenient (parking, public transportation, distance, etc.) 2. Staff were willing to see me as often as I felt it was necessary 3. Staff returned my calls within 24 hours 4. Services were available at times that were good for me 5. I was able to get all the services I thought I needed.
5. PM3: Is anyone better off?	
3.1	*Bi-Annually Reported* • Number of beneficiaries reporting a reduction in substance use at completion of the program, and • Percentage of beneficiaries reporting a reduction in substance use at completion of the program
3.2	*Bi-Annually Reported* • Number of beneficiaries reporting a reduction in days incarcerated while in treatment, compared to the previous 6 months

	• % of beneficiaries reporting a reduction in days incarcerated while in treatment, compared to the previous 6 months.
3.3	*Bi-Annually Reported* • Percentage reduction of days incarcerated during treatment (1- days incarcerated in treatment/days incarcerated 6 months prior to treatment)
3.4	*Bi-Annually Reported* • Percentage of clients reporting an improvement in outcomes as a result of receiving these services *(as collected by questions 21-28 on the Consumer Perception Survey):* 1. I deal more effectively with daily problems 2. I am better able to control my life 3. I am better able to deal with crisis 4. I am getting along better with my family 5. I do better in social situations 6. I do better in school and/or work 7. My housing situation has improved 8. My symptoms are not bothering me as much

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 39.
Board of Supervisors **Adult & Aging**

Meeting Date:	06/06/2023
Brief Title:	Fourth Amendment to Agreement No. 19-133 with Yolo County Housing Authority
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Karleen Jakowski, Assistant Director, Health and Human Services Agency, x2978
Supervisorial District Impact:	Countywide

Subject
Approve fourth amendment to Agreement No. 19-133 with Yolo County Housing to add funding in the amount of $45,802.90 for 2023-24, for a new contract maximum of $354,016.82, for the period of July 1, 2018 through June 30, 2025, for the provision of property and physical asset management services. (No general fund impact) (Sullivan)

Recommended Action
Approve fourth amendment to Agreement No. 19-133 with Yolo County Housing to add funding in the amount of $45,802.90 for 2023-24, for a new contract maximum of $354,016.82, for the period of July 1, 2018 through June 30, 2025, for the provision of property and physical asset management services.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
In 2010, the County of Yolo and the Yolo County Housing Authority (YCHA) entered into a Memorandum of Understanding for the purpose of obtaining housing that could be used by the County to operate transitional housing programs for consumers of County specialty mental health services. The Funds that originally paid for the purchase and renovation of the two residences were Mental Health Services Act monies allocated to the County of Yolo. Said funds were provided to Yolo County Housing Authority (YHCA) pursuant to the Memorandums of Understanding dated June 21, 2010, which stated that YHCA shall purchase and renovate two single family residences, lease the properties to the County and provide property and physical asset management for the properties at; 1.) 214 Trinity Street, Woodland, Ca 95695 (APN 064-195-08-1); and 2.) 2439 Meadowlark Circle, West Sacramento, Ca 95691 (APN 045-772-07-1). Additionally, the Memorandum of Understanding specified that YCHA will maintain the physical and structural safety of the structures and yards, provide maintenance and repairs for residences. YCHA shall respond within 24 hours to emergency maintenance or repair requests. YCHA shall respond within 72 hours to hazard maintenance or repair requests.

On or about June 25, 2019, the County and YCHA entered into Agreement No. 19-133 which replaced and superseded the 2010 Memorandum of Understanding.

Approval of this amendment will add funding for Fiscal Year 2023-24 which will allow the continued operation of transitional housing programs for consumers of County specialty mental health services. services through June 30, 2024. This Amendment also updates the budget methodology starting in Fiscal Year 2022-23 to reflect a lump sum amount per house rather than breaking down the funding per category per house. This will give more flexibility in processing provider payments.

Performance Measures included in this Agreement are as follows:
Performance Measures are not associated with this Agreement.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.

Competitive Bid Process/Vendor Performance
Per the Procurement Policy dated January 1, 2019, the services included in this agreement are exempt from the competitive selection process, as this agreement is with a local government entity.

Fiscal Information
Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$45,803
Amount budgeted for expenditure	$45,803
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
MHSA	$45,803

Further explanation as needed
No general funds are required by this action. These services will be funded by Mental Health Services Act (MHSA). The action increases the contract maximum by $45,802.90 for a total of $354,016.82 for the period of July 1, 2018 through June 30, 2025. The amount of $45,802.90 will be included in the HHSA proposed budget fiscal year 2023-24.

The following is the breakdown of funding for this agreement.

Fiscal Year 2017-18:

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	HMT A & HMT B Contract Total
Administrative (Includes Salaries)	$4,500	$4,500	$9,000
Utilities	$5,300	$6,400	$11,700
Property Taxes, Assessments, & Fees	$25	$1,325	$1,350
Property Insurance	$225	$275	$500
Background Checks & Other Direct Costs	$200	$200	$400
Maintenance	$2,900	$2,900	$5,800
Sub-Total	$13,150	$15,600	$28,750
Extraordinary Maintenance/Emergency Repairs	$1,000	$1,000	$2,000
Capital Improvements	$0	$0	$0
Flood Insurance	$0	$1,382.92	$1,382.92
Total	$14,150	$17,982.92	$32,132.92

Fiscal Year 2018-19:

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	HMT A and HMT B Contract Total
Administrative (Includes Salaries)	$4,500	$4,500	$9,000
Utilities	$8,026	$6,499	$14,525
Property Taxes, Assessments, & Fees	$0	$1,750	$1,750

Property Insurance (Including Flood Ins.)	$209	$2,782	$2,991
Background Checks & Other Direct Cost	$50	$150	$200
Standard Maintenance	$4,008	$2,233	$6,241
Sub-Total	$16,793	$17,914	$34,707
Extraordinary Maintenance/Emergency Repairs)	$6,500		$6,500
Capital Improvements	$0	$0	$0
Total			$41,207

Fiscal Year 2019-20:

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	HMT A and HMT B Contract Total
Administrative (Includes Salaries)	$5,100	$11,462	$16,562
Utilities	$3,800	$7,500	$11,300
Property Taxes, Assessments, & Fees	$0	$2,133	$2,133
Property Insurance (Including Flood Ins.)	$332	$4,000	$4,332
Background Checks & Other Direct Cost	$865	$650	$1,515
Standard Maintenance	$5,370	$3,500	$8,870
Sub-Total	$15,467	$29,245	$44,712
Extraordinary Maintenance/Emergency Repairs)	$3,500	$1,500	$5,000
Total	$18,967	$30,745	$49,712

Fiscal Year 2020-21:

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	Total
Administrative (Includes Salaries)	$5,100	$4,780.80	$9,880.80
Utilities	$5,300	$2,109.00	$7,409.00
Property Taxes, Assessments, & Fees	$0	$2,255.28	$2,255.28
Property Insurance (Including Flood Ins.)	$332	$3,481.00	$3,813.00
Background Checks & Other Direct Cost	$865	$769.28	$1,634.28
Standard Maintenance	$5,000	$790.45	$5,790.45
Sub-Total	$16,597	$0	$30,782.81
Extraordinary Maintenance/Emergency Repairs)	$3,500	$0	$3,500
Total	$20,097	$14,185.81	$34,282.81

Fiscal Year 2021-22

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	Total
Administrative (Includes Salaries)	$5,100	$5,000	$10,100

Utilities	$5,559	$2,800	$8,359
Property Taxes, Assessments, & Fees	$0	$1,300	$1,300
Property Insurance (Including Flood Ins.)	$353	$4,000	$4,353
Background Checks & Other Direct Cost	$150	$1,000	$1,150
Standard Maintenance	$6,630	$2,500	$9,130
Sub-Total	$17,792	$16,600	$34,392
Extraordinary Maintenance/Emergency Repairs)	$3,500	$5,000	$8,500
Rehab/Repairs	$	$64,365.38	$64,365.38
Total	$21,292	$85,965.38	$107,257.38

Fiscal Year 2022-23

HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	Total
$22,021.81	$21,600.00	$43,621.81

Fiscal Year 2023-24

HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	Total
$23,122.90	$22,680.00	$45,802.90

Attachments

Att. A. Fourth Amendment

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/26/2023 12:56 PM
Financial Services	Matt Robertson	05/26/2023 02:04 PM
County Counsel	Hope Welton	05/26/2023 02:10 PM
Shapree Butler	Shapree Butler	05/26/2023 02:14 PM
Form Started By: Kimberly Mayfield		Started On: 05/09/2023 01:04 PM
Final Approval Date: 05/26/2023		

FOURTH AMENDMENT
(BOS AGREEMENT NO. ____-_____)

This Fourth Amendment to Agreement No. 19-133 ("Fourth Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California ("County"), and Yolo County Housing, a public body corporation and politic ("YCH"), jointly referred to as the "Parties" herein.

WHEREAS, on or about June 25, 2019, the Parties entered into Agreement No. 19-133 ("Agreement"); and

WHEREAS, on or about June 23, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 8, 2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about March 22, 2022, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph B.2.** of **Exhibit B** to:
    a. adjust the budget for Fiscal Year (FY) 2022-23 to update the budget methodology; and
    b. add a budget for FY 2023-24 with funding in the amount of $45,802.90 for a new contact maximum of $354,016.82.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph B.2 of **Exhibit B** to the Agreement is hereby amended to read as follows:

2. Any other provision of this Agreement notwithstanding, the maximum payment obligation to YCH through **June 30, 2025,** shall be no greater than **THREE HUNDRED FIFTY-FOUR THOUSAND SIXTEEN DOLLARS AND EIGHTY-TWO CENTS ($354,016.82)** specified as follows.

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Fiscal Year 2017-18:

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	HMT A & HMT B Contract Total
Administrative (Includes Salaries)	$4,500	$4,500	$9,000
Utilities	$5,300	$6,400	$11,700
Property Taxes, Assessments, & Fees	$25	$1,325	$1,350
Property Insurance	$225	$275	$500
Background Checks & Other Direct Costs	$200	$200	$400
Maintenance	$2,900	$2,900	$5,800
Sub-Total	**$13,150**	**$15,600**	**$28,750**
Extraordinary Maintenance/Emergency Repairs	$1,000	$1,000	$2,000
Capital Improvements	$0	$0	$0
Flood Insurance	$0	$1,382.92	$1,382.92
Total	**$14,150**	**$17,982.92**	**$32,132.92**

Fiscal Year 2018-19:

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	HMT A and HMT B Contract Total
Administrative (Includes Salaries)	$4,500	$4,500	$9,000
Utilities	$8,026	$6,499	$14,525
Property Taxes, Assessments, & Fees	$0	$1,750	$1,750
Property Insurance (Including Flood Ins.)	$209	$2,782	$2,991
Background Checks & Other Direct Cost	$50	$150	$200
Standard Maintenance	$4,008	$2,233	$6,241
Sub-Total	**$16,793**	**$17,914**	**$34,707**
Extraordinary Maintenance/Emergency Repairs)	$6,500		$6,500
Capital Improvements	$0	$0	$0
Total			**$41,207**

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Fiscal Year 2019-20:

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	HMT A and HMT B Contract Total
Administrative (Includes Salaries)	$5,100	$11,462	$16,562
Utilities	$3,800	$7,500	$11,300
Property Taxes, Assessments, & Fees	$0	$2,133	$2,133
Property Insurance (Including Flood Ins.)	$332	$4,000	$4,332
Background Checks & Other Direct Cost	$865	$650	$1,515
Standard Maintenance	$5,370	$3,500	$8,870
Sub-Total	**$15,467**	**$29,245**	**$44,712**
Extraordinary Maintenance/Emergency Repairs)	$3,500	$1,500	$5,000
Total	**$18,967**	**$30,745**	**$49,712**

Fiscal Year 2020-21:

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	Total
Administrative (Includes Salaries)	$5,100	$4,780.80	$9,880.80
Utilities	$5,300	$2,109.00	$7,409.00
Property Taxes, Assessments, & Fees	$0	$2,255.28	$2,255.28
Property Insurance (Including Flood Ins.)	$332	$3,481.00	$3,813.00
Background Checks & Other Direct Cost	$865	$769.28	$1,634.28
Standard Maintenance	$5,000	$790.45	$5,790.45
Sub-Total	**$16,597**	$0	**$30,782.81**
Extraordinary Maintenance/Emergency Repairs)	$3,500	$0	$3,500
Total	**$20,097**	**$14,185.81**	**$34,282.81**

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Fiscal Year 2021-22

Budget Items	HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	Total
Administrative (Includes Salaries)	$5,100	$5,000	$10,100
Utilities	$5,559	$2,800	$8,359
Property Taxes, Assessments, & Fees	$0	$1,300	$1,300
Property Insurance (Including Flood Ins.)	$353	$4,000	$4,353
Background Checks & Other Direct Cost	$150	$1,000	$1,150
Standard Maintenance	$6,630	$2,500	$9,130
Sub-Total	**$17,792**	**$16,600**	**$34,392**
Extraordinary Maintenance/Emergency Repairs)	$3,500	$5,000	$8,500
Rehab/Repairs	$	$64,365.38	$64,365.38
Total	**$21,292**	**$85,965.38**	**$107,257.38**

Fiscal Year 2022-23

HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	Total
$22,021.81	$21,600.00	**$43,621.81**

Fiscal Year 2023-24

HMT A (214 Trinity Street, Woodland, CA 95695)	HMT B (2439 Meadowlark Circle, West Sacramento, CA 95691)	Total
$23,122.90	$22,680.00	**$45,802.90**

County and YCH acknowledge and agree that the source of funds for the purchase and renovation of the Residences was Mental Health Services Act monies allocated to the County of Yolo. Said funds were provided to YCH for the purchase and renovation of the Residences pursuant to the Memorandums of Understanding between County and YCH dated January 10, 2008 and June 24, 2008 for the purpose of obtaining housing that could be used by County for operating transitional housing programs for mental health clients.

2. Except as specifically amended by this Fourth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

//

IN WITNESS WHEREOF the Parties have executed this Fourth Amendment as of the day and year last set forth below.

YCH

Ian Evans

Ian Evans, Executive Director
Yolo County Housing

Date: 5/25/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

Nolan Sullivan Digitally signed by Nolan Sullivan Date: 2023.05.26 10:38:13 -07'00'

Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 40.
Board of Supervisors **Adult & Aging**

Meeting Date:	06/06/2023
Brief Title:	Agreement with Netsmart Technologies, Inc.
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Karleen Jakowski, Assistant Director, Health and Human Services Agency, x2978
Supervisorial District Impact:	Countywide

Subject
Approve agreement with Netsmart Technologies, Inc. in the amount of $1,950,000 for the period of July 1, 2023 through June 30, 2026 for the provision of computer technical support and maintenance for Avatar Management Information System (the County's Electronic Health Record "EHR"). (No general fund impact) (Sullivan)

Recommended Action
Approve agreement with Netsmart Technologies, Inc. in the amount of $1,950,000 for the period of July 1, 2023 through June 30, 2026 for the provision of computer technical support and maintenance for Avatar Management Information System (the County's Electronic Health Record "EHR").

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
Avatar was chosen, in part, due to its ability to meet the State and Federal reporting requirements for Medi-Cal Specialty Mental Health Services and Drug Medi-Cal Services as well as the ability to provide technical and physical security as required by the national standards Health Insurance Portability and Accountability Act (HIPAA) of 1996. Avatar can track eligibility, billing, payment application, appointment scheduling, medical records maintenance, and critical data items.
This Agreement with Netsmart will provide the County with the necessary licenses to continue utilizing Avatar as the County's Electronic Health Records (EHR) system. It will also allow Netsmart to continue to provide technical support and maintenance that will enable HHSA to fully utilize its database, including remote hosting. More specifically, this effort will allow HHSA to continue the transmittal of required information to the State Department of Healthcare Services in a timely manner, the completion of State and Federal billing and reporting requirements, and the effective tracking of the clinical services that HHSA provides to consumers.

In addition to the support and maintenance services, this Agreement also includes the following:
1. An annual fee for Electronic Signature Pads.
This allows staff to work more efficiently with consumers in the field as well as the office, to gain signature consent for treatment and services, release of information, etc.

2. Order Connect e-Prescribing Module
The Order Connect suite is an e-Prescribing and medication management product. The full version of this product has the ability to exchange web-based pharmaceutical information with defined allied healthcare partners. This will allow the medical prescribers on HHSA staff to increase efficiency and accuracy, ensuring prescriptions are sent to the appropriate pharmacy, decrease, if not eliminate lost prescriptions, thus speeding up the provision of our consumers medication support.

3. Enlighten Analytics

A powerful management tool that helps clients understand their organization's strengths and opportunities for improvement compared to similar organizations regionally and nationally. Transforms data into actionable information an organization can use. Encompasses hundreds of behavioral health and human services metrics in the clinical, operational, financial and organizational climate realms of performance.

4. Document Capture [Point of Service (POS) Scanning and Batch Imaging]
Allows for the scanning, importing and archiving of cards, images and forms from a paper to electronic format. Point of Service provides staff the ability to quickly and easily scan, capture and organize low volume scanned images. Batch Imaging provides staff the ability to scan large volumes of documents without presorting/separating by patient or document type in advance. The document batch can then be manually organized / separated by patient, document type, or episode using an ImageNow eForm.

5. MyAvatar Hosting (Simplify System Management and Maintenance)
Netsmart Plexus™ Cloud offers a secure hosting environment for Netsmart CareRecords™ (EHR solutions), as well as all your other enterprise applications used throughout an organization. Clients are hosted in fully redundant TIER 3 class data centers with SSAE16-certified operations. Plexus Cloud is a cost-efficient service that ensures information systems are accessible yet secure, allowing organizations to focus on their core mission: providing the highest quality care possible to populations they serve.

6. ICD-10 Upgrade Subscription
This latest version of the DSM manual includes significant changes to the way that a diagnosis is recorded including the removal of all Axes designations. As a result of these changes, Netsmart Technologies, Inc. has made changes to the existing myAvatar platform to support these transitions.

7. Meaningful Use Certification Module
Meaningful Use is comprised of four software components; Health Information Exchange (Connect/Care Quality), OrderConnect; and Care Guidance/Clinical Quality Metrics. A description for each component is provided below:
a. Health Information Exchange:
    i. CareConnect enables the sharing of clinical information between and among providers involved in the care of a consumer and with other entities such as Regional Health Information Organizations (RHIOs). CareConnect works with the Netsmart enterprise system to provide a secure way to exchange clinical and administrative information. It is the vehicle for Clinical Information Exchange.
    ii. Carequality builds on data exchange relationships and agreements you already have in place, and expands their reach. We do this by connecting what we call Implementers, who might be HIEs, EHR vendors, payers, clearinghouses, or other types of organizations. Carequality Implementers provide access to data from many different sources. When you get a cell phone, you sign up for service with a network provider and then can make calls to anyone, regardless of their provider. Carequality brings that concept to health IT. Once you have connectivity services from one of our Implementers, you can exchange records with any other participant regardless of their Implementer.
b. OrderConnect is Netsmart's Surescripts Certified Secure Web-based electronic prescribing, order tracking management system. OrderConnect helps providers improve quality of care, reduce medication errors and meet criteria to receive Medi-Cal and Medicare funds for Meaningful Use of an Electronic Health Record (EHR). It is fully integrated with Netsmart's enterprise solutions.
c. Care Guidance is a module that provides reports and monitoring metrics for Meaningful Use Measures and Clinical Quality Measures. Dashboards and alerts support clinician awareness and help organizations to improve care and outcomes. Beyond regulated reporting, Netsmart's Care Guidance for Meaningful Use Stage 2 includes the ability to benchmark an organization's performance on all required Clinical Quality Metrics as data becomes available in 2015. As Centers for Medicare & Medicaid Services (CMS) potentially changes the Meaningful Use menu requirements year to year, Care Guidance subscription covers these changes.

8. KPI Dashboards
Tracking key performance indicators (KPIs) is an essential step to becoming a truly data-driven organization. KPI Dashboards provide at-a-glance metrics to clinical, financial and operational decision-makers to determine if your organization is moving in the right direction to achieve organizational goals. The solution organizes and presents information to the user in a way that is easy to read and share with others.
This dashboard solution provides snapshot views for clinical, financial and operational data of select KPIs, as well as the ability to create user-defined views and filter aggregated data by program, service type, caseload and more. Flexibility and ease of use mean performance measures can be shared regularly with staff members who can affect these key metrics through performance and outcomes. As a result, your organization can make steady, measurable progress toward well-defined goals.

9. Managed Services Organization (MSO)
A uniquely adaptable system which serves the specialized needs of states, counties, Managed Care Organizations,

specialty networks, and providers attempting to carefully monitor both at-risk and non-risk contracts. This application is an add-on feature to Avatar. This will assist with providing contract monitoring and authorization monitoring from within Avatar.

Performance Measures included in this Agreement are as follows:
Performance Measures are not associated with this Agreement.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On May 10, 2023, the Yolo County Procurement Manager approved a sole/single source procurement for these services.

Procurement reviewed HHSA's request and determined that it was in the best interest of the County to renew the agreement, based on satisfactory service/reasonable prices and to avoid the interruption of County business. Without a sole source approval and renewal of the agreement with the vendor, the County would lose their EHR system and loss of revenue. Factors considered, included but were not limited to:

1) Avatar is our only EHR for BH services, to which we have 100% dedicated resources, and expanding access to providers; 2) satisfactory vendor performance-vendor is the sole creator and maintainer of the Avatar system; 3) vendor works closely with HHSA staff and ensures our annual committed funds are reasonable and appropriate and ensures annual increases are not outrageous; and 4) loss of revenue-unable to document services provided and thus be unable to claim reimbursement for Medi-Cal services from the state.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$650,000
Amount budgeted for expenditure	$650,000
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$650,000

Source of Funds for this Expenditure	
MHSA	$650,000

Further explanation as needed
No general funds are required by this action. These services will be funded by MHSA. The total amount of this action is $1,950,000 for the period of July 1, 2023 through June 30, 2026. The amount of $650,000 is included in the HHSA recommended budget for fiscal year 2023-24. The related funding will be included in the requested budget process for future fiscal years.

The funding breakdown per fiscal year is provided below:

Total Maximum Amount of This Agreement			
	FY 2023-24	FY 2024-25	FY 2025-26
COMMITTED FUNDS	$517,058.49	$537,740.83	$559,250.47
DISCRETIONARY FUNDS	$132,941.51	$112,259.17	$90,749.53
Totals	$650,000.00	$650,000.00	$650,000.00
Agreement Total (All Fiscal Years) = $1,950,000.00			

Attachments

Att. A. Agreement

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/26/2023 12:56 PM
Financial Services	Matt Robertson	05/26/2023 02:34 PM

County Counsel	Hope Welton	05/26/2023 03:42 PM
Shapree Butler	Shapree Butler	05/26/2023 03:49 PM

Form Started By: Kimberly Mayfield
Started On: 05/09/2023 03:49 PM
Final Approval Date: 05/26/2023

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Netsmart
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MASTER AGREEMENT

This Master Agreement ("**Agreement**") is made this 1st day of July, 2023 (the "Effective Date"), by and between Netsmart Technologies, Inc. ("Netsmart") and the County of Yolo ("Client"), who agree as follows:

Netsmart Technologies, Inc. 11100 Nall Avenue Overland Park, KS 66211 ("**Netsmart**")	**County of Yolo, State of California** 137 N Cottonwood St Woodland, CA 95695-6646 ("**Client**") State tax exempt: No
Attention: Joseph McGovern, EVP Telephone No: (631) 968-2012 E-mail Address: jmcgovern@ntst.com Legal notices to be sent to: Contracts_Notice@ntst.com	Attention: Mila Green Telephone No: 530-379-5522 E-mail Address: Mila.Green@yolocounty.org Legal notices to be sent to: HHSAContracts@yolocounty.org

This Agreement sets forth the terms and conditions for the licenses, solutions, hardware insurance requirements and services provided by Netsmart to Client.

CONTRACTOR

DocuSigned by:
Joseph McGovern
ED3385E841C5480...
Joseph McGovern
Executive Vice President
Netsmart Technologies, Inc.

Date: 5/25/2023

COUNTY OF YOLO

_____
Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

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TERMS AND CONDITIONS

1. DEFINITIONS

Each capitalized term used in this Agreement shall have the following meaning:

a. "**Confidential Information**" means all technical, financial and other information that is disclosed by either party to the other, whether orally or in writing, any disputes, status reports, scheduling updates, workflows, forms, reporting, the terms of this Agreement, pricing, Services, Work Product, data (other than Protected Health Information which is protected in accordance with the BAA), Documentation, all non-public information related to Netsmart products, services and methodologies. "Confidential Information" does not include information (a) publicly available through no breach of this Agreement; (b) rightfully acquired from a third party having a bona fide right to disclose or make the same available; (c) independently developed or previously known by a party; or (d) Protected Communication.

b. **"Data"** means all information collected, stored, processed or generated through Client's use of the Software Services.

c. "**Documentation**" means the description and features of the Licensed Software and Software Services as set forth on the Netsmart Wiki, which includes release notes. The Netsmart Wiki can be accessed via the application or the NetsmartConnect support portal.

d. "**First Productive Use**" means the date that Data is being accessed or entered in the Software Services for processing or review in Client's commercial environment.

e. "**Force Majeure**" mean acts or events beyond its reasonable control, including but not limited to, acts of nature, governmental actions, acts of terrorism, fire, labor, civil disturbances, pandemics, transportation problems, interruptions of power supply or communications, breakdown of internet service provider and natural disasters, any of which makes performance impossible.

f. "**Hardware Configuration**" means the hardware required to install and/or operate the Licensed Software or Software Services as set forth at https://wikihelp.ntst.com/Special:Userlogin?returntotitle=Req#tab=login, Username: Netsmart_Prospect and Password: Netsmart1.

g. "**Licensed Software**" means the Netsmart commercial computer software programs in object code form listed in a Purchase Agreement and their associated Documentation.

h. "**Problem or Defect**" means any failure of the Licensed Software or Software Services to operate in substantial conformance with the Documentation.

i. **"Protected Communication"** mean those communications protected under 45 CFR § 170.403, Communications, of the 21st Century Cures Act (the "Communications Rule"), regarding the usability, interoperability or security of the Netsmart Licensed Software or Software Services; relevant information regarding users' experiences when using the Licensed Software or Software Services; Netsmart's business practices related to exchanging electronic health information; and the manner in which a user uses the Licensed Software or Software Services.

j. "**Purchase Agreement**" means a document executed by the parties (such as a quote or addendum) setting forth the items being purchased by Client, which will be subject to and incorporated into this Agreement.

k. "**Scope of Use**" means a metric used to define the limits of the products and services as provided for in the Agreement (i.e. number of concurrent users).

l. "**Services**" means the implementation, training, Software Services, Support Services and other services to be provided by Netsmart under this Agreement.

m. "**Software Services**" or "**SaaS**" means the right to access the Licensed Software and/or Third Party Products in a cloud computing environment in accordance with the SOW, together with the Support Services.

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n. "**Statement of Work**" or "**SOW**" means the scope for the implementation of the Software Services.

o. "**Support Services**" means the application maintenance and support services provided by Netsmart for the Software Services.

p. "**Third Party Products**" means any commercial software product acquired by Netsmart from an outside vendor on behalf of Client.

q. "**Work Product**" means any documentation, technique, methodologies, inventions, reports, software, or procedures developed, conceived or introduced by Netsmart during the course of this Agreement, whether acting alone or in conjunction with Client or its employees, Users or others. Work Product does not include any Client Confidential Information or Data.

2. SOFTWARE SERVICES LICENSE RIGHTS

a. Software Services License. Netsmart hereby grants Client a non-exclusive, royalty-free, non-transferable subscription license to use the Software Services only:

i. for Client's internal business purposes and not to process the data of any other entity; and

ii. to support the Scope of Use for the Software Services set forth on the applicable Purchase Agreement(s).

b. License Rights. The license rights granted in this section may be exercised by Client, its employees and independent contractors (provided that such independent contractors are not competitors of Netsmart) (each a "**User**"). Client shall be responsible for each User(s) compliance with the terms of this Agreement.

c. License Restrictions. Except as expressly stated in this Agreement, no other rights, express, implied or otherwise, are granted to Client and Netsmart reserves all rights not expressly granted herein. Client will not permit the Software Services or Third Party Products (i) to be disassembled or reverse engineered, (ii) to be sold, disclosed, leased, subleased, lended or otherwise made available to others including third party hosting providers, (iii) to be or attempted to be accessed, modified, make additions to or altered, (iv) make any derivations, adaptations, or translations in whole or in part, and/or (v) to be used to develop functionally similar computer software or to otherwise compete with Netsmart. No copies of the Software Services or Third Party Products may be made by Client without the prior written consent of Netsmart except for backup purposes in accordance with normal data processing practices. Client agrees to reproduce any copyright notices and/or other proprietary legends, regardless of form, contained in, affixed to, or appearing on the Software Services and Third Party Products.

d. Third Party Products. Third Party Products are licensed subject to the same restrictions as are set forth in this Agreement. Third Party Products are also subject to and Client agrees to the pass through terms that apply to those Third Party Products at https://www.ntst.com/lp/pass-through-terms. Notwithstanding the foregoing, nothing contained in the third party pass through terms will diminish Netsmart's obligations under this Agreement.

e. Software Title. The Software Services are proprietary to Netsmart and are based upon and contain trade secrets and other Confidential Information. Netsmart reserves title to the Software Services and all other rights not expressly granted herein.

f. Scope of Use Audit. Client acknowledges that Netsmart has access to view Client's actual Scope of Use and will periodically verify Client's actual Scope of Use of the Software Services. Should this verification identify usage of the Software Services in excess of the Scope of Use contracted for, Client agrees to true-up the Scope of Use to the current usage levels.

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3. SERVICES

a. Implementation. The Statement of Work will set forth the tasks to be performed by each party, the time frames in which such tasks will be performed, and will identify the roles and responsibilities of the persons who will be provided by Client to support the implementation.

b. Support Services. Netsmart agrees to provide Support Services in accordance with the terms set forth on Schedule A.

c. Data Services. To the extent permitted by applicable law, Netsmart may (i) use and disclose Data as necessary to perform, analyze and improve the Services; (ii) use and disclose Data to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law HIPAA and (iii) deidentify PHI in accordance with the standards set forth in HIPAA and use and disclose such deidentified data.

d. Data Security. Netsmart has a risk-based, independent third-party-audited Information Security Management System ("**ISMS**") designed to enable Software Services and Support Services to be delivered in a secure manner and protect against threats to the security or integrity of Client's Data. Netsmart aligns its ISMS with the National Institute of Standards and Technology (NIST) cybersecurity framework. Netsmart annually agrees to undergo SSAE18 SOC 2 Type 2 review of its data center operations and agrees to provide a summary of the report upon Client's request.

e. Suspension of Services. Netsmart may, upon advance written notice to Client, suspend Services without liability to Client in the event of (i) a threat to the security of Netsmart's systems, the Services, or (ii) Client's undisputed invoices are overdue and written notice has been provided by Netsmart, in addition to any other rights or remedies, including termination of the Agreement.

4. PAYMENTS

a. Payments. Invoices are payable net thirty (30) days after invoice date. Failure to make timely payment is considered a material breach of the Agreement.

b. Annual Increases. Netsmart agrees that it will not revise any recurring fees during the first year of this Agreement. Thereafter, any recurring fees will be increased annually at a rate of **5%** or the most recent increase in the US Bureau of Labor Statistics Consumer Price Index for All Urban Consumers (CPI-U) - Medical Care, whichever is greater. Netsmart may further increase recurring fees for Third Party Products, if such increase from Netsmart's third party supplier exceeds the amount permitted under this Section. Netsmart agrees any such additional increase shall be at the same rate charged by the third party supplier.

c. Taxes. The fees set forth in this Agreement do not include any taxes. Where applicable, taxes will be added to the fees, and Client will pay amounts equal to any taxes (however designated, levied, or based) on such fees including, but not limited to, state and local sales, privilege, property, use or excise taxes, but not including taxes based on the net income of Netsmart. If Client is tax exempt, Client will provide Netsmart a certificate of exemption from taxes.

5. WARRANTIES

a. Functionality Warranty. Netsmart warrants that the Software Services will substantially conform in all material respects with the Documentation, provided Client is on the most current or next to most current version of the Software Services and no modifications, additions or alterations of any kind have been made. In the event of a breach of the foregoing warranty and provided Client is receiving Support Services, Netsmart will (i) correct any reproducible Problems or Defects in the Software Services which prevent it from operating in substantial conformance with the Documentation; or (ii) provide a commercially reasonable alternative that will substantially conform with the Documentation in accordance with the Support Services provisions set forth in Schedule A. The foregoing warranty will only apply if Client meets the Hardware Configuration. CLIENT'S EXCLUSIVE REMEDY UNDER THIS SECTION AND NETSMART'S SOLE OBLIGATION IS TO MODIFY THE

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SOFTWARE SERVICES TO ELIMINATE THE PROBLEM OR DEFECT. IN THE EVENT NETSMART CANNOT MODIFY OR ELIMINATE THE PROBLEM OR DEFECT, CLIENT MAY TERMINATE THE AGREEMENT PURSUANT TO THE TERMINATION SECTION AND SEEK ALL AVAILABLE REMEDIES AT LAW AND IN EQUITY.

b. Services Warranty. Netsmart warrants that the Services will be performed in a professional manner in accordance with the terms in this Agreement.

c. Disclaimer Of All Other Warranties. THE FOREGOING WARRANTIES ARE IN LIEU OF ALL OTHER WARRANTIES AND CONDITIONS EXPRESS OR IMPLIED, WHETHER IN RELATION TO THE SOFTWARE SERVICES, HARDWARE OR THE PROVISION OF ANY SERVICES INCLUDING, BUT NOT LIMITED TO, THOSE CONCERNING MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE OR ARISING BY TRADE USAGE OR COURSE OF DEALING.

6. LIMITATION OF LIABILITY

a. LIMITATION ON DAMAGES. EXCEPT FOR A BREACH OF THE LICENSE RESTRICTIONS, IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES.

b. LIMITATION ON CUMULATIVE LIABILITY. EXCEPT FOR INFRINGEMENT INDEMNIFICATION OBLIGATIONS, THE MAXIMUM AGGREGATE LIABILITY OF NETSMART TO CLIENT FOR ANY ACTUAL OR ALLEGED DAMAGES ARISING OUT OF, BASED ON OR RELATING TO THIS AGREEMENT, WHETHER BASED UPON BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE), WARRANTY OR ANY OTHER LEGAL THEORY, WILL NOT EXCEED THE FEES PAID TO NETSMART FOR THE IMPACTED PRODUCTS AND SERVICES DURING THE PRIOR TWELVE (12) MONTH PERIOD PRECEDING THE EVENT GIVING RISE TO THE CAUSE OF ACTION.

7. INDEMNIFICATION

a. Infringement Indemnification. Netsmart will defend, indemnify and hold harmless Client and its officer, directors, employees and agents from and against third party claims, liabilities, obligations, judgements, causes of action (the "**Claim**"), and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of an allegation that the use of the Software Services infringes a third party's U.S. patent, trademark, copyright or other third party intellectual property right. In the event such an infringement is found, Netsmart will at its option and expense, and as Client's sole and exclusive remedy, procure the right to continued use of the Software Services, replace or modify the Software Services with a non-infringing program, or terminate the license of the Software Services, and will refund to Client a pro rata refund of fees prepaid for Software Services not yet provided. Netsmart's indemnification obligations will not apply to the extent the Claim is based upon (i) the use of the Software Services in violation with the terms of this Agreement; (ii) the use of the Software Services in combination with other products or services not made or furnished by Netsmart, provided that the Software Services alone are not the cause of such Claim; (iii) the modification, additions or alterations of the Software Services or any portion thereof by anyone other than Netsmart, provided that the Software Services in unmodified form are not the cause of such Claim; or (iv) the use of Software Services not updated to the latest version offered by Netsmart, where such version cures the infringement.

b. Client Indemnification. Client will indemnify, defend and hold harmless Netsmart and its officer, directors, employees and agents from and against all Claims, and associated costs and expenses (including reasonable attorneys' fees) to the extent arising out of or resulting from Client's misuse of the Software Services, or any claim by any party receiving services from Client.

c. Indemnification Process. Upon becoming aware of any matter which is subject to the provisions of the Indemnification Section, the party seeking indemnification must (i) give prompt written notice of such Claim to the other party; (ii) provide the indemnifying party with the authority, information and assistance to defend or settle the Claim; and (iii) not materially prejudice the indemnifying party's ability to defend or settle the Claim. The indemnifying party has the right to control and defend the Claim at its own expense and with its own counsel and to settle the Claim so long as such settlement does not require the indemnified party to pay any money or

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admit any liability without the indemnified party's prior written consent. The indemnified party will have the right, at its option, to participate in the defense of the Claim with its own counsel at its own expense.

8. TERM AND TERMINATION

a. Term. The Term of the Agreement shall be effective on July 1, 2023, through June 30, 2026 ("Initial Term"). At the expiration of the initial Term, the Service(s) will be automatically renewed on an annual basis on the anniversary of the Effective Date for additional two year terms ("**Option Term**"). Either party may terminate the Service(s) as of the last day of the initial Term or any Option Term, by providing ninety (90) days written notice of termination prior to the last day of the initial Term, or the last day of any Option Term.

b. Termination. Either party may terminate this Agreement or a Purchase Agreement, if the other party is in material breach by sending a written notice specifying each breach with reasonable detail, unless (i) the breaching party has cured the breach within thirty (30) days of receipt of written notice, or (ii) with respect to a breach which may not be reasonably cured within the 30-day period, the breaching party is diligently pursuing cure of, and cures the breach as soon as practicable. In the event this Agreement is terminated due to a breach by Client, within thirty (30) days of the date of termination of this Agreement, Client will erase from all computer storage any image or copies of the Software Services, related documentation and will certify in writing to Netsmart that the original and all copies of such property have been destroyed. In the event of termination, Client shall be responsible for all fees related to software and Services rendered through the effective date of such termination.

c. Copy of Data upon Termination. Upon termination of the Agreement, Netsmart will make a machine readable backup copy of the Data available to Client at no additional cost, in an SQL backup file (.bak) format. The backup file will be delivered via Secure FTP or on an encrypted disc as requested by Client. Netsmart retains no rights or ownership to the Data.

d. Survival. Notwithstanding any termination of this Agreement for any reason, the terms and conditions set forth in the following Sections of this Agreement will survive and will be binding on the representatives, successors, heirs and assignees of the parties: Limitation of Liability, Indemnification (with respect to claims arising prior to termination), Confidentiality, and General Provisions.

9. CONFIDENTIALITY

a. Confidential Information. Except as permitted in this Agreement, neither party will, nor will they permit their employees, agents, attorneys or independent contractors to, disclose, use, copy, distribute, sell, license, publish, reproduce, or otherwise make available Confidential Information of the other party. Each party agrees to secure and protect the other party's Confidential Information using the same standard of care, but in no event less than reasonable care, that it uses to protect its own Confidential Information. Each party agrees to require their respective employees, agents, attorneys, and independent contractors who have a need to access Confidential Information to be bound by confidentiality obligations sufficient to protect the Confidential Information. Either party may disclose the other party's Confidential Information to the extent required by applicable law or regulation, provided that, as permitted, it notifies the other party in writing as soon as practicable prior to such disclosure. Notwithstanding the foregoing, Netsmart shall not prohibit or restrict or engage, nor shall anything contained herein be construed to permit or allow Netsmart to engage in a practice that prohibits or restricts Client from any Protected Communications that are entitled to unqualified protection as defined and required under the ONC Final Rules (45 C.F.R. Parts 170 and 171). Client recognizes that Netsmart has a legitimate interest in the Protected Communications and that if Netsmart is not made aware of the issues that may be detailed in a Protected Communication, Netsmart is not able to resolve, correct or explain them. Netsmart encourages Client to report all such issues included in Protected Communications through Netsmart's standard support process. Netsmart reserves all rights to assert that any prohibition or restriction imposed by Netsmart on Protected Communications is permitted because it is not entitled to unqualified protection under 45 C.F.R. 170.403(a)(2)(ii).

b. HIPAA. The parties agree to comply with the Business Associate Agreement ("**BAA**") attached hereto and incorporated by reference.

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10. INTELLECTUAL PROPERTY

Netsmart retains all right, title and interest, including intellectual property rights and all other rights in the Licensed Software, Software Services, Services and Work Product. Netsmart grants to Client a non-exclusive, non-transferable license to use Work Product for Client's own internal business purposes in conjunction with the Software Services during the Term and for no other purpose.

11. FORCE MAJEURE

Except for obligations to pay for Services performed or products delivered, neither party will be responsible for delays or failures in performance resulting from an event of Force Majeure. The delayed party will perform its obligations within a reasonable time after the cause of the failure has been remedied, and the other party will accept the delayed performance.

12. GENERAL PROVISIONS

a. Governing Law. This Agreement will be interpreted and enforced in accordance with the laws of the State of California. Both parties agree this Agreement does not constitute a consumer transaction.

b. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the matter contained herein. There are no promises, covenants or undertakings contained in any other written or oral communication. In the event of any conflict between or among the documents comprising this Agreement, the latest dated agreement will prevail. This Agreement may not be modified except in writing and signed by authorized representatives of the parties.

c. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, deposited with the U.S. Postal Service (certified mail, return receipt requested). Notices to Client and Netsmart will be sent to the addresses first set forth on the first page of this Agreement. Notices to Netsmart will be sent "Attention: Corporate Counsel" and emailed to Contracts_Notice@ntst.com. Notices will be effective upon the date when delivery is either effected or refused.

d. Waiver. A waiver or consent to any term, condition, right or remedy under this Agreement must be in writing to be effective. Failure of either party to enforce any term or condition of this Agreement will not constitute a waiver of such term or condition. No waiver or consent for any one matter will be a waiver or consent for any subsequent or different matter.

e. Insolvency. In the event that either party will cease conducting business in the normal course, becomes insolvent, makes a general assignment for the benefit of creditors, suffers or permits the appointment of a receiver for its business or assets, or avails itself of, or becomes subject to, any proceeding under a Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, which is not discharged within ninety (90) days, then (at the option of the other party) this Agreement will terminate and be of no further force and effect and any property or rights of such other party, whether tangible or intangible, will forthwith be returned to it.

f. Assignment. Client may not assign this Agreement or any of the licenses herein, without the prior written consent of Netsmart, except to an assignee who acquires all or substantially all of the assets of Client, is not a competitor of Netsmart and has financial resources at least equal to those of Client. Any permitted assignee will assume in writing, all obligations of the assignor.

g. Exclusion. Netsmart acknowledges that to the best of its knowledge neither Netsmart nor its employees providing services hereunder are listed on the Office of Inspector General (OIG) List of Excluded Individuals/Entities (LEIE) as ineligible to participate in any federal health care program.

h. Medicare Access to Records Clause. If this Agreement is deemed subject to 42 U.S.C. § 1395x(v)(1)(I) and 42 C.F.R. Part 420, Subpart D 420.300 et seq., then in accordance with such law, Netsmart shall, until the expiration of four (4) years after the furnishing of any Medicare reimbursable services pursuant to this Agreement, upon written request, allow the Comptroller General of the United States, the Secretary of Health and Human Services,

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and their duly authorized representatives access to this Agreement and to Netsmart's books, documents and records necessary to certify the nature and extent of costs of Medicare reimbursable services provided under this Agreement.

i. Publicity. Upon prior written approval, Client authorizes Netsmart to identify Client as a client, and to use Client's name and logo in any of Netsmart's advertising copy, promotional material or press releases.

j. Arbitration and Injunctive Relief. Netsmart and Client will work cooperatively to resolve any dispute arising out of or relating to this Agreement ("Dispute") amicably at appropriate management levels. If a Dispute remains unresolved and a party wishes to initiate a formal dispute, the party will submit the Dispute to binding arbitration in the State of California under the Federal Arbitration Act ("FAA") and under the then-current Commercial Arbitration Rules of the American Arbitration Association, Inc. ("AAA"). The arbitrator will follow the Federal Rules of Evidence. The provisions of this Agreement will control over both the rules and procedures of the FAA, AAA and the Federal Rules of Evidence. Each party will bear their own fees, expenses and costs incurred in connection with the arbitration, but the parties will share equally the fees and expenses of the arbitrator. Judgement on any arbitration award may be entered and enforced in any court of competent jurisdiction. No action, regardless of form, arising out of this Agreement will be brought more than one (1) year after the cause of action accrues. Each party acknowledges that any breach of its obligations with respect to the other party's confidentiality and intellectual property rights may result in irreparable injury for which monetary damages will not be adequate and the non-breaching party is entitled to seek injunctive relief in addition to any other relief a court may deem proper.

k. Practice of Medicine and Accuracy of Information. Client acknowledges and agrees that the Software Services and Services are information management tools, many of which contemplate and require the involvement of professional medical personnel. The duty to diagnose and treat a patient lies solely with Client and use of information provided by Netsmart, in no way replaces or substitutes for the professional judgment or skill of Client.

l. Severability. If any provision of this Agreement is found to be invalid, illegal or unenforceable under any applicable statute or law, it is to that extent deemed to be omitted, and the remaining provisions of this Agreement will not be affected in any way.

m. Execution. This Agreement may be executed in two or more counterparts, each of which will be deemed an original. This Agreement may be executed and delivered by facsimile or other electronic signature (whether digital or encrypted), which shall be considered an original signature for all purposes and shall have the same force and effect as an original signature.

n. Headings. The headings of the paragraphs and sections of this Agreement are for convenience only and will not control or affect the meaning or construction of any provision of this Agreement.

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Schedule A: Application Support Services

The following is a description of the Support Services to be performed by Netsmart during the time period in which Client is purchasing Support Services.

1. Netsmart will support and maintain the most current version of the Licensed Software in substantial conformance with applicable Federal laws. Client acknowledges and agrees that, in the event Client has chosen to utilize a less than current version of the Licensed Software or has missed any mandatory upgrades, Client will bring the Licensed Software up to Netsmart's then-current version in order for Client to maintain compliance with applicable Federal law.

2. Priority1 issues must be called in directly to the Netsmart Support department. For all other concerns Client can call or use Netsmart's designated online support system to log issues specifying a Problem or Defect in the Licensed Software.

3. If self-hosted, Client will provide and maintain, at its expense, hardware and/or software to allow Netsmart to access Client's system remotely.

4. Netsmart will also provide Client with:

   a. updates that are distributed without charge to other similar clients which reflect modifications and incremental improvements made to the Licensed Software by Netsmart;

   b. an opportunity to obtain enhancements to the Licensed Software for which fees are imposed on the same terms as such enhancements are generally made available to other clients

5. Netsmart will provide a toll-free problem-reporting and support telephone line available 8:00 a.m. to 5:00 p.m., Central time Monday through Friday, exclusive of Federal holidays.

6. Client agrees to grant Netsmart access to the Licensed Software on Client's system(s) for the sole purpose of performing Netsmart's obligations under this Agreement. Netsmart will ensure all connectivity to Client's system is through a single point of connectivity utility which audits Netsmart's activity on Client's system(s) when Netsmart is connected to Client's system(s). These audit logs are retained for 90 days.

7. If reasonable analysis by Netsmart indicates that a reported Problem or Defect is caused by a problem related to hardware used by Client, the hardware's system software, or applicable software other than Licensed Software, or Client 's misuse or modification of the Licensed Software, Netsmart's responsibility will be limited to the correction of the portion, if any, of the problem caused by a Problem or Defect in the Licensed Software.

8. If analysis by Netsmart indicates that a reported problem is caused by a reproducible Problem or Defect, Netsmart will use commercially reasonable efforts to provide Support Services in accordance with the following prioritization of reported problems:

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Priority	Definition
1 - Critical	**Priority 1:** will be assigned when the Licensed Software or a material functional component thereof is non-operational as a result of a defect, in the production environment only, such as the production system cannot be accessed or utilized in any capacity, a direct patient safety issue is present, or a HIPAA compliance violation as a result of a server incident or Netsmart application defect. Best efforts will be made to correct Priority 1 problems, or to provide a plan for such correction, within two (2) business days. Notwithstanding the above, Netsmart will work continuously toward resolution. *Client's Commitment:* • This case Priority must be called in directly to the Netsmart Support department. • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 2 after three business days.
2 - High	**Priority 2:** will be assigned to defects in the live production environment that have a significant negative impact on daily operations but do not cause a "System Down". A workaround may be available and/or the capacity to maintain daily business functionality. Commercially reasonable efforts will be made to correct Priority 2 problems, or to provide a plan for such correction, within five (5) business days. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 3 after six business days.
3 - Medium	**Priority 3:** will be assigned for system defects that result in functions that have no major impact on daily operations. An issue that allows the continuation of function, including issues in which a reasonable workaround is available. Commercially reasonable efforts will be made to correct Priority 3 problems, or to provide a plan for such correction, within ten (10) business day. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required. • Without appropriate client resources, the case will be downgraded to Priority 4 after eleven (11) business days.
4 - Low	**Priority 4:** will be assigned to cosmetic defects that do not affect system usability or non-defect related requests including, but not limited to, system set up/configuration, training, functionality questions, documentation, portal access, and upgrade requests. Commercially reasonable efforts will be made to address Priority 4 issues, or to provide a plan for such correction, within fifteen (15) business day. *Client's Commitment:* • Client provides specific, detailed information required for troubleshooting/investigation. • Client provides appropriate staff and resources to sustain continuous communication and work effort as required.

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Schedule A-1: Service Level Agreement for Software Services

1. Definitions.

i. **Major System Change** means a material change to the system, including a backend upgrade, operating system upgrade, new release upgrade, SAN upgrade, database upgrade.

ii. **Service Package** means software designed to fix identified Problems or Defects in the Software Services, including documentation and release notes made available with such patch or service pack.

iii. **System Stabilization Period** is the period during the seventy-two (72) hour window following the First Productive Use and following a Major System Change.

2. Coverage.

This Section sets forth the System Availability commitments for Software Services. If monthly System Availability (as defined below) falls below 99.9%, Netsmart will provide a credit against the Client's next monthly recurring Software Services fees to account for the downtime. The appropriate credit percentage (%) will be determined based on the following table.

For the absence of doubt, Software Services include 24x7x365 Support Services for Priority 1 issues.

System Uptime %	Credit %
>= 99.0% and < 99.9%	5%
98.0 to 98.9%	10%
96.0 to 97.9%	15%
< 95.9 or below	25%

3. System Availability Calculation

a. Netsmart will calculate System Availability as set forth below for each month during the Term.

b. System Availability will be calculated as follows (and will be rounded to up to the next one tenth of a percentage point):

System Availability = [(Base Time – Unscheduled Downtime) / (Base Time)] x 100

Base Time equals the product of the number of days in the applicable month times 24 hours times 60 minutes.

Unscheduled Downtime equals the time (in minutes) during which the production system is not operational (excluding "Scheduled Downtime") from the Netsmart-provided hosting facility internet connection based on the measuring methodology documented below.

Scheduled Downtime equals the aggregate total of all minutes of planned and scheduled maintenance performed during the month to perform any necessary hardware, operating system, network, database, application software maintenance, repair, upgrades, and updates. Netsmart will work with Client to determine and use commercially reasonable efforts to schedule downtime after regular business hours, during times that minimize the disruption to operations. The amount of scheduled downtime may vary from month to month depending on the level of change to the system such as the project implementation phase, adding new products, upgrading products, etc

c. Client is permitted to audit Unscheduled Downtime based on the methodology established below. Netsmart agrees to cooperate with Client in connection with any audit of Unscheduled Downtime. This audit must take place within 30 days of the month end.

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d. Netsmart recommends that Client implement, on a timely basis, the Service Packages that will be provided to Client by Netsmart on a periodic basis. Netsmart will advise Client on Service Packages that may enhance performance and availability and will advise Client of the advantages of implementing the Service Packages as well as the implication of electing not to implement the Service Packages. Netsmart will perform the technical requirements needed for Client to use the Service Packages that Client elects to implement, at no additional charge and as part of the recurring SaaS/Hosting fees. Client and Netsmart will work together to establish a mutually agreeable implementation schedule for the Service Packages. Upon notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement a Service Package, Client will waive any credits set forth above, until such time as Client performs its obligations as necessary to implement the required Service Packages.

e. Client must allow Netsmart to implement the latest Netsmart supported layered software version (i.e. OS, DBMS, etc.) and patches within six (6) months of the general support announcement from Netsmart. Netsmart will advise Client regarding the layered software enhancements as well as the implications of electing not to implement the layered software enhancements. Netsmart will perform the technical requirements needed for Client to use the layered software enhancements that Client elects to implement as part of the fees. Client and Netsmart will work together to establish an implementation schedule for the layered software enhancements. If Netsmart provides notice to Client that the system's performance and availability will be adversely affected if Client elects not to implement the layered software enhancements, Client waives its right to any credits set forth above until Client implements the required layered software enhancements.

f. If Client is operating beyond the Scope of Use limits, Client waives its right to any credits set forth above until Client is in compliance with Scope of Use.

g. During a System Stabilization Period, changes to the System may be required to achieve optimal performance and Unscheduled Downtime or Scheduled Downtime minutes do not apply.

4. Exceptions

Client shall not receive any credits under this Schedule in connection with any failure or deficiency of System Availability caused or associated with:

a. an event of Force Majeure;

b. Failure of access circuits to the Netsmart network, unless such failure is caused solely by Netsmart;

c. Scheduled maintenance, scheduled backups, scheduled restores and emergency maintenance and upgrades;

d. Issues with FTP, POP, or SMTP Client access;

e. Client's acts or omissions (or acts or omissions of others engaged or authorized by Client), including, without limitation, custom scripting or coding (e.g., CGI, Perl, Java, HTML, ASP, etc), any negligence, willful misconduct, or misuse of the Software Services;

f. E-mail or webmail delivery and transmission;

g. Outages elsewhere on the Internet that hinder access to your account. Netsmart is not responsible for browser or DNS caching that may make your site appear inaccessible when others can still access it. Netsmart will guarantee only those areas considered under the control of Netsmart: Netsmart server links to the Internet, Netsmart's routers, and Netsmart's servers; and

h. Use of a VPN or similar connection which is not exclusively within Netsmart's control at both ends of such connection, and where the problem occurs in the part of the VPN which is not under Netsmart's control.

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5. **Scheduled Maintenance.** Netsmart reserves the right to establish a monthly maintenance window for the purpose of upgrading, patching, modifying, and repairing portions or the entire cloud computing environment. The monthly window is generally scheduled on the 3rd Sunday of the month, from 2:00AM – 5:30AM EST.

6. **Credit Request and Payment Procedures.**

In order to receive a credit, Client must submit a request for credit to Netsmart Accounting at AR@ntst.com, within thirty (30) days after the incident supporting the request. Each request must include Client's account number (per Netsmart's invoice) and the dates and times of the unavailability of the services. If the unavailability is confirmed by Netsmart as an incident eligible for credit, credits will be applied within two billing cycles after Netsmart's receipt of Client's request. Credits are not refundable and can be used only towards future billing fees.

Notwithstanding anything to the contrary herein, the total amount credited to Client in a particular month under this Schedule cannot exceed the total SaaS fees paid by Client for the month in which Services were impacted. Credits are exclusive of any applicable taxes charged to Client or collected by Netsmart and are Client's sole and exclusive remedy with respect to any failure or deficiency in level of services described in this Schedule if Client applied for and received a credit. Nothing in this Schedule precludes Client from pursuing an alternate contract remedy for any future incident that may occur.

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BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (the "BAA") effective on the Effective Date is entered into by and between Netsmart Technologies, Inc. with principal offices at 11100 Nall Avenue Overland Park, KS 66211 ("Netsmart") and County of Yolo, State of California with principal offices at ("Covered Entity").

RECITALS

A. The purpose of this BAA is to comply with the Health Insurance Portability and Accountability Act of 1996 and the Health Information Technology for Economic and Clinical Health Act ("HITECH"), and all of the regulations promulgated under either of them, all as amended from time to time (collectively, "HIPAA"), the Confidentiality of Substance Use Disorder of Patient Records (42 CFR Part 2), the 21st Century Cures Act: Interoperability, Information Blocking, and the ONC Health IT Certification Pro gram (the "ONC Interoperability Rules") (45 CFR Part 170 and 171).

B. This BAA and the Services Agreement (defined below) sets forth the terms and conditions pursuant to which Protected Health Information ("PHI") that is provided by Covered Entity or created, used, disclosed, received, maintained or transmitted by Netsmart to, from or on behalf of Covered Entity will be handled.

C. Terms used in this BAA, not otherwise defined, shall have the same meaning as set forth in the Privacy Rule, Security Rule and Omnibus Final Rule (the "Final Rule") which are incorporated by reference.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. **Services**. Netsmart provides services for Covered Entity that involve the use and disclosure of PHI. Except as otherwise specified herein, Netsmart may make any and all uses of PHI necessary to perform its obligations under any and all current mutually executed agreement(s) between the parties ("Services Agreement"). Additionally, Netsmart may use or disclose PHI for the purposes authorized by this BAA, and for the proper management and administration of Netsmart or to carry out its legal responsibilities. Further, Netsmart may use PHI; provided, however, that if such disclosures are not Required by Law, then (a) Netsmart will obtain reasonable assurances from the person to whom the information is disclosed that it will be held confidentially and be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and (b) the person will notify Netsmart of any instances of which it is aware in which the confidentiality of the information has been breached.

2. **Responsibilities of Netsmart**. With regard to its use and/or disclosure of PHI, Netsmart hereby agrees to do the following:

    a. Permitted Uses and Disclosure of Protected Health Information. Use and/or disclose the PHI only as permitted or required by this BAA, the Services Agreement, or as otherwise required by law;

    b. Appropriate Safeguards. Netsmart will establish and maintain appropriate safeguards and will comply with the Security Rules with respect to Electronic PHI, to prevent use or disclosure of such Electronic PHI other than as provided for by the Services Agreement and this BAA;

    c. Documentation of Disclosures to Covered Entity. Netsmart agrees to document such disclosures of PHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F. R. §164.528;

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d. Provide Accounting of Disclosures. Netsmart agrees to provide to Covered Entity such information as is requested by the Covered Entity to permit Covered Entity to respond to a request by the subject individual for amendment and accounting purposes of the disclosures of the individual's PHI in accordance with 45 C.F. R. §164.526 and §164.528. The evaluation of and requests for amendment of PHI maintained by Netsmart will be the responsibility of Covered Entity. If Covered Entity provides an amendment to an individual's PHI pursuant to 45 C.F. R. §164.526, Netsmart shall incorporate such amendment;

e. Access to PHI. Covered Entity is primarily responsible for responding to Individuals' requests for access to a copy of their protected health information. Covered Entity is solely responsible for all determinations regarding the grant or denial of an Individual's request for their protected health information and for the content of an Individual's designated record set. Any requests that Netsmart receives for individual access under 45 C.F.R. §164.524 shall be referred directly to Covered Entity. Netsmart shall provide access to PHI in a designated record set to meet Covered Entity's obligations under 45 C.F.R. §164.524 and the requirements of the Interoperability and Information Blocking provision under 45 C.F.R. Part 171;

f. Subcontractor and Agents. Netsmart will require that any agent, including a Subcontractor, to whom it provides access to electronic PHI agrees in a written contract to implement and use Administrative, Physical and Technical Safeguards that reasonably protect the Confidentiality, Integrity and Availability of the electronic PHI;

g. Reports of Improper Use or Disclosure, Security Incidents or Breach. Report to the designated privacy officer of Covered Entity, in writing, any use and/or disclosure of the PHI that is not permitted or required by this BAA, Breach of Unsecured PHI or a Security Incident of which Netsmart becomes aware within thirty (30) days of Netsmart's discovery of such unauthorized use and/or disclosure. For purposes of this BAA "Security Incident" does not include trivial incidents that occur on a daily basis, such as scans, "pings", or unsuccessful attempts to penetrate computer networks or servers maintained by Netsmart so long as no such incident results in unauthorized access, use or disclosure of PHI;

h. Mitigation. Mitigate to the extent practicable, any harmful effect that is known to it of a use and/or disclosure of PHI in violation of the requirements of this BAA;

i. Access to Books and Records. Make available all of its internal practices, records, books, policies and procedures relating to the use and/or disclosure of PHI received from, or created or received by Netsmart on behalf of Covered Entity, available to the Secretary of HHS for purposes of determining Covered Entity's compliance with HIPAA;

j. Comply with Obligations. To the extent that Netsmart is to carry out an obligation of Covered Entity under Subpart E of 45 C.F.R. Part 164 (the "Privacy Rule"), comply with the requirements of the Privacy Rule that apply to Covered Entity in the performance of such obligation;

k. Data Aggregation. Netsmart may use or disclose PHI to provide data aggregation services as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B), including use for statistical compilations, reports and all other purposes allowed under applicable law;

l. De-identification of Data. Netsmart may de-identify PHI in accordance with 45 C.F.R. § 164.514(b) and may use or disclose such de-identified data for any purpose unless prohibited by applicable law.

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3. **Responsibilities of Covered Entity**.

   a. Provisions of Notice of Privacy Practices. Covered Entity will promptly inform Netsmart of any changes or limitations in the form of notice of privacy practices that Covered Entity provides to individuals pursuant to 45 C.F.R. §164.520 to the extent any such limitation may affect Netsmart's use or disclosure of PHI;

   b. Notice of Changes to Individuals PHI. Covered Entity will promptly inform Netsmart of any changes in, or withdrawal of, the consent or authorization provided to Covered Entity by individuals whose PHI may be used and/or disclosed by Netsmart under this BAA pursuant to 45 C.F.R. §164.506 or §164.508 to the extent such changes may affect Netsmart's use or disclosure of PHI. Covered Entity will obtain any consent or authorization that may be required by the Privacy Rule, or applicable state law, prior to furnishing Netsmart with PHI; and

   c. Notification to Restrictions of PHI. Covered Entity will promptly notify Netsmart in writing and in a timely manner, of any restrictions on the use and/or disclosure of PHI agreed to by Covered Entity as provided for in 45 C.F.R. §164.522 to the extent such restriction may affect Netsmart's use or disclosure of PHI. If Netsmart reasonably believes that any such restriction agreed to by Covered Entity may materially impair Netsmart's ability to perform its obligations under the Services Agreement or this BAA, the parties will mutually agree upon any necessary modification of Netsmart's obligations under such agreements.

   d. Request to Use or Disclose PHI. Covered Entity shall not request Netsmart to use or disclose PHI in any manner that would not be permissible under the Privacy Rule, the Security Rule or the Final Rule if done by Covered Entity, except as permitted under this BAA.

4. **Term and Termination**.

   a. This BAA will become effective on the Effective Date and will continue in effect until all obligations of the parties have been met, unless terminated as provided herein or by written mutual agreement of the parties. Notwithstanding the foregoing, this BAA will remain in effect as long as Netsmart is in possession of any PHI that belongs to Covered Entity.

   b. Upon either party's knowledge of a material breach by the other party of this BAA, such party will provide written notice to the breaching party stating the nature of the breach and providing an opportunity to cure the breach within thirty (30) days . Upon the expiration of such cure period, the non-breaching party may terminate this BAA.

   c. Netsmart will return to Covered Entity or destroy (when feasible), within sixty (60) days of the termination of this BAA. If the return of the protected health information is not feasible, the protections of this BAA shall automatically be extended to such protected health information and the further uses and disclosures shall be limited to only those purposes that make the return or destruction of the protected health information infeasible.

5. **Miscellaneous Provisions**.

   a. Survival. The respective rights and obligations of Netsmart and Covered Entity under the provision of Sections 2(h) will survive the termination of this BAA until such information is able to be returned or destroyed.

   b. Incorporation. The terms of this BAA are fully incorporated in and subject to the terms of the Services Agreement.

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c. No Third Party Beneficiaries. Nothing express or implied in this BAA is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

d. Notices. Any notices required or permitted to be sent hereunder will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses first set forth above or to such other address as a party may designate by notice pursuant hereto. Notices to Netsmart will be sent "Attention: Privacy Officer" and emailed to Contracts_Notice@ntst.com. Notices to Covered Entity will be sent "Attention: Privacy Officer" unless otherwise specified. Notices will be effective upon the date when delivery is either effected or refused.

e. Amendment. The Parties agree to take such action as is necessary to amend this BAA from time to time as is necessary for Covered Entity to comply with the requirements of HIPAA, the Privacy Rule, the Security Rule and HITECH. This BAA may not be modified or amended, except in writing as agreed to by each party. Any inconsistency in this BAA shall be resolved to permit the parties to comply with HIPAA and HITECH.

f. Binding Effect. This BAA shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

g. Severability. Should any provision of this BAA be found unenforceable, it shall be deemed severable and the balance of the BAA shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

h. Entire Agreement. This BAA, including such portions as are incorporated by reference herein, constitutes the entire agreement by, between and among the parties, and such parties acknowledge by their signature hereto that they do not rely upon any representations or undertakings by any person or party, past or future, not expressly set forth in writing herein.

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Netsmart
SIMPLE. PERSONAL. POWERFUL.

Pricing Schedule

FUND Description - Committed	Fiscal Year 2023-24	Fiscal Year 2024-25	Fiscal Year 2025-26
	July 1, 2023 Thru June 30, 2024	July 1, 2024 Thru June 30, 2025	July 1, 2025 Thru June 30, 2026
AMA CPT Code Subscription	$6,225.67	$6,474.70	$6,733.68
Avatar CWS Maintenance	$85,718.68	$89,147.43	$92,713.32
Avatar Electronic Signature Maintenance	$2,721.10	$2,829.94	$2,943.14
Avatar Cache Elite, Multi-Server, Platform Specific License	$27,734.99	$28,844.39	$29,998.17
Two Party Escrow Agreement	$6,219.49	$6,468.27	$6,727.00
Plexus Cloud Hosting - Perceptive - Disaster Recovery - Named User	$22,487.85	$23,387.36	$24,322.86
Document Capture Maintenance for Batch Scanning Powered by Perceptive	$2,407.86	$2,504.17	$2,604.34
Plexus Cloud Hosting - Avatar - Disaster Recovery - Named User	$188,973.67	$196,532.62	$204,393.92
Avatar RADplus Named User Maintenance	$17,082.58	$17,765.88	$18,476.52
CareConnect Referral Connector	$21,805.56	$22,677.78	$23,584.89
CareConnect HIE Connector (CCD Transactions) SaaS	$6,020.03	$6,260.83	$6,511.26
CareConnect Inbox Named User	$3,150.00	$3,276.00	$3,407.04
CareConnect FHIR Interface SaaS	$5,985.00	$6,224.40	$6,473.38
CareConnect CarEquality SaaS Connector	$3,033.95	$3,155.31	$3,281.52
CareConnect Inbox Named User SaaS	$13,044.78	$13,566.57	$14,109.23
Diagnosis Content on Demand Subscription	$6,535.87	$6,797.30	$7,069.20
KPI Dashboard SaaS	$16,668.75	$17,335.50	$18,028.92
POS and Batch Scanning Powered by Perceptive Maintenance	$5,175.95	$5,382.99	$5,598.31
OrderConnect - ePrescribing Only - Prescriber Subscription	$20,882.11	$21,717.39	$22,586.09
OrderConnect - Non-Prescribing User Subscription	$1,468.03	$1,526.75	$1,587.82

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myHealthPointe 2.0 Enterprise SaaS - Human Services	$40,599.97	$42,223.97	$43,912.93
OrderConnect - EPCS Subscription	$4,158.00	$4,324.32	$4,497.29
RevConnect Billable Provider	$8,958.60	$9,316.94	$9,689.62
Total Committed Funds per Fiscal Year	**$517,058.49**	**$537,740.83**	**$559,250.47**
Total Committed Funds	**$1,614,049.79**		

Total Discretionary Funds per Fiscal Year	**$132,941.51**	**$112,259.17**	**$90,749.53**
Total Discretionary Funds	**$335,950.21**		

Total Funding per Fiscal Year	**$650,000.00**	**$650,000.00**	**$650,000.00**
Total Funds	**$1,950,000.00**		

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 41.
Board of Supervisors **Adult & Aging**

Meeting Date:	06/06/2023
Brief Title:	Substance Use Treatment Agreements for FY23-24
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Karleen Jakowski, Assistant Director, Health and Human Services Agency, x2978
Supervisorial District Impact:	Countywide

Subject
Authorize six-month extensions of the procurement for the seven Adult Drug Medi-Cal Organized Delivery System agreements for Substance Use Disorder treatment and delegate signing authority for four of the resulting renewal agreements to the Yolo County Procurement Manager, for the period for the period of July 1, 2023 through December 31, 2023. (No general fund impact) (Sullivan)

Recommended Action
Authorize six-month extensions of the procurement for the seven Adult Drug Medi-Cal Organized Delivery System (DMC-ODS) agreements for Substance Use Disorder treatment (SUD) and delegate signing authority for five of the resulting agreements to the Yolo County Procurement Manager, for the period for the period of July 1, 2023 through December 31, 2023, as follows:

1. Approve a six-month extension of the procurement for the short-term renewal agreement with C.O.R.E Medical Clinic for opioid (narcotic) treatment program services in an amount not to exceed $450,000 for 2023-24 for the period of July 1, 2023 through December 31, 2023, and delegate signing authority to the Yolo County Procurement Manager; and

2. Approve a six-month extension of the procurement for the short-term renewal agreement with CommuniCare Health Centers for outpatient treatment services in an amount not to exceed $592,000 for 2023-24 for the period of July 1, 2023 through December 31, 2023, and delegate signing authority to the Yolo County Procurement Manager; and

3. Approve a six-month extension for the short-term renewal agreement with Yolo Wayfarer Center dba Fourth and Hope for SUD residential treatment services in an amount not to exceed $750,000 for 2023-24 for the period of July 1, 2023 through December 31, 2023 and delegate signing authority to the Yolo County Procurement Manager; and

4. Approve a six-month extension of the procurement for the short-term renewal agreement with CommuniCare Health Centers for SUD in-custody treatment services in an amount not to exceed $187,500 for 2023-24 for the period of July 1, 2023 through December 31, 2023, and delegate signing authority to the Yolo County Procurement Manager; and

5. Approve a six-month extension of the procurement for the short-term renewal agreement with Bi-Valley Medical Clinic for opioid (narcotic) treatment program services, SUD in an amount not to exceed $85,000 for 2023-24 for the period of July 1, 2023 through December 31, 2023; affirm the Procurement Manager's signing authority for this agreement under standard County policy; and

6. Approve a six-month extension to the procurement for the short-term renewal agreement with Wellspace Health for withdrawal management SUD treatment services for an amount not to exceed $65,000 for 2023-24 for the period of July 1, 2023 through December 31, 2023; affirm the Procurement Manager's signing authority for this agreement under standard County policy; and

7. Approve a six-month extension of the procurement for the short-term renewal agreement with Granite Wellness Centers for 24-hour non-institutional treatment services for an amount not to exceed $237,500 for 2023-24 for the period of July 1, 2023 through December 31, 2023; and delegate signing authority to the Yolo County Procurement Manager.

Strategic Plan Goal(s)

Thriving Residents

Safe Communities

Reason for Recommended Action/Background

The County entered into an agreement with the California Department of Health Care Services (DHCS) to provide Drug Medi-Cal Organized Delivery System (DMC-ODS) Substance Use Disorder (SUD) treatment services to eligible clients. DMC-ODS is a program for organized SUD services to Medi-Cal eligible individuals with SUD residing in a county that has elected to participate in the DMC-ODS. The program provides beneficiaries with access to care and system interaction needed to achieve sustainable recovery. The County also receives funding from a variety of other federal and state funding streams that assist the County in provided SUD treatment services to various client populations, including but not limited to: Substance Abuse Prevention and Treatment (SABG) Block Grant Funds; Substance Abuse and Mental Health Services Administration (SAMHSA); CalWORKS and CWS funding; 2011 Realignment, and Intergovernmental Transfer (IGT) Funds.

California Advancing and Innovating Medi-Cal (CalAIM) Initiative

In January 2022, DHCS rolled out the CalAIM initiative that aims to provide broad delivery system program and payment reform across the Medi-Cal system. The goal is transformation of the Medi-Cal delivery system, moving it towards a population health approach that prioritizes prevention and whole person care. Focus shifts from compliance to quality and performance metrics. DMC-ODS requirements and policies pursuant to CalAIM initiative were updated as a result of these updates the County is required to revise the terms and conditions in the provider agreements for these services. In preparation for this system-wide change, the County has been working closely with CalMHSA who has been providing the County and other DMC-ODS/Special Mental Health Services (SMHS) Medi-Cal counties with technical assistance around the CalAIM initiative.

The County has received new boilerplate templates from CalMHSA for both DMC/SUD treatment services and SMHS Medi-Cal services that include updated programmatic regulatory requirements and updated billing/claiming requirements. County is working on finalizing a new Yolo County DMC/SUD boilerplate that is in compliance with these changes, a draft of which is attached hereto as Att. A. Draft Yolo County DMC/SUD boilerplate. The renewal agreements requested in this staff report will be drafted and executed on the finalized Yolo County DMC/SUD boilerplate. County Counsel and the Procurement Division are participating in the review and finalization of the Yolo County DMC/SUD boilerplate. However, due to the timeliness in which the County has been receiving information from DHCS, especially regarding rates, we do not have final boilerplate language at this time. Approval of these requests herein will enable HHSA to expedite processing and approval of the DMC-ODS agreements for SUD providers to minimize any lapse in services once we have all of the information from DHCS and have negotiated final rates with our providers.

Contract Requests

On or about February 26, 2018, Yolo County issued a formal request for proposal (2018 RFP) to solicit providers for the Yolo County SUD Treatment Adult Continuum of Care (details below) and awarded several agreements. On or about February 17, 2021, the Yolo County Procurement Manager approved a sole source procurement with Wellspace Health to add a residential detoxification provider (WM3.2).

On or about October 7, 2022 Yolo County Procurement Manager approved a sole source procurement with Granite Wellness Centers due to the termination of the agreement with Progress House which created an urgent need for residential services in the Adult SUD Continuum of Care. Community Recovery Resources which one of the original awarded providers from the 2018 RFP is now operating under Granite Wellness Centers.

On or about March 3, 2023, Yolo County issued a formal request for proposal (2023 RFP) to solicit providers for the Yolo County Substance Use Disorder ("SUD") Adult Continuum of Care services. The 2023 RFP closed on May 12, 2023 and is in process with a target to have newly awarded contracts in place on or before January 1, 2024. However, to allow time to finalize the award and contract negotiation process, HHSA requests short-term renewal agreements as provided below.

On July 10, 2018, the BOS approved Agreement No. 18-55 with C.O.R.E Medical Clinic, for the provision of providing Opioid/Narcotic Treatment Program (NTP) services with an initial term of July 1, 2018 through June 30, 2022, with three optional extensions through FY 22-23. The County has taken all of its optional extensions. HHSA now requests BOS approval of a six-month extension of the procurement for the short-term renewal agreement with C.O.R.E Medical Clinic, Inc. for NTP services in an amount not to exceed $450,000 for the period of July 1, 2023 through December 31, 2023, and delegate signing authority to the Yolo County Procurement Manager to assist with expediting execution of the renewal agreement.

On July 10, 2018, the BOS approved Agreement No. 22-282 with CommuniCare Health Center, for the provision of

outpatient SUD treatment services with an initial term of July 1, 2018 through June 30, 2022, with three optional extensions through FY 22-23. The County has taken all of its optional extensions. HHSA now requests BOS approval of a six-month extension of the procurement for the short-term renewal agreement with CommuniCare Health Center, for the provision of outpatient SUD treatment services in an amount not to exceed $592,000 for the period of July 1, 2023 through December 31, 2023, and delegate signing authority to the Yolo County Procurement Manager to assist with expediting execution of the renewal agreement.

On June 26, 2018, the BOS approved Agreement No. 18-132 with Yolo Wayfarer Center, for the provision of providing SUD residential treatment services with an initial term of July 1, 2018 through June 30, 2022, with three optional extensions through FY 22-23. The County has taken all of its optional extensions. HHSA now requests BOS approval of a six-month extension of the procurement for the short-term renewal agreement with Yolo Wayfarer Center, for the provision of providing SUD residential treatment services not to exceed $750,000 for the period of July 1, 2023 through December 31, 2023, and delegate signing authority to the Yolo County Procurement Manager to assist with expediting execution of the renewal agreement.

On June 26, 2018 the BOS approved Agreement No. 18-133 with Bi-Valley Medical Clinic, Inc. for the provision of for the provision of NTP services with an initial term of July 1, 2018 through June 30, 2020, with three optional extensions through FY 22-23. The County has taken all of its optional extensions. HHSA now requests BOS approval of a six-month extension of the procurement for the short-term renewal agreement with Bi-Valley Medical Clinic for NTP services in an amount not to exceed $85,000 for the period of July 1, 2023 through December 31, 2023 and affirm the Procurement Manager's signing authority for this agreement under standard County policy.

On June 4, 2021, the Yolo County Procurement Manager approved Agreement No. PO 3950 with Wellspace Health for the provision of withdrawal management SUD treatment services with an initial term of March 1, 2021 through June 30, 2022, with one optional extension for FY22-23. The County has taken all of its optional extensions. HHSA now requests BOS approval of a six-month extension of the procurement for the short-term renewal agreement with Wellspace Health for the provision of withdrawal management SUD treatment services in an amount not to exceed $65,000 for the period of July 1, 2023 through December 31, 2023 and affirm the Procurement Manager's signing authority for this agreement under standard County policy.

On December 06, 2022, the BOS delegated signing authority to the Yolo County Procurement Manager to execute Agreement No. 22-282 with CommuniCare Health Centers for the provision of in-custody SUD treatment services with an initial term of September 30, 2022 through June 30, 2023, with one optional year for FY 23-24 in the amount of $187,500. However, due to significant regulatory and claiming changes driven by the CalAIM initiative, the current agreement cannot be extended on the same terms and conditions and must be replaced by a renewal agreement. HHSA now requests BOS approval of a six-month extension of the procurement for the short-term renewal agreement with CommuniCare Health Center, for the provision of in-custody SUD treatment services in an amount not to exceed $187,500 for the period of July 1, 2023 through December 31, 2023, and delegate signing authority to the Yolo County Procurement Manager to assist with expediting execution of the renewal agreement.

On December 6, 2022, the BOS delegated signing authority to the Yolo County Procurement Manager to execute Agreement No. 22-284 with Granite Wellness Centers for the provision of 24-hour non-institutional SUD treatment services in an amount not to exceed $474,000, for the period of October 1, 2022 through June 30, 2023, with one 6-month optional extension through December 31, 2023. However, due to significant regulatory and claiming changes driven by the CalAIM initiative, the current agreement cannot be extended on the same terms and conditions and must be replaced by a new agreement with underlying procurement approval. HHSA now requests BOS approval of a sixth month extension of the procurement for the short-term renewal agreement Granite Wellness Centers for the provision of 24-hour non-institutional treatment services in an amount not to exceed $237,500 for the period of July 1, 2023 through December 31, 2023, and delegate signing authority to the Yolo County Procurement Manager to assist with expediting execution of the renewal agreement.

Performance Measures included in this Agreement are as follows:
Performance Measures are included in the current agreements and will be included in the resulting agreements.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel will review and approve as to form the Yolo County DMC/SUD boilerplate and resulting renewal agreements.
CalMHSA will provide technical assistance with CalAIM Initiative.
Procurement Division of the Department of General Services

Competitive Bid Process/Vendor Performance
On or about March 3, 2023, Yolo County issued a formal request for proposal (2023 RFP) to solicit providers for the Yolo County Substance Use Disorder ("SUD") Adult Continuum of Care services. The 2023 RFP closed on May 12, ,2023 and is in process with a target to have newly awarded contracts in place on or before January 1, 2024.

On April 27, 2022, under guidance from Yolo County Procurement Manager, HHSA sent an informal request to its current substance use disorder providers soliciting their interest in contracting for a 10-bed in custody SUD treatment program for individuals who are in-custody for 90 days or longer. CommuniCare Health Centers was the only provider who responded with interest in providing these services.

On or about October 7, 2022, the Yolo County Procurement Manager approved a sole source procurement with Granite Wellness Centers. Due to the termination of the agreement with Progress House Inc. therefore there was an urgent need for residential services in the SUD Adult Continuum of Care. Community Recovery Resources which one of the original awarded providers from the 2018 RFP is now operating under name Granite Wellness Centers.

On or about February 17, 2021, the Yolo County Procurement Manager approved a sole source procurement with Wellspace to add a residential detoxification provider (WM3.2).

On or about February 26, 2018, Yolo County issued a formal request for proposal (2018 RFP) to solicit providers for the Yolo County Substance Use Disorder ("SUD") Adult Continuum of Care services to eligible Yolo County residents. As a result of the 2018 RFP contracts were awarded to 7 providers: Baymark Health Centers, CommuniCare Health Centers, Community Recovery Resources, C.O.R.E Medical Clinic, Progress House, Turning Point Community Programs, and Yolo Wayfarer Center dba Fourth Hope.

Additional information regarding the 2018 RFP is provided below, including a summary of the solicitation evaluation criteria.

Evaluation Criteria Included in RFP

- Company overview (20 points)
- Experience and past performance(100 points)
- Responsiveness/Responsibility (? points)
- For contractors bidding on residential treatment services (6 points)
- Preferred qualifications (20 points)
- Responsiveness/responsibility (20 points)
- Pricing requirements (40 points)
- Proposer's approach to Project (100 points)
- Quality Assurance and Oversight (20 points)
- Outputs and Outcome Measures (50 points)
- Financial Information (pass/fail)
- Quality and completeness of submitted proposal (pass/fail)

Bids Received

Bidder	Scopes included in Bid	Bid
CommuniCare Health Center	Intensive Outpatient, Outpatient, Case Management, Physician Consultation, Recovery Services, In-Person Screening/Referral	$1,583,952
Turning Point Community Programs	Intensive Outpatient, Outpatient, Case Management, Physician Consultation	$278,388
Progress House	Residential 3.1, Case Management, Physician Consultation	$500,000
Community Recovery Resources	Residential 3.1, Residential 3.5 Case Management, Physician Consultation,	*
Yolo Wayfarer Center dba Fourth and Hope	Residential 3.2 WM, Intensive Outpatient, Transitional Living	$1,001,950
Heritage Oaks	Residential 3.1, Residential 3.5, Transitional, Case Management, Physician Consultation	$785,929
BayMark Health Centers (MedMark, Fairfield; MedMark, Sacramento)	Intensive Outpatient, Outpatient, Case Management, Physician Consultation	$1,181,581**
Bi-Valley Medical Clinic	Opioid (Narcotic) Treatment Program, Case Management, Physician Consultation	$2,000,000**
CORE Medical Clinic, Inc.		

	Opioid (Narcotic) Treatment Program, Case Management, Physician Consultation	

* Community Recovery Resources declined to submit a bid amount. The entire program cost $3,823,974 was included in their proposal and expected to be funded by different sources.
** BayMark and CORE requested funding for two years. All other bids shown denote an annual budget

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$2,367,000
Amount budgeted for expenditure	$2,367,000
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure

DMC-ODS	$2,367,000

Further explanation as needed

No general funds are required by this action. These services will be funded by DMC-ODS. The total amount of this action is $2,367,000 the period of July 1, 2023 through December 31, 2023. The amount of $2,367,000 will be included in the HHSA proposed budget for fiscal year 2023-24

The following is the breakdown of funding for this agreement.

Adult DMC-ODS Renewal Agreements July 1, 2023 through December 31, 2023	FY2023-24 Amounts
C.O.R.E Medical Clinic	$450,000
CommuniCare Health Centers (Adult Outpatient SUD)	$592,000
Yolo Wayfarer Center	$750,000
Bi-Valley Medical Clinic	$85,000
CommuniCare Health Centers (In-custody)	$187,500
Wellspace Health	$65,000
Granite Wellness Center	$237,500
Total	$2,367,000

Attachments

Att. A. Draft Yolo County DMC/SUD Boilerplate Agreement

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/26/2023 12:56 PM
Financial Services	Matt Robertson	05/26/2023 03:14 PM
County Counsel	Hope Welton	05/26/2023 04:20 PM
Shapree Butler	Shapree Butler	05/26/2023 04:24 PM
Form Started By: Laura Checa		Started On: 05/19/2023 02:16 PM
Final Approval Date: 05/26/2023		

EXHIBITS		ATTACHMENTS
Exhibit A	Scope of Services	Attachment 1
Exhibit B-1	Terms of Payment	Attachment 2
Fer Exhibit B-2	Rate Schedule	Attachment 3
Exhibit C	Indemnification and Insurance	
Exhibit D	Business Associate/Qualified Services Organization Agreement Addendum	
Exhibit E	Performance Measures	

CONTRACT SECTION	Primary HHSA Reviewer(s) HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
RECITALS	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
ARTICLE 1. GENERAL PROVISIONS **I.TERM** **II. SCOPE OF WORK** **III. COMPENSATION** **IV. ENTIRE AGREEMENT**	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
ARTICLE 2. STANDARD TERMS AND CONDITIONS **I.INDEPENDENT CONTRACTOR**	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance

II. PERFORMANCE & PERSONNEL STANDARDS **III. NOTICE TO PARTIES** **IV. ASSIGNMENT AND SUBCONTRACTS** **V. MODIFICATION AND AMENDMENT** **VI. DISPUTES** **VII. TERMINATION** **VIII. SEVERABILITY** **IX. WAIVER** **X. INTERPRETATION; VENUE** **XI. AUTHORITY TO CONTRACT** **XII. COVENANTS AND CONDITIONS** **XIII. CONFLICT OF INTEREST** **XIV. THIRD PARTY RIGHTS** **XV. PUBLIC RECORDS ACT** **XVI. OWNERSHIP OF DOCUMENTS & WORK PRODUCTS AND EQUIPMENT**	HHSA Fiscal
ARTICLE 3. SERVICES AND ACCESS PROVISIONS **I.CERTIFICATION OF ELIGIBILITY** **II. ACCESS TO SUBSTANCE USE DISORDER SERVICES** **III. ASAM LEVEL OF CARE DETERMINATION** **IV. MEDICAL NECESSITY** **V. ADDITIONAL COVERAGE REQUIREMENTS AND**	HHSA Program HHSA BH-Quality Management BH-Compliance

CLARIFICATIONS **VI. DIAGNOSIS DURING INITIAL ASSESSMENT** **VII. COORDINATION AND CONTINUITY OF CARE** **VIII. SITE LICENSES, CERTIFICATIONS, PERMITS AND REQUIREMENTS** **IX. MEDICATIONS** **X. ALCOHOL AND/OR DRUG-FREE ENVIRONMENT** **XI. ASSESSMENT OF TOBACCO USE DISORDER** **XII. NALOXONE REQUIREMENTS**	
ARTICLE 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS **I.SERVICE AUTHORIZATION** **II. DOCUMENTATION REQUIREMENTS** **III. ASSESSMENT** **IV. ICD-10** **V. PROBLEM LIST** **VI. PROGRESS NOTES** **VII. PLAN OF CARE** **VIII. TELEHEALTH** IX. **DISCHARGE PLANNING**	HHSA Program HHSA BH-Quality Management BH-Compliance
ARTICLE 5. RECORDS	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
ARTICLE 6. RIGHT TO MONITOR /AUDIT	HHSA Program HHSA BH-Quality Management

	HHSA BH-Compliance HHSA Fiscal
ARTICLE 7. PROGRAM EVALUATION **I. PROGRAM EVALUATION ACTIVITIES CONDUCTED BY THE COUNTY** **II. PROGRAM EVALUATION ACTIVITIES CONDUCTED BY THE CONTRACTOR** **III. CONFIDENTIALITY IN THE PROGRAM EVALUATION ACTIVITIES** **IV. CHART AUDITING/RECOUPMENT**	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
ARTICLE 8. CLIENT PROTECTIONS **I.CLIENTS' RIGHTS** **II. GRIEVANCES, APPEALS, AND NOTICES OF ADVERSE BENEFIT DETERMINATION** **III. ADVANCE DIRECTIVES** **IV. TRANSITIONS OF CARE** **V. ADVERTISING REQUIREMENTS**	HHSA Program HHSA BH-Quality Management BH-Compliance
ARTICLE 9. PROGRAM INTEGRITY **I.GENERALLY** **II. ASAM STANDARDS OF CARE** **III. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS** **IV. SCREENING AND ENROLLMENT REQUIREMENTS** **V. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)**	HHSA Program HHSA BH-Quality Management BH-Compliance

VI. COMPLIANCE PROGRAM REQUIREMENTS **VII. INTEGRITY DISCLOSURES** **VIII. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTHCARE PROGRAM**	
ARTICLE 10. QUALITY IMPROVEMENT PROGRAM **I.QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION** **II. NETWORK ADEQUACY** **III. TIMELY ACCESS** **IV. DATA REPORTING REQUIREMENTS** **V. TREATMENT PERCEPTION SURVEYS (TPS)** **VI. PRACTICE GUIDELINES** **VII. EVIDENCE BASED PRACTICES (EBPs)** **VIII. PHYSICIAN INCENTIVE PLAN** **IX. REPORTING UNUSUAL OCCURRENCES**	HHSA Program HHSA BH-Quality Management BH-Compliance
ARTICLE 11. FINANCIAL TERMS **I.CLAIMING/INVOICING (SEE EXHIBIT B-1)** **II. ADDITIONAL FINANCIAL REQUIREMENTS** **III. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS** **IV. FINANCIAL AUDIT REPORT REQUIREMENTS FOR PASS-THROUGH ENTITIES**	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance
ARTICLE 12. ADDITIONAL FINAL RULE PROVISIONS	HHSA Program

I.NON-DISCRIMINATION **II. PHYSICAL ACCESSIBILITY** **III. APPLICABLE FEES** **IV. CULTURAL COMPETENCE** **V. CLIENT INFORMING MATERIALS**	HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
ARTICLE 13. DATA, PRIVACY AND SECURITY REQUIREMENTS **I.CONFIDENTIALITY AND SECURE COMMUNICATIONS** **II. ELECTRONIC PRIVACY AND SECURITY** **III. BUSINESS ASSOCIATES AGREEMENT/QUALIFIED SERVICE ORGANIZATION AGREEMENT**	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal
ARTICLE 14. PERFORMANCE OUTCOMES AND OTHER REPORTS **I.**(PMs see Exhibit E.) **II.** (Benchmarks) **A. (HEDIS®)** ☐ Follow up After Emergency Department Visit … ☐ Use of Pharmacotherapy for Opioid Use Disorder (POD) ☐ Pharmacotherapy of Opioid Use Disorder ☐ Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment **III. OTHER REPORTS:** REPORTS BELOW THIS POINT ARE PULLED IN FROM THE OLD YOLO SUD CONTRACT TEMPLATE REPORTS SECTION AND CAN BE REVISED AS NEEDED. **A. Client Information Report:**	HHSA Program HHSA BH-Quality Management HHSA BH-Compliance HHSA Fiscal

B. Practitioner Information Report: **C. California Outcomes Measurement System (CalOMS) Reporting in Avatar** **D. Annual Training Report** **E. Aggregated Staff and Volunteer Ethnicity Survey** **F. Equipment Report (See Article 2. Paragraph XVII.)** **G. Certified Audited Financial Reports** ~~**H. Certified Alcohol and Drug Cost Report (Deleted)**~~ NEW REPORT CONCEPT: **Invoicing/Payment Reports?**	

BOS Nos.
Infor PO No.
Infor Ref No.

Agreement-Substance Use Disorder Treatment Services
(Yolo BOS Agreement No._____-_____)

This Agreement ("Agreement") is made and entered into as of the last date signed below ("Effective Date"), by and between the County of Yolo, a political subdivision of the State of California ("County"), and _____, a (business type) authorized to do business in the State of California ("Contractor"), jointly referred to as the "Parties" herein.

WHEREAS, County desires to obtain substance use disorder treatment and prevention (SUD) services for clients who are eligible for the State of California, Department of Health Care Services Drug Medical Organized Delivery System program; and

WHEREAS, County has entered into an agreement with the State of California, Department of Health Care Services, to provide Alcohol and Other Drug services to County of Yolo residents (e.g., State Non-Drug Medi-Cal Substance Abuse Treatment Services and Drug Medi-Cal Treatment Program Services Agreement, otherwise known as the "Intergovernmental Agreement", and hereinafter referred to as the "State Contract"); and;

WHEREAS, County desires to subcontract portions of the State Contract to Contractor to provide SUD services for clients who are eligible for services specified in Exhibit A of this Agreement; and

WHEREAS, the State Contract requires that all subcontracts, including County Contractors and subcontractors, be governed by and construed in accordance with all applicable laws, regulations and contractual obligations set forth in the State Contract, including all applicable Medicaid laws and regulations and applicable sub-regulatory guidance; and

WHEREAS, County circulated and distributed a Request for Proposal (RFP) identified as Substance Use Disorder Adult Continuum of Care RFP #_____ and can be viewed at www.bidsync.com seeking contractors to provide SUD Adult Continuum of Care services to eligible Yolo County residents through a variety of funding streams including, but not limited to, utilization of Federal and State funds available pursuant to: Title XIX or Title XXI of the Social Security Act; Substance Abuse Prevention and Treatment (SABG) Block Grant Funds (CFDA No. 93.959); Statham Funds; Substance Abuse and Mental Health Services Administration (SAMHSA) Funds (CFDA # 93.958); SAMHSA PATH Funds (CFDA # 93.150); CalWORKS (CFDA # 93.558); CWS Title IV-B (CFDA # 93.645); CWS Title IV-E (CFDA # 93.658); CWS-TANF (CFDA # 93.558); CWS Title XX Social Services Block Grant (CFDA # 93.667); Drug Medi-Cal Funds, State General Funds, CalWORKS Funds, Assembly Bill 109 Funds, 2011 Realignment and Intergovernmental Transfer (IGT) Funds; and

WHEREAS, Contractor responded to the RFP with a proposal that was subsequently chosen by County, County issued a Letter of Intent to Award a contract to Contractor, and this Agreement is a reflection of the completion of that process; and

WHEREAS, Contractor is licensed by the State of California to provide the services specified in Exhibit A, Scope of Services, of this Agreement; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, partners, contractors, subcontractors, volunteers, or any person or entity with a beneficial ownership of five percent (5%) or more of the Contractor's equity is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, partners, contractors, subcontractors,

volunteers or any person or entity with a beneficial ownership of five percent (5%) or more of the Contractor's equity being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor has represented and warrants to County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and that it will do so in a manner consistent with and furthering of the Strategic Plan Goals of Yolo County, a copy of which can be found at http://www.yolocounty.org/general-government/about-us/mission-values-strategic-plan; and

WHEREAS, Contractor understands County is relying upon these representations in entering into this Agreement; and

NOW, THEREFORE, County and Contractor mutually agree as follows:

TERMS

ARTICLE 1. GENERAL PROVISIONS

I. TERM

The term of this Agreement shall be from **July 1, 2023 through December 31, 2023** unless sooner terminated as provided for in Article 2, Section VII of this Agreement.

II. SCOPE OF WORK

A. Contractor shall provide the services set forth in Exhibit A in a manner satisfactory to the Director and in conformance with this term and conditions of this Agreement including but not limited to all other exhibits and attachments hereto.

B. Contractor represents and warrants to County that it has the necessary licensing, certification, training, experience, expertise, and competency to provide the services, goods, and materials that are described in this Agreement, at a cost to County as herein specified; that it will be able to perform the herein described services at minimum cost to County by virtue of its current and specialized knowledge of relevant data, issues, and conditions. County is relying upon these representations in entering into this Agreement.

III. COMPENSATION

A. This Agreement shall be subject to any restrictions, limitations, and/or conditions imposed by County, state or federal funding sources that may in any way affect the fiscal provisions of, or funding for, this Agreement. This Agreement is also contingent upon sufficient funds being made available by County, state or federal funding sources for the term of the Agreement.

B. Subject to the satisfactory performance of the services required of Contractor pursuant to the terms and conditions set forth in this Agreement, and following Contractor's submission of an appropriate invoice, claims and such other documentation that County may require, County shall pay Contractor according to the terms set forth in Article 9 and Exhibit B-1 of this Agreement. Contractor agrees to accept the foregoing payments as full and complete payment for all services provided pursuant to this Agreement, irrespective of whether the cost of such services and related administrative expenses exceed such payments.

C. Funding is provided by fiscal year. For purposes of this Agreement, the fiscal year begins July 1 and ends the following June 30. Any unspent fiscal year appropriation does not roll over and is not available for services provided in subsequent years, if any.

D. The maximum financial obligation of County under this Agreement for the term of this Agreement shall not exceed [amount], as follows:

Fiscal Year 2023-24 July 1, 2023 through December 31, 2023
$xxx

These amounts are not guaranteed but shall be paid only for services rendered and received in conformance with this Agreement.

V. ENTIRE AGREEMENT

A. The complete Agreement shall include the following exhibits and attachment(s) attached hereto and incorporated herein:

Exhibit A	Scope of Services
Exhibit B-1	Terms of Payment
Exhibit B-2	Rate Schedule
Exhibit C	Indemnification and Insurance
Exhibit D	Business Associate/Qualified Services Organization Agreement Addendum
Exhibit E	Performance Measures
Attachment 1	CA Department of Health Care Services-Perinatal Guidelines
Attachment 2	HHSA SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018
Attachment 3	State Contract DHCS-Yolo DMC-ODS Intergovernmental Agreement.

B. This Agreement constitutes the entire agreement between County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.§

[END ARTICLE 1]

ARTICLE 2. STANDARD TERMS AND CONDITIONS

I. INDEPENDENT CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of County. Contractor hereby indemnifies and holds County harmless from any and all claims that may be made against County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement. Contractor shall determine the method and manner of performing its duties under this Agreement, and County may monitor the work performed by Contractor

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of County in any capacity whatsoever as an agent or to bind County to any obligation whatsoever.

C. Contractor shall provide all facilities, equipment, personnel, labor, materials, supplies, and operating expenses of any kind required for the performance of this Agreement unless otherwise provided in the scope of services.

II. PERFORMANCE & PERSONNEL STANDARDS

A. Contractor shall exercise all care and judgment consistent with good practices in the performance of the services required by this Agreement and shall provide all services in accordance with any applicable laws and regulations incorporated in this Agreement and its Exhibits.

B. Contractor shall furnish professional personnel in accordance with the regulations, including all amendments thereto, issued by County, California State Department of Healthcare Service (DHCS), United States Centers for Medicare & Medicaid Services (CMS), United States Department of Health and Human Services (US DHHS), Office of the Inspector General (OIG), the Comptroller General of the United States and any other authorized federal and state agencies.

C. Contractor shall operate continuously throughout the term of this Agreement with at least the minimum staff required by law for provision of services hereunder. Such personnel shall be qualified in accordance with all applicable laws.

D. Employment of persons to provide treatment services who do not possess the required licenses, certifications or permits to provide services under this Agreement shall be deemed a breach of this Agreement and constitutes grounds for the termination of this Agreement by County.

E. Contractor shall comply with the County's Practitioner Enrollment process. See also Article 15.

III. NOTICE TO PARTIES

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:	**County:**
(Legal Entity Name	Yolo County Health and Human Services Agency
(Address)	137 N. Cottonwood Street
Address)	Woodland, CA 95695
(Name, Title)	Nolan Sullivan, Director

B. In lieu of written notice to the above addresses, any party may provide notices by email provided the following email addresses are used:

Contractor:	**County:**
xxxxx@xxxxx	Contracts Unit: HHSAContracts@YoloCounty.org
	Contract Administrator: xxxx@yolocounty.org

C. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

D. Any party may change the designated representative, address, or email address to which such communications are to be given by providing the other party(ies) with written notice of such change at least fifteen (15) business days prior to the effective date of the change.

IV. ASSIGNMENT AND SUBCONTRACTS

A. The services and obligations required of Contractor under this Agreement are not assignable in whole or in part without the express written agreement of both Parties.

B. Contractor shall not subcontract any portion of the services required of Contractor by this Agreement without the express written consent of the Director.

1. If any portion of the services required of Contractor are subcontracted, the subcontractor(s) shall maintain the same indemnification and insurance as required of Contractor by this Agreement including Exhibit C. Contractor shall be fully responsible to County for all work undertaken by subcontractors.

2. Contractor shall ensure that all subcontracts are subject to the applicable terms and conditions of this Agreement, including, without limitation, the licensing, certification, privacy, data security and confidentiality requirements set forth herein, and include the applicable provisions of Title 42 of the Code of Federal Regulations (CFR) section 438.230.

3. Contractor shall remain legally responsible for the performance of all terms and conditions of this Agreement, including, without limitation, all SUD services provided by third parties under subcontracts, whether approved by County or not.

V. MODIFICATION AND AMENDMENT

A. County may unilaterally amend this Agreement, in whole or in part, as needed to align terms with any applicable laws, regulations and contractual obligations or to reflect any changes to same as set forth by DHCS or other federal or state agencies with authority over Medicaid laws and regulations or to issue related sub-regulatory guidance.

B. Except as otherwise specifically provided herein, this Agreement may only be modified or amended by written instrument signed by both Parties. See Article 2, Section XI. regarding the Authorized Representatives for the execution of any such modification or amendment.

VI. DISPUTES

Should a dispute arise between Contractor and County relating to performance under this Agreement other than disputes governed by a dispute resolution process in Title 9, Division 1, Chapter 11 of the California Code of Regulations, prior to exercising any other remedy which may be available,

Contractor shall provide County with written notice of the particulars of the dispute within thirty (30) calendar days of the incident. Upon receipt of the written notice, County shall meet with the Contractor, review the facts in the dispute, and recommend a means of resolving the dispute. Final written response to the Contractor will be provided within thirty (30) days of receipt of the Contractor's original written notice.

VII. TERMINATION

A. This Agreement may be terminated at any time by the mutual written agreement of both Parties.

B. Either Party may terminate this Agreement for convenience by providing at least sixty (60) days' advance written notice to the other party.

C. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not fewer than thirty (30) days to cure the default. Such notice shall describe the default and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty (30) day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not fewer than fifteen (15) days advance written notice. The waiver by either Party of any breach or violation of any requirement of this Agreement shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this Agreement. Neither party waives the right to recover damages against the other for breach of this Agreement.

D. This Agreement is subject to County, the state and/or the federal government(s) appropriating and approving sufficient funds for the payments required by this Agreement. If County's adopted budget and/or its receipts from the state and/or the federal government(s) do not contain sufficient funds for this Agreement, County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event County shall have no obligation to pay the Contractor any further funds or provide other consideration and Contractor shall have no obligation to provide any further services pursuant to this Agreement.

E. County may terminate this Agreement upon ten (10) days written notice to Contractor in the event Contractor becomes excluded, debarred, or suspended from participation from federally funded programs; or if County, the state and/or the federal government(s) have otherwise determined that Contractor does not meet the requirements for participation in the Medicaid or Medi-Cal program.

F. If, in the Director's sole judgment, Contractor's performance of the obligations, duties and responsibilities required of Contractor by this Agreement jeopardize the health, safety, or welfare of any person, then County may terminate this Agreement immediately upon written notice served upon the Contractor.

G. See Article 2, Section XI. regarding the Authorized Representatives for the execution of any such termination agreement or notice.

H. If this Agreement is terminated, the Contractor shall promptly supply all information necessary for the reimbursement of any claims submitted to the State.

VIII. SEVERABILITY

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement.

IX. WAIVER

The waiver by the County or any of its officers, agents, or employees, or the failure of the County or its officers, agents, or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

X. INTERPRETATION; VENUE

A. The headings used herein are for reference only. The terms of the Agreement are set out in the text under the headings. In the event of any conflict between any of the provisions of this Agreement (including any exhibits and attachments), the provision that requires the highest level of performance from Contractor for County's benefit shall prevail.

B. This Agreement shall be governed by the laws of the State of California without regard to the choice of law or conflicts.

C. This Agreement is made in Yolo County, California. The venue for any legal action in state court filed by either party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement shall be in the Superior Court of California, County of Yolo. The venue for any legal action in federal court filed by either Party to this Agreement for the purpose of interpreting or enforcing any provision of this Agreement lying withing the jurisdiction of the federal courts shall be the Eastern District of California.

XI. AUTHORITY TO CONTRACT

A. County and Contractor warrant that they are legally permitted and otherwise have the authority to enter into this Agreement, the signatories to this Agreement are authorized to execute this Agreement on behalf of their respective entities, and that any action necessary to bind each Party has been taken prior to execution of this Agreement.

B. Specific County Authority

1. Director's Authority: The Director may: issue termination notices in conformance with the conditions of Article 2, Section VII of this Agreement and issue any other general notices regarding the administration of this Agreement.

2. County Procurement Manager's Authority: The Yolo County Procurement Manager may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the Agreement. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the then current Yolo County Procurement Policy.

3. Yolo County Board of Supervisors' Authority: All other authority related to this Agreement is reserved by the Yolo County Board of Supervisors.

XII. COVENANTS AND CONDITIONS

Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should County choose to excuse any given failure of

Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

XIII. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Title 1 Division 4, Chapter 1, Article 4 of the California Government Code, commencing with Section 1090, and Title 9, Chapter 7 of the California Government Code, commencing with Section 87100, including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any direct or indirect interest, which would conflict in any manner with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform County and provide all information needed for resolution of the question.

XIV. THIRD PARTY RIGHTS

Except where specifically stated otherwise in this document, the promises in this document benefit County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

XV. OWNERSHIP OF DOCUMENTS & WORK PRODUCTS AND EQUIPMENT

A. 1. Any professional and/or technical documents work products. and/or information developed under this Agreement, including but not limited to writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of County.

2. Upon completion of services under this Agreement or upon any earlier termination of this Agreement, Contractor shall deliver and assign the foregoing to County. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world.

3. In addition, basic data prepared or obtained under this Agreement shall be made available to County without restriction or limitation on their use.

4. No additional charge will be made for any of the foregoing.

B. 1. County shall have and retain ownership and title to all equipment valued over five thousand dollars ($5,000) (including shipping and taxes) purchased by Contractor with County funds under this Agreement. County shall inventory tag all equipment and shall conduct, or require Contractor to conduct, an annual physical inventory of the equipment. Contractor shall make

all equipment available to County during normal business hours for tagging or inventory.

2. Contractor shall maintain an Equipment Report listing of all equipment purchased under this Agreement together with bills of sale and any other documents as may be necessary to show clear title and reasonableness of the purchase price. The Equipment Report shall specify the quantity, name, description, purchase price, and date of purchase of all equipment.

3. Contractor shall submit to County the Equipment Report. This report is due by July 31 each year and will cover the period from the inception of this Agreement through June 30 of the preceding fiscal year.

XVI. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

[END ARTICLE 2]

ARTICLE 3. SERVICES AND ACCESS PROVISIONS

I. CERTIFICATION OF ELIGIBILITY

Contractor will, in cooperation with County, comply with Title 42 of the Code of Federal Regulations section 455.1(a)(2) and DHCS Behavioral Health Information Notice (BHIN) 23-001, to obtain a certification of a client's eligibility for SUD services under Medi-Cal.

II. ACCESS TO SUBSTANCE USE DISORDER SERVICES

A. In collaboration with County, Contractor will work to ensure that individuals to whom the Contractor provides SUD services meet access criteria and medical necessity requirements, as per DHCS guidance specified in BHIN 23-001. Specifically, the Contractor will ensure that the clinical record for each client includes information as a whole indicating that client's presentation and needs are aligned with the criteria applicable to their age at the time of service provision as specified below.

B. Contractor shall have written admission criteria for determining the client's eligibility and suitability for treatment and services. All clients admitted shall meet the admission criteria and this shall be documented in the client's record.

C. Programs shall ensure that their policies, procedures, practices, and rules and regulations do not discriminate against the above special populations. Whenever the needs of the client cannot be reasonably accommodated, efforts shall be made to make referral(s) to appropriate programs.

D. Contractor should recognize and educate staff and collaborative partners that Parole and Probation status is not a barrier to SUD services.

E. The initial assessment shall be performed face-to-face or by telehealth (synchronous audio/video only) by an Licensed Practitioner of the Healing Arts (LPHA) or registered or certified counselor and may be done in the community or the home, except for residential treatment services and narcotic treatment programs (NTPs). If the assessment of the client is completed by a registered or certified counselor, then an LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

F. Contractor shall comply with beneficiaries' access criteria and services provided during the initial assessment process requirements:

1. For beneficiaries 21 years of age and older, a full assessment using the ASAM Criteria shall be completed within 30 days of the beneficiary's first visit with an LPHA or registered or certified counselor, or Peer Support Specialist (except for residential treatment services)

2. For beneficiaries under the age of 21, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).

3. For beneficiaries experiencing homelessness and where the provider documents that due to homelessness additional time is required to complete the assessment, a full assessment using the ASAM Criteria shall be completed within 60 days of the beneficiary's first visit with an LPHA or registered or certified counselor (except for residential treatment services).

4. If a client withdraws from treatment prior to completion of the assessment or prior to establishing a DSM diagnosis for Substance-Related and Addictive Disorder, and later returns, the 30-day or 60-day time period starts over.

H. Contractor shall comply with beneficiaries' access criteria after initial assessment requirements:

1. Beneficiaries 21 years of age and older, to qualify for DMC-ODS services after the initial assessment, must meet one of the following criteria:

a. Have at least one diagnosis from the most current edition of the Diagnostic and Statistical Manual (DSM) of Mental Disorders for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, OR

b. Have had at least one diagnosis from the most current edition of the DSM for Substance-Related and Addictive Disorders, except for Tobacco-Related Disorders and Non-Substance-Related Disorders, prior to being incarcerated or during incarceration, determined by substance use history.

2. Beneficiaries under the age of 21, qualify for DMC-ODS medically necessary services after the initial assessment, in the following circumstances:

a. All services that are Medi-Cal-coverable, appropriate, and medically necessary, needed to correct and ameliorate health conditions shall be provided, as per federal Early & Periodic Screening, Diagnostic and Treatment (EPSDT) statutes and regulations.

b. Services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs, consistent with federal guidance.

c. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

III. ASAM LEVEL OF CARE DETERMINATION

A. Contractor shall use the ASAM Criteria to determine placement into the appropriate level of care (LOC) for all beneficiaries, which is separate and distinct from determining medical necessity. LOC determinations shall ensure that beneficiaries are able to receive care in the least restrictive LOC that is clinically appropriate to treat their condition.

B. A full ASAM Criteria assessment and an SUD diagnosis is not required to deliver prevention and early intervention services for beneficiaries under the age of 21; a brief screening ASAM Criteria tool is sufficient for these services.

C. For clients who withdraw from treatment prior to completing the ASAM Criteria assessment or prior to establishing a diagnosis from the DSM for Substance-Related and Addictive Disorders, and later return, the time period for initial assessment starts over.

D. A full ASAM Criteria assessment, or brief screening ASAM Criteria tool for preliminary LOC recommendations, shall not be required to begin receiving DMC-ODS services.

E. A full ASAM Criteria assessment does not need to be repeated unless the client's condition changes.

F. Requirements for ASAM LOC assessments apply to NTP clients and settings.

//

IV. MEDICAL NECESSITY

A. Pursuant to BHIN 23-001 and consistent with California Welfare and Institutions Code section 14059.5, DMC-ODS services must be medically necessary.

B. For beneficiaries 21 years of age and older, a service is "medically necessary" or a "medical necessity" when it is reasonable and necessary to protect life, to prevent significant illness or significant disability, or to alleviate severe pain.

C. For beneficiaries under the age of 21, a service is "medically necessary" or a "medical necessity" if the service is necessary to correct or ameliorate screened health conditions. Consistent with federal guidance, services need not be curative or completely restorative to ameliorate a health condition, including substance misuse and SUDs. Services that sustain, support, improve, or make more tolerable substance misuse or an SUD are considered to ameliorate the condition and are thus covered as EPSDT services.

V. ADDITIONAL COVERAGE REQUIREMENTS AND CLARIFICATIONS

A. The target population for DMC-ODS SUD services includes clients who are enrolled in Medi-Cal, reside in the County, and meet the criteria for DMC-ODS services as per established requirements above.

B. Consistent with California Welfare and Institutions Code section 14184.402(f), covered SUD prevention, screening, assessment, treatment, and recovery services are reimbursable Medi-Cal services when:

1. Services are provided prior to the completion of an assessment or prior to the determination of whether DMC-ODS access criteria are met, or prior to the determination of a diagnosis.

a. Clinically appropriate and covered DMC-ODS services provided to clients over the age of 21 are reimbursable during the assessment process. Similarly, if the assessment determines that the client does not meet the DMC-ODS access criteria after initial assessment, those clinically appropriate and covered DMC-ODS services provided are reimbursable.

b. All Medi-Cal claims shall include a current CMS approved International Classification of Diseases (ICD) diagnosis code. In cases where services are provided due to a suspected SUD that has not yet been diagnosed, options are available in the CMS approved ICD-10 code list, for example, codes for "Other specified" and "Unspecified" disorders, or "Factors influencing health status and contact with health services".

2. Prevention, screening, assessment, treatment, or recovery services were not included in an individual treatment plan, or if the client signature was absent from the treatment plan.

a. While most DMC-ODS providers are expected to adopt problem lists as specified in BHIN 22-019, treatment plans continue to be required for some services in accordance with federal law.

b. Treatment plans are required by federal law for:

i. Narcotic Treatment Programs (NTPs)

ii. Peer Support Services

iii. SABG funded services [See Attachment 2 HHSA SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018 available to the Contractor as provided herein and incorporated by this reference.]

3. The beneficiary has a co-occurring mental health condition.

a. Medically necessary covered DMC-ODS services delivered by Contractor shall be covered and reimbursable Medi-Cal services whether the client has a co-occurring mental health condition or not.

VI. DIAGNOSIS DURING INITIAL ASSESSMENT

A. Contractor may use the following options during the assessment phase of client's treatment when a diagnosis has yet to be established as specified in BHIN 22-013:

1. ICD-10 codes Z55-Z65 Potential health hazards related to socioeconomic and psychological circumstances: may be used by all providers as appropriate during the assessment period prior to diagnosis and do not require certification as, or supervision, of, an LPHA.

2. ICD-10 code Z03.89 Encounter for observation for other suspected diseases and conditions ruled out: may be used by an LPHA during the assessment phase of a client's treatment when a diagnosis has yet to be established.

3. CMS approved diagnosis code on the ICD 10 tabular, available in the CMS ICD-10-CM page at: https://www.cms.gov/medicare/icd-10/2022-icd-10-cm, which may include Z codes. LPHAs may use any clinically appropriate ICD-10 code, for example, codes for "Other specified" and "Unspecified" disorders, or "Factors influencing health status and contact with health services".

VII. COORDINATION AND CONTINUITY OF CARE

A. Contractor shall comply with the care coordination requirements established by County and per Title 42 of the Code of Federal Regulations section 438.208.

B. Contractor shall ensure that all care, treatment, and services provided pursuant to this Agreement are coordinated among all providers who are serving the client. Coordination and continuity of care procedures shall meet the following requirements:

1. Ensure that each client has an ongoing source of care appropriate to their needs and a person or entity formally designated as primarily responsible for coordinating the services accessed by the client. The client shall be provided information on how to contact their designated person or entity.

2. All services provided to clients shall be coordinated:

a. Between settings of care, including appropriate discharge planning for short-term and long-term hospital and institutional stays.

b. With the services the client receives from any other managed care organization.

c. With the services the client receives in FFS Medi-Cal.

d. With the services the client receives from community and social support providers.

3. Share with other providers serving the client, as allowed by regulations, the results of any identification and assessment of that client's needs to prevent duplication of those activities.

4. Ensure that each provider furnishing services to clients maintains and shares, as appropriate, a client health record in accordance with professional standards.

5. Ensure that in the process of coordinating care, each client's privacy is protected in accordance with the privacy requirements in Title 45 the Code of Federal Regulations, Parts 160 and 164 subparts A and E and Title 42 of the Code of Federal Regulations Part 2, to the extent that they are applicable.

C. Contractor shall engage in care coordination activities beginning at intake and throughout the treatment and discharge planning processes.

D. To facilitate care coordination, Contractor will request a HIPPA and California law compliant client authorization to share client information with and among all other providers involved in the client's care, in satisfaction of state, and federal privacy laws and regulations.

VIII. SITE LICENSES, CERTIFICATIONS, PERMITS AND REQUIREMENTS

A. As specified in BHIN 21-001 and in accordance with California Health and Safety Code section 11834.015, DHCS adopted the ASAM treatment criteria as the minimum standard of care for licensed AOD facilities. All licensed AOD facilities shall obtain at least one DHCS LOC Designation and/or at least one residential ASAM LOC Certification consistent with all of its program services. If an AOD facility opts to obtain an ASAM LOC Certification, then that facility will not be required to obtain a DHCS LOC Designation. However, nothing precludes a facility from obtaining both a DHCS LOC Designation and ASAM LOC Certification.

B. Contractor shall obtain and comply with DMC site certification and ASAM designation or DHCS Level of Care Designation for each type of contracted service being delivered, as well as any additional licensure, registration or accreditation required by regulations for the contracted service being delivered.

C. Contractor shall obtain and maintain all appropriate licenses, permits, and certificates required by all applicable federal, state, and county and/or municipal laws, regulations, guidelines, and/or directives.

D. Contractor shall have and maintain a valid fire clearance at the specified service delivery sites where direct services are provided to clients.

E. Contractor must immediately notify County of a change in ownership, organizational status, licensure, or ability of Contractor to provide the quantity or quality of the contracted services in a timely fashion.

F. **1.** Contractor must also notify County and California State Department of Healthcare Service (DHCS) in writing of any change in organizational name, Head of Service or principal business at least fifteen (15) business days in advance of the change. DHCS shall certify Contractor to participate in the Drug Medi-Cal Organized Delivery System (DMC-ODS) program.

2. Contractor cannot reduce services or relocate without first receiving approval by DHCS. Contractor shall submit a Drug Medi-Cal (DMC) certification application to the DHCS Provider Enrollment Division (PED) sixty (60) days prior to the desired effective date of the

reduction of covered services or relocation. Contractor shall be subject to continuing certification requirements at least once every five (5) years.

3. Said notice shall become part of this Agreement upon acknowledgment in writing by County, and no further amendment of the Agreement shall be necessary provided that such change of address does not conflict with any other provisions of this Agreement.

4. See Article 2, Section III for the address and direction for the submission of notices.

IX. MEDICATIONS

A. If Contractor provides or stores medications, the Contractor shall store and monitor medications in compliance with all pertinent statutes and federal standards.

B. Contractor shall have written policies and procedures regarding the use of prescribed medications by clients, and for monitoring and storing of medications.

C. Prescription and over the counter medications which expire and other bio-hazardous pharmaceutics including used syringes or medications which are not removed by the client upon termination of services shall be disposed of by the program director or a designated substitute, and one other adult who is not a client. Both shall sign a record, to be retained for at least one year.

D. Contractor shall have at least one program staff on duty at all times trained to adequately monitor clients for signs and symptoms of their possible misuse of prescribed medications, adverse medication reactions and related medical complications.

X. ALCOHOL AND/OR DRUG-FREE ENVIRONMENT

A. Contractor shall provide an alcohol and/or drug-free environment for clients. The use of medications for the treatment of SUD, mental illness, or physical conditions, shall be allowed and controlled as per Contractor's written policies and procedures.

B. Contractor shall have written policies regarding service delivery for when clients experience relapse episodes. These policies shall be supportive of and consistent with the alcohol and/or drug-free environment of the program.

XI. ASSESSMENT OF TOBACCO USE DISORDER

A. As required by Assembly Bill (AB) 541 and BHIN 22-024, all licensed and/or certified SUD recovery or treatment facilities shall conduct an assessment of tobacco use at the time of the client's initial intake. The assessment shall include questions recommended in the most recent version of Diagnostic and Statistical Manual of Mental Disorders (DSM) under Tobacco Use Disorder, or County's evidence-based guidance, for determining whether a client has a tobacco use disorder.

B. The licensed and/or certified SUD recovery or treatment facility shall do the following:

1. Provide information to the client on how continued use of tobacco products could affect their long-term success in recovery from SUD.

2. Recommend treatment for tobacco use disorder in the treatment plan.

3. Offer either treatment, subject to the limitation of the license or certification issued by DHCS, or a referral for treatment for tobacco use disorder.

C. Licensed and/or certified SUD recovery or treatment facilities can also adopt tobacco free campus policies, to change the social norm of tobacco use, promote wellness, and reduce exposure to secondhand smoke.

XII. NALOXONE REQUIREMENTS

A. As required by AB 381, California Health and Safety Code section 11834.26, and BHIN 22-025, all licensed and/or certified SUD recovery or treatment facilities shall comply with the following requirements:

1. Maintain, at all times, at least 2 unexpired doses of naloxone, or any other opioid antagonist medication that is approved by the FDA for the treatment of an opioid overdose, on the premises of the licensed SUD recovery or treatment facility.

2. Have at least one staff member, at all times, on the premises who knows the specific location of the naloxone, or other FDA-approved opioid antagonist medication, and who has been trained in its administration. Training shall include review of online resources and the National Harm Reduction Coalition's Opioid Overdose Basics website to respond effectively to an opioid-associated overdose emergency. Staff shall certify that they have reviewed and undergone training in opioid overdose prevention and treatment.

3. The proof of completion of such training shall be documented in the staff member's individual personnel file, in accordance with CCR, Title 9, §10564(k).

[END ARTICLE 3]

ARTICLE 4. AUTHORIZATION AND DOCUMENTATION PROVISIONS

I. SERVICE AUTHORIZATION

A. Contractor will collaborate with County to complete authorization requests in line with County and DHCS policy, including HHSA SUD Residential Authorization Policy (6-5-015) Copies of County SUD policies have been made available to the Contractor on the Yolo County HHSA Behavioral Health Quality Management website at https://www.yolocounty.org/government/general-government-departments/health-human-services/mental-health/behavioral-health-quality-management/-folder-3829#docan1598_10557_7495.

B. Contractor shall respond to County in a timely manner when consultation is necessary for County to make appropriate authorization determinations.

C. County shall provide Contractor with written notice of authorization determinations within the timeframes set forth in BHIN 23-001, or any subsequent DHCS notices.

D. For SUD Non-Residential and Non-Inpatient Levels of Care service authorization:

1. Contractor shall follow County's policies and procedures around non-residential/non-inpatient levels of care according to BHIN 23-001.

2. Contractor is not required to obtain service authorization for non-residential/non-inpatient levels of care. Prior authorization is prohibited for non-residential DMC-ODS services.

E. For SUD Residential and Inpatient Levels of Care service authorization:

1. Contractor shall have in place, and follow, County written authorization policies and procedures for processing requests for initial and continuing authorization, or prior authorization, for residential treatment services, including inpatient services, but excluding withdrawal management services.

2. County will review the DSM and ASAM Criteria to ensure that the beneficiary meets the requirements for the service.

3. Prior authorization for residential and inpatient services (excluding withdrawal management services) shall be made within 24 hours of the prior authorization request being submitted by the provider.

a. County will ensure that prior authorization processes are completed in a manner that assures the provision of a covered SUD service to a client in a timely manner appropriate for the client's condition.

4. Contractor shall alert County when an expediated service authorization decision is necessary due to a client's specific needs and circumstances that could seriously jeopardize the client's life or health, or ability to attain, maintain, or regain maximum function. Expediated service authorizations shall not exceed 72 hours after receipt of the request for service, with a possible extension of up to 14 calendar days if the client or provider requests an extension.

5. Contractor shall alert County when a standard authorization decision is necessary. Standard service authorizations shall not exceed 14 calendar days following receipt of the request for

service, with a possible extension of up to 14 additional calendar days if the client or provider requests an extension.

F. Contractor, if applicable, shall ensure that length of stay (LOS) in residential program complies with the following:

1. LOS shall be determined by individualized clinical need (statewide LOS goal is 30 days). LOS for clients shall be determined by an LPHA and authorized by County as medically necessary.

2. Clients receiving residential treatment must be transitioned to another LOC when clinically appropriate based on treatment progress.

3. Perinatal clients may receive a longer LOS than those described above, if determined to be medically necessary.

4. Nothing in this section overrides any EPSDT requirements. EPSDT clients may receive a longer length of stay based on medical necessity.

II. DOCUMENTATION REQUIREMENTS

A. Contractor agrees to comply with documentation requirements for non-hospital services as specified in this Article 4 inclusive in compliance with federal, state and County requirements.

B. All Contractor documentation shall be accurate, complete, legible, and shall list each date of service. Contractor shall document the face-to-face duration of the services. . Services must be identified as provided in-person, by telephone, or by telehealth.

C. All services shall be documented utilizing County-approved templates and contain all required elements. Contractor agrees to satisfy the chart documentation requirements set forth in BHIN 22-019 or any subsequent relevant and the contract between County and DHCS. Failure to comply with documentation standards specified in this Article require corrective action plans.

III. ASSESSMENT

A. Contractor shall use the ASAM Criteria assessment for DMC-ODS clients to determine the appropriate level of SUD care.

B. The assessment shall include a typed or legibly printed name, signature of the service provider and date of signature. Assessment shall include the provider's LOC determination and recommendation for services. If the assessment of the client is completed by a registered or certified counselor, then the LPHA shall evaluate that assessment with the counselor and the LPHA shall make the initial diagnosis. The consultation between the LPHA and the registered or certified counselor can be conducted in person, by video conferencing, or by telephone.

C. The problem list and progress note requirements shall support the medically necessary services or medical necessity of each service provided.

D. Assessments shall be updated as clinically appropriate when the beneficiary's condition changes. Additional information on assessment requirements can be found in Article 3, Section II or BHIN 23-001. Residential providers should refer to the County's current SUD Residential Authorization Policy for requirements regarding residential assessment timelines. As of the start date of this Agreement Residential treatment services must be reassessed every 30 days.

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IV. ICD-10

A. Contractor shall use the criteria set forth in the current edition of the DSM as the clinical tool to make diagnostic determinations.

B. Once a DSM diagnosis is determined, the Contractor shall determine the corresponding diagnosis in the current edition of ICD. Contractor shall use the ICD diagnosis code(s) to submit a claim for SUD services to receive reimbursement from County.

C. Under the EPSDT mandate, for youth under the age of 21, a diagnosis from the ICD-10 for Substance-Related and Addictive Disorders is not required for early intervention services.

D. The ICD Tabular List of Diseases and Injuries is maintained by CMS and may be updated during the term of this Agreement. Changes to the lists of ICD diagnoses do not require an amendment to this Agreement, and County may implement these changes as provided by DHCS.

V. PROBLEM LIST (NOT APPLICABLE TO NTPS)

A. Contractor, will create and maintain a Problem List for each client served under this Agreement. The problem list is a list of symptoms, conditions, diagnoses, and/or risk factors identified through assessment, psychiatric diagnostic evaluation, crisis encounters, or other types of service encounters.

B. Contractor must document a problem list that adheres to industry standards utilizing at minimum SNOMED International, Systematized Nomenclature of Medicine Clinical Terms (SNOMED CT®) U.S. Edition, March 2021 Release, and ICD-10-CM 2023.

C. A problem identified during a service encounter may be addressed by the service provider (within their scope of practice) during that service encounter and subsequently added to the problem list.

D. The problem list shall be updated on an ongoing basis to reflect the current presentation of the client.

E. The problem list shall include, but is not limited to the following:

1. Diagnoses identified by a provider acting within their scope of practice, if any. Diagnosis-specific specifiers from the current DSM shall be included with the diagnosis, when applicable.

2. Problems identified by a provider acting within their scope of practice, if any.

3. Problems or illnesses identified by the client and/or significant support person, if any.

4. The name and title of the provider that identified, added, or removed the problem, and the date the problem was identified, added, or removed.

F. Contractor shall add to or remove problems from the problem list when there is a relevant change to a beneficiary's condition.

G. County does not require the problem list to be updated within a specific timeframe or have a requirement about how frequently the problem list should be updated after a problem has initially been added. However, Contractor shall update the problem list within a reasonable time such that the problem list reflects the current issues facing the client, in accordance with generally accepted standards of practice and in specific circumstances specified in BHIN 22-019.

VI. PROGRESS NOTES

A. Contractor shall create progress notes for the provision of all DMC-ODS services provided under this Agreement.

B. Each progress note shall provide sufficient detail to support the service code selected for the service type as indicated by the service code description.

C. Progress notes shall include all elements specified in BHIN 22-019, whether the note be for an individual or group service, and shall include:

1. The type of service rendered

2. A narrative describing the service, including how the service addressed the client's behavioral health need (e.g., symptom, condition, diagnosis, and/or risk factors)

3. The date that the service was provided to the beneficiary

4. Duration of the service, including travel and documentation time

5. Location of the client at the time of receiving the service

6. A typed or legibly printed name, signature of the service provider and date of signature

7. ICD-10 code

8. Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) code

9. Next steps, including, but not limited to, planned action steps by the provider or by the client, collaboration with the client, collaboration with other provider(s) and any update to the problem list as appropriate.

10. NTPs are not impacted by the documentation requirements in BHIN 22-019. NTPs shall continue to comply with federal and state regulations regarding plans of care and documentation requirements.

D. Contractor shall complete progress notes within three business days of providing a service, with the exception of notes for crisis services, which shall be completed within 24 hours.

E. Contractor shall complete a daily progress note for services that are billed on a daily basis, such as residential and inpatient services, if applicable.

F. When a group service is rendered by the Contractor, the following conditions shall be met in addition to progress note requirements as outlined above:

1. A list of participants is required to be documented and maintained by the Contractor.

2. If more than one provider renders a group service, one progress note may be completed for a group session and signed by one provider. Contractor shall ensure that in this case, the progress note clearly documents the specific involvement and the specific amount of time of involvement of each provider during the group activity, including documentation time.

VII. PLAN OF CARE

A. Contractor is not required to complete a plan of care for clients under this Agreement, except in the below circumstances:

1. Peer Support Services must be based on an approved Plan of Care. The plan of care shall be documented within the progress notes in the client's clinical record and approved by any treating provider who can render reimbursable Medi-Cal services.

2. NTPs are required to create a plan of care for clients as per federal law. This requirement is not impacted by the documentation requirements in BHIN 22-019. NTPs shall continue to comply with federal and state regulations regarding plans of care and documentation requirements.

3. For SABG Funded services See Attachment 2 HHSA SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018 available to the Contractor as provided herein and incorporated by this reference.]

4. **a.** The plan of care (treatment plan) shall be developed with the client within 30 days of admission and include:

i. Statement of all problems identified through the assessment whether addressed or deferred.

ii. Goals to address each problem statement (except when deferred).

iii. Statement of actions to meet the goals that include who is responsible for the action and the target date for completion

iv. Signature of primary counselor and client.

b. The plan shall be reviewed periodically and updated to accurately reflect the client's progress or lack of progress in treatment

c. Progress notes shall document the client's progress towards completion of activities and achievement of goals on the treatment plan.

VIII. TELEHEALTH

A. Contractor may use telehealth, when it deems clinically appropriate, as a mode of delivering behavioral health services in accordance with all applicable County, state, and federal requirements, including those related to privacy/security, efficiency, and standards of care. Such services will conform to the definitions and meet the requirements included in the Medi-Cal Provider Manual: Telehealth, available in the DHCS Telehealth Resources page at: https://www.dhcs.ca.gov/provgovpart/Pages/TelehealthResources.aspx.

B. All telehealth equipment and service locations must ensure that client confidentiality is maintained.

C. Licensed providers and staff may provide services via telephone and telehealth as long as the service is within their scope of practice (except initial assessments which cannot be provided by telephone).

D. Medical records for clients served by Contractor under this Agreement must include documentation of written or verbal consent for telehealth or telephone services if such services are provided by Contractor. Such consent must be obtained at least once prior to initiating applicable

health care services and consent must include all elements as specified in BHIN 23-018. Providers must explain to clients they have the right at any time to decline services provided by telehealth and elect in-person services.

E. County may at any time audit Contractor's telehealth practices, and Contractor must allow access to all materials needed to adequately monitor Contractor's adherence to telehealth standards and requirements.

F. As of January 1, 2024, all DMC-ODS providers must offer the same services in person that they offer by telehealth means.

IX. DISCHARGE PLANNING

A. Contractor shall have written policies and procedures regarding discharge. These procedures shall contain the following:

1. Written criteria for discharge defining:

a. Successful completion of program;

b. Administrative discharge;

c. Involuntary discharge;

d. Transfers and referrals.

B. For the discharge requirements for SABG funded clients, see Attachment 2 HHSA SABG Standards Policy and Procedure 6-1-002 available to the Contractor as provided herein and incorporated by this reference.

C. For the discharge requirements for perinatal clients, see Attachment 1 Department of Health Care Services-SABG Perinatal Guidelines available to the Contractor as provided herein and incorporated by this reference.]

D. See also any requirements in Exhibit A regarding the Discharge Services.

[END ARTICLE 4]

ARTICLE 5. RECORDS

I. Records include but are not limited to fiscal and client records including all physical and electronic records and documents originated or prepared pursuant to Contractor's performance under this Agreement, such as working papers, reports, financial records, documents of account, client grievance and appeal records, the data information and documents specified in Title 42 of the Code of Federal Regulations sections 438.604, 438.606, 438.608, and 438.610, patient healthcare records, prescription files, subcontracts, and any other documentation pertaining to covered services and other related services for clients.

II. Contractor shall maintain adequate fiscal records relating to all services provided and claims made pursuant to this Agreement. These may include, but are not limited to, complete service and financial records, which clearly reflect the actual cost and related fees received for each type of service for which payment is claimed and invoiced, audit work papers, beneficiary eligibility determination, and the fees charged to and collected from beneficiaries. Contractor shall comply with all applicable federal and state requirements as to retaining financial records and shall be maintained in conformance with standard procedures and accounting principles.

III. Contractor shall retain all fiscal records for a minimum of ten (10) years from the term end date of the State contract under which this Agreement is funded or in the event the County has been notified that an audit or investigation of the State Contract, until the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, or until final settlement, whichever is later.

IV. Contractor shall also maintain adequate patient healthcare records for each client ("client records") in sufficient detail to permit an evaluation of services, which shall include, but are not limited to: intake/admission information, demographic information, consent for treatment, medical history, assessment and diagnostic studies, problem lists, treatment plans, records of client interviews, client grievance and appeal records, and records of all services provided. Such client records shall also comply with all applicable federal, state, and County record retention requirements. If applicable, Contractor shall comply with federal, state, and County requirements as to maintaining electronic health records. County and Contractor will collaborate to provide clients with access to their healthcare records in compliance with all applicable federal, state, and County regulations.

V. All client records shall be kept for whichever time period listed below is longer:

A. ten (10) years from the term end date of the State Contract under which Agreement is funded or;

B. in the event the County has been notified that an audit or investigation of the State Contract, until the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. County will notify the Contractor if such event occurs; or

C. ten (10) years from the patient's date of discharge, if the patient is 18 years old or older when they are discharged; or

D. until the client's 28th birthday, if the client was treated and discharged while they were a minor; or

E. if the client was pregnant at the time of treatment, client records shall be maintained for 25 years from last date of treatment while pregnant. If the client was pregnant more than once while they received treatment, the last date of treatment of the last pregnancy shall be used to calculate the appropriate time frames for record retention. If the last day of treatment while pregnant cannot be ascertained from the client records, the last day of treatment while pregnant shall be calculated as one year from the initial report of pregnancy in the client record.

VI. If Contractor ceases to provide the services required by this Agreement for any reason, Contractor will contact County and make appropriate arrangements for transfer of care of the clients and for County to take possession of all records within seven calendar days of such end date. If applicable, electronic health care records shall be made available to the County in an electronic format readable by the County.

VII. See Article 6 and Article 7 for requirements regarding access to records.

VIII. All records shall be complete and current and comply with all Agreement requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for withholding of payments for billings submitted and for termination of Agreement.

IX. Contractor shall maintain client and community service records in compliance with all regulations set forth by local, state, and federal requirements, laws and regulations, and provide access to clinical records by County staff.

X. Contractor shall comply with Article 14 any applicable County, state or federal regulations regarding the confidentiality, privacy and security of client records including the relinquishing or maintenance of PHI or other protected information.

[END ARTICLE 5]

ARTICLE 6. RIGHT TO MONITOR/AUDIT

I. County, including a department, division or appointee thereof, DHCS, CMS, United States Department of Health and Human Services (US DHHS), including the Office of the Inspector General (OIG), the Comptroller General of the United States, the California State Auditor General and any other authorized federal and state agencies, and/or their duly authorized designees ("Monitors/Auditors") shall have absolute right to inspect, monitor, and audit Contractor's performance under this Agreement.

II. Contractor shall maintain and make all records, books, papers, documents, corporate minutes, financial records, staff information, client records, other pertinent items available as requested. Full cooperation shall be given by the Contractor to facilitate any review, inspection, monitoring, or audit conducted, according to this Agreement. Contractor shall make all of its employees, premises, physical facilities, equipment, books, records, documents, contracts, computers, or other electronic systems pertaining to Medi-Cal enrollees, Medi-Cal-related activities, services, and activities furnished under the terms of this Agreement, or determinations of amounts payable available at any time for inspection, examination, or copying by Monitors/Auditors, including access to any employees who might reasonably have information related to Contractor's performance under this Agreement.

III. This right to inspect, monitor, and audit will exist for at least ten (10) years from the final date of the Agreement period or in the event the Contractor has been notified that an audit or investigation of this Agreement has commenced, until such time as the matter under audit or investigation has been resolved, including the exhaustion of all legal remedies, whichever is later. [42 CFR §438.230(c)(3)(I)-(ii)]. The Contractor shall also be subject to the examination and audit of the Auditor General for a period of three (3) years after final payment under contract [See Cal. Govt. Code §8546.7.]

IV. Contractor shall provide Monitors/Auditors with all reasonable facilities and assistance for the safety and convenience of the Auditors in the performance of their duties.

V. Monitors/Auditors may inspect, monitor, and audit the Contractor at any time if there is a reasonable possibility of fraud or similar risk. The inspection shall occur at the Contractor's place of business, premises or physical facilities [42 CFR §438.230(c)(3)(iv)]. Unannounced visits, and visits other than during regular business hours, may be made if justified by the circumstances, at the discretion of County or authorized federal and state agencies.

VI. Any failure or refusal by Contractor to permit access to any employees, premises, physical facilities, equipment, books, records, documents, contracts, computers, other electronic systems, or other information required to be provided to the Monitors/Auditors shall constitute an express and immediate breach of this Agreement.

VII. Contractor shall notify County of any scheduled or unscheduled external inspection, evaluation, monitoring, and audit when it becomes aware of such visit. County shall reserve the right to attend any or all parts of external review processes.

VIII. This Article shall survive the termination or completion of this Agreement for the full period of time allowed by law.

[END ARTICLE 6]

ARTICLE 7. PROGRAM EVALUATION

I. PROGRAM EVALUATION ACTIVITIES CONDUCTED BY THE COUNTY

A. In addition to the inspection, monitoring and auditing provisions of Article 6, County will conduct monitoring and oversight activities to review the Contractor's SUD programs and operations. The purpose of these oversight activities is to verify that medically necessary services are provided to clients, who meet medical necessity and criteria for access to DMC-ODS as established in BHIN 23-001, in compliance with the applicable state and federal laws and regulations, and/or the terms of the Agreement between Contractor and County, and future BHINs which may spell out other specific requirements. [See 42 CFR §438.66 and as applicable with 42 CFR §§438.604, 438.606, 438.608, 438.610, 438.230, 438.808, 438.900 et seq.]

B. County reserves the right to place Contractor on probationary status should Contractor fail to meet performance requirements, which includes, but is not limited to, violations such as high disallowance rates, failure to report incidents and changes as contractually required, failure to correct issues, inappropriate invoicing, untimely and inaccurate data entry, not meeting performance outcomes expectations and violations issued directly from the State. Additionally, Contractor may be subject to Probationary Status or termination if contract monitoring and auditing corrective actions are not resolved within specified timeframes.

C. County has the discretion to revoke full or partial provisions of the Agreement, delegated activities or obligations, or application of other remedies permitted by state or federal law when any Monitors/Auditor determines Contractor has not performed satisfactorily

D. Contractor shall cooperate with County in the implementation, evaluation, monitoring and auditing of this Agreement and comply with any and all reporting requirements established by County. Should County identify an issue or receive notification of a complaint or potential/actual/suspected violation of requirements, County may audit, monitor, and/or request information from the Contractor to ensure compliance with laws, regulations, and requirements, as applicable.

E. See also Article 5 and Article 6.

II. PROGRAM EVALUATION ACTIVITIES CONDUCTED BY THE CONTRACTOR

A. Contractors shall institute and conduct a Quality Assurance Process for all services provided hereunder. Said process shall include at a minimum a system for verifying that all services provided and claimed for reimbursement shall meet DMC-ODS definitions and be documented accurately.

B. [Add any additional County specific requirements related to Quality Assurance Internal Auditing.]

C. Contractor shall provide County with notification and a summary of any internal audit exceptions and the specific corrective actions taken to sufficiently reduce the errors that are discovered through Contractor's internal audit process. Contractor shall provide this notification and summary to County in a timely manner.

III. CONFIDENTIALITY IN THE PROGRAM EVALUATION ACTIVITIES

A. Contractor and County mutually agree to maintain the confidentiality of Contractor's client records and information, in compliance with all applicable state and federal statutes and regulations, including but not limited to HIPAA, Title 42 of the Code of Federal Regulations Part 2, and California Welfare and Institutions Code section 5328, to the extent that these requirements

are applicable. Contractor shall inform all of its officers, employees and agents of the confidentiality provisions of all applicable statutes.

B. Contractor's fiscal records shall contain sufficient data to enable auditors to perform a complete audit and shall be maintained in conformance with standard procedures and accounting principles.

C. Contractor's records shall be maintained as required by the Director and DHCS on forms furnished by DHCS or County. All statistical data or information requested by the Director shall be provided by the Contractor in a complete and timely manner.

D. See also Article 14.

IV. CHART AUDITING/RECOUPMENT

A. County will conduct periodic audits of Contractor charts to ensure appropriate clinical documentation, high quality service provision and compliance with applicable federal, state and county regulations.

B. Such audits may result in requirements for Contractor to reimburse County for services previously paid in the following circumstances:

1. Identification of Fraud, Waste or Abuse as defined in federal regulation.

a. Fraud and abuse are defined in Title 42 of the Code of Federal Regulations section 455.2 and California Welfare and Institutions Code section 14107.11 (d).

b. Definitions for "fraud," "waste," and "abuse" can also be found in the Medicare Managed Care Manual available at: www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c21.pdf.

c. Add Cal False Claims

2. Overpayment of Contractor by County due to errors in claiming or documentation.

C. Contractor shall reimburse County for all overpayments identified by Contractor, County and/or state or federal oversight agencies as an audit exception within the timeframes required by law or Country or state or federal agency.

D. See also Exhibit B-1.

[END ARTICLE 7]

ARTICLE 8. CLIENT PROTECTIONS

I. CLIENTS' RIGHTS

Contractor shall take all appropriate steps to fully protect clients' rights, as specified in California Welfare and Institutions Code sections 5325 et seq; Title 9 of the California Code of Regulations sections 862, 883, and 884; Title 22 of the California Code of Regulations, sections 72453 and 72527; and 42 CFR section 438.100.

II. GRIEVANCES, APPEALS, AND NOTICES OF ADVERSE BENEFIT DETERMINATION

A. Contractor shall be responsible for processing any client grievances (as defined per Title 42 of the Code of Federal Regulations Part 438, section 438.400) that are directly expressed to the contractor, unless the client requests it be processed by the County or the nature of the grievance makes it more appropriately processed by the County. When processing client grievances, Contractor shall follow all requirements, including requirements to report to DHCS and Yolo County Quality Management, as set forth in the County's governing beneficiary protections policy and procedures.

B. Contractor shall not discourage the filing of grievances and clients do not need to use the term "grievance" for a complaint to be captured as an expression of dissatisfaction and, therefore, a grievance.

C. Aligned with Mental Health and Substance Use Disorder Services Information Notice (MHSUDS IN) 18-010E and per Title 42 of the Code of Federal Regulations Part 438, section 438.404, the appropriate and delegated Notice of Adverse Benefit Determination (NOABD) must be issued by Contractors within the specified timeframes using the template provided by County.

D. Contractors are responsible for issuing the following types of NOABDs directly to beneficiaries: Denial Notices, Termination Notices, Timely Access Notices, and NOABD Grievance and Appeal Timely Resolution Notices (as they relate to grievances made directly with the Contractor) in alignment with the County's governing beneficiary protections policy and procedures, MHSUDS 18-010E and per Title 42 of the Code of Federal Regulations Part 438, section 438.404.

E. NOABDs must be issued to clients anytime the Contractor has made or intends to make an adverse benefit determination that includes the reduction, suspension, or termination of a previously authorized service and/or the failure to provide services in a timely manner. The notice must have a clear and concise explanation of the reason(s) for the decision as established by DHCS and County.

F. Procedures and timeframes for responding to grievances, issuing, and responding to adverse benefit determinations, appeals, and state hearings must be followed as per Title 42 of the Code of Federal Regulations Part 438, Subpart F [42 CFR §§438.400 – 438.424.]

G. Contractor must provide clients with any reasonable assistance in completing forms and taking other procedural steps related to a grievance or appeal such as auxiliary aids and interpreter services.

H. Contractor must maintain records of grievances and appeals and must review the information as part of its ongoing monitoring procedures. The record must be accurately maintained in a manner accessible to County and available upon request to DHCS.

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III. ADVANCE DIRECTIVES

Contractor must comply with all County policies and procedures regarding Advanced Directives in compliance with the requirements of Title 42 of the Code of Federal Regulations sections 422.128 and 438.6(i)(l), 438.6(i)(3) and 438.6(i)(4).

IV. TRANSITIONS OF CARE

A. Contractor shall follow County's transition of care policy in accordance with applicable state and federal regulations, MHSUDS IN 18-051: DMC-ODS Transition of Care Policy, and any BHINs issued by DHCS for parity in SUD and mental health benefits subsequent to the effective date of this Agreement [42 CFR §438.62(b)(1)-(2).]

B. Clients shall be allowed to continue receiving covered DMC-ODS services with an out-of-network provider when their assessment determines that, in the absence of continued services, the client would suffer serious detriment to their health or be at risk of hospitalization or institutionalization. DMC-ODS treatment services with the existing provider (out-of-network) provider shall continue for a period of no more than 90 days unless medical necessity requires the services to continue for a longer period of time, not exceeding 12 months. Specific criteria must be met.

V. ADVERTISING REQUIREMENTS

A. Contractor, to protect the health, safety, and welfare of clients with a SUD, shall not use false or misleading advertisement for their medical treatment or medical services as per SB 434 Health and Safety Code §11831.9 and BHIN 22-022.

B. Licensed SUD recovery or treatment facilities and certified alcohol or other drug programs shall not do any of the following:

1. Make a false or misleading statement or provide false or misleading information about the entity's products, goods, services, or geographical locations in its marketing, advertising materials, or media, or on its internet website or on a third-party internet website.

2. Include on its internet website a picture, description, staff information, or the location of an entity, along with false contact information that surreptitiously directs the reader to a business that does not have a contract with the entity.

3. Include on its internet website false information or an electronic link that provides false information or surreptitiously directs the reader to another internet website.

C. Contractor shall comply with these requirements and any subsequent regulations around advertising requirements for SUD recovery or treatment facilities issued by DHCS.

[END ARTICLE 8]

ARTICLE 9. PROGRAM INTEGRITY

I. GENERALLY

As a condition of receiving payment under a Medi-Cal managed care program, the Contractor shall comply with the provisions of Title 42 of the Code of Federal Regulations Part 438 sections 438.604, 438.606, 438.608 and 438.610. [See 42 CFR §438.600 (b).]

II. ASAM STANDARDS OF CARE

A. In accordance with Health and Safety Code §111834.015, DHCS has adopted the ASAM treatment criteria, or other equivalent evidenced based criteria as the minimum standard of care for AOD facilities.

B. For this Agreement and subsequential services, Contractor shall adopt ASAM as the evidenced based practice standard for LOC.

C. Contractor shall ensure treatment staff of all SUD treatment programs receive adequate training in ASAM criteria prior to providing services that includes but is not limited to in person or e-training modules:

1. ASAM Module I- Multidimensional Assessment

2. ASAM Module II- From Assessment to Service Planning and Level of Care

3. ASAM Module III-Introduction to the ASAM Criteria

III. CREDENTIALING AND RE-CREDENTIALING OF PROVIDERS

A. Contractors must follow the uniform process for credentialing and recredentialing of network providers established by County, including disciplinary actions such reducing, suspending, or terminating provider's privileges. Failure to comply with specified requirements can result in suspension or termination of a provider.

B. Upon request, the Contractor must demonstrate to County that each of its providers are qualified in accordance with current legal, professional, and technical standards, and that they are appropriately licensed, registered, waivered, and/or certified.

C. Contractor must not employ or subcontract with providers debarred, suspended or otherwise excluded (individually, and collectively referred to as "Excluded") from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in Title 42 of the Code of Federal Regulations section 438.610. See relevant section below regarding specific requirements for exclusion monitoring.

D. Contractors shall ensure that all of their network providers, delivering covered services, sign and date an attestation statement on a form provided by County, in which each provider attests to the following:

1. Any limitations or inabilities that affect the provider's ability to perform any of the position's essential functions, with or without accommodation;

2. A history of loss of license or felony convictions;

3. A history of loss or limitation of privileges or disciplinary activity;

4. A lack of present illegal drug use; and

5. The application's accuracy and completeness

E. Contractor must file and keep track of attestation statements for all of their providers and must make those available to County upon request at any time.

F. Contractor is required to sign an annual attestation statement at the time of Agreement renewal in which they will attest that they will follow County's Credentialing Policy and MHSUDS IN 18-019 and ensure that all their rendering providers are credentialed as per established guidelines.

G. Contractor is required to verify and document at a minimum every three (3) years that each network provider that delivers covered services continues to possess valid credentials, including verification of each of the credentialing requirements as per County's uniform process for credentialing and recredentialing. If any of the requirements are not up-to-date, updated information should be obtained from network providers to complete the re-credentialing process.

IV. SCREENING AND ENROLLMENT REQUIREMENTS

A. County shall ensure that all Contractor providers are enrolled with the state as Medi-Cal providers consistent with the provider disclosure, screening, and enrollment requirements of Title 42 of the Code of Federal Regulations Part 455, subparts B and E. [42 CFR §438.608(b).]

B. County may execute this Agreement, pending the outcome of screening, enrollment, and revalidation of Contractor, of up to 120 days but must terminate this Agreement immediately upon determination that Contractor cannot be enrolled, or the expiration of one 120-day period without enrollment of the Contractor, and notify affected clients [42 CFR §438.602(b)(2).]

C. Contractor shall ensure that all Providers and/or subcontracted Providers consent to a criminal background check, including fingerprinting to the extent required under state law and Title 42 of the Code of Federal Regulations section 455.434(a). Contractor shall provide evidence of completed consents when requested by County, DHCS or the US DHHS.

V. COMPLIANCE PROGRAM REQUIREMENTS

A. Contractor shall have in place a compliance program designed to detect and prevent fraud, waste and abuse, as per Title 42 of the Code of Federal Regulations section 438.608(a)(1), that must include:

1. Written policies, procedures, and standards of conduct that articulate the organization's commitment to comply with all applicable requirements and standards under the Agreement, and all applicable federal and state requirements.

2. A Compliance Office (CO) who is responsible for developing and implementing policies, procedures, and practices designed to ensure compliance with the requirements of this Agreement and who reports directly to the CEO and the Board of Directors.

3. A Regulatory Compliance Committee on the Board of Directors and at the senior management level charged with overseeing the organization's compliance program and its compliance with the requirements under the Agreement.

4. A system for training and education for the Compliance Officer, the organization's senior management, and the organization's employees for the federal and state standards and requirements under the Agreement.

5. Effective lines of communication between the Compliance Officer and the organization's employees.

6. Enforcement of standards through well-publicized disciplinary guidelines.

7. The establishment and implementation of procedures and a system with dedicated staff for routine internal monitoring and auditing of compliance risks, prompt response to compliance issues as they are raised, investigation of potential compliance problems as identified in the course of self-evaluation and audits, corrections of such problems promptly and thoroughly to reduce the potential for recurrence, and ongoing compliance with the requirements under the Agreement.

8. The requirement for prompt reporting and repayment of any overpayments identified.

B. Contractor must have administrative and management arrangements or procedures designed to detect and prevent fraud, waste and abuse of federal or state health care funding. Contractor must report fraud and abuse information to County including but not limited to:

1. Any potential fraud, waste, or abuse per Title 42 of the Code of Federal Regulations sections 438.608(a), (a)(7) and Cal. Govt. Code Section 12650 et seq.

2. All overpayments identified or recovered, specifying the overpayment due to potential fraud as per Title 42 of the Code of Federal Regulations sections 438.608(a), (a)(2).

3. Information about change in a client's circumstances that may affect the client's eligibility including changes in the client's residence or the death of the client as per Title 42 of the Code of Federal Regulations section 438.608(a)(3).

4. Information about a change in the Contractor's circumstances that may affect the network provider's eligibility to participate in the managed care program, including the termination of this Agreement with the Contractor as per Title 42 of the Code of Federal Regulations section 438.608 (a)(6).

C. Contractor shall implement written policies that provide detailed information about the False Claims Act and other federal and state Laws described in section 1902(a)(68) of the False Claims Act, including information about rights of employees to be protected as whistleblowers.

D. Contractor shall make prompt referral of any potential fraud, waste or abuse to County or potential fraud directly to the State Medicaid Fraud Control Unit.

E. County may suspend payments to Contractor if DHCS or County determine that there is a credible allegation of fraud in accordance with Title 42 of the Code of Federal Regulations section 455.23. [42 CFR §438.608 (a)(8).]

F. Contractor shall report to County all identified overpayments and reason for the overpayment, including overpayments due to potential fraud. Contractor shall return any overpayments to County within 60 calendar days after the date on which the overpayment was identified. [42 CFR §438.608 (a)(2), (c)(3).]

VI. INTEGRITY DISCLOSURES

A. Contractor shall provide information on ownership and controlling interests, disclosures related to business transactions, and disclosures related to persons convicted of crimes in the form and manner requested by County, by the Effective Date, each time the Agreement is renewed and

within 35 days of any change in ownership or controlling interest of Contractor. [42 CFR §§455.104, 455.105, and 455.106.]

B. Upon the execution of this Agreement, Contractor shall furnish County a Provider Disclosure Statement, which, upon receipt by County, shall be kept on file with County and may be disclosed to DHCS. If there are any changes to the information disclosed in the Provider Disclosure Statement, an updated statement should be completed and submitted to County within 35 days of the change. [42 CFR §455.104.]

C. Contractor must disclose the following information as requested in the Provider Disclosure Statement:

1. Disclosure of 5% or More Ownership Interest:

a. In the case of corporate entities with an ownership or control interest in the disclosing entity, the primary business address as well as every business location and P.O. Box address must be disclosed. In the case of an individual, the date of birth and Social Security Number must be disclosed.

b. In the case of a corporation with ownership or control interest in the disclosing entity or in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the corporation tax identification number must be disclosed.

c. For individuals or corporations with ownership or control interest in any subcontractor in which the disclosing entity has a five percent (5%) or more interest, the disclosure of familial relationship is required.

d. For individuals with five percent (5%) or more direct or indirect ownership interest of a disclosing entity, the individual shall provide evidence of completion of a criminal background check, including fingerprinting, if required by law, prior to execution of Agreement. [42 CFR §455.434.]

2. Disclosures Related to Business Transactions:

a. The ownership of any subcontractor with whom Contractor has had business transactions totaling more than $25,000 during the 12-month period ending on the date of the request.

b. Any significant business transactions between Contractor and any wholly owned supplier, or between Contractor and any subcontractor, during the 5-year period ending on the date of the request. [42 CFR §455.105(b).]

3. Disclosures Related to Persons Convicted of Crimes:

a. The identity of any person who has an ownership or control interest in the Contractor or is an agent or managing employee of the Contractor who has been convicted of a criminal offense related to that person's involvement in any program under the Medicare, Medicaid, or the Title XXI services program since the inception of those programs. [42 CFR §455.106.]

b. County shall terminate the enrollment of Contractor if any person with five percent (5%) or greater direct or indirect ownership interest in the disclosing entity has been convicted of a criminal offense related to the person's involvement with Medicare, Medicaid, or Title XXI program in the last 10 years.

D. Contractor must provide disclosure upon execution of this Agreement, extension for renewal, and within 35 days after any change in Contractor ownership or upon request of County. County may refuse to enter into an Agreement or terminate an existing Agreement with a Contractor if the Contractor fails to disclose ownership and control interest information, information related to business transactions and information on persons convicted of crimes, or if the Contractor did not fully and accurately make the disclosure as required.

E. Contractor must provide County with written disclosure of any prohibited affiliations under 42 CFR §438.610. Contractor must not employ or subcontract with providers or have other relationships with providers Excluded from participating in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in 42 CFR §438.610.

F. All disclosure required under this section shall be emailed to: HHSA.BHCompliance@yolocounty.org and HHSAQualityManagement@yolocounty.org.

VII. CERTIFICATION OF NON-EXCLUSION OR SUSPENSION FROM PARTICIPATION IN A FEDERAL HEALTHCARE PROGRAM

A. Prior to the effective date of this Agreement, the Contractor must certify that it is not excluded from participation in Federal Health Care Programs under either section 1128 or 1128A of the Social Security Act. Failure to certify will render all provisions of this Agreement null and void and may result in the immediate termination of the Agreement.

B. Contractor shall certify, prior to the Effective Date of this Agreement, that the Contractor does not employ or subcontract with providers or have other relationships with providers Excluded from participation in Federal Health Care Programs, including Medi-Cal/Medicaid or procurement activities, as set forth in Title 42 of the Code of Federal Regulations section 438.610. Contractor shall conduct initial and monthly Exclusion & Suspension searches of the following databases and provide evidence of these completed searches when requested by County, DHCS or the US DHHS:

1. www.oig.hhs.gov/exclusions - LEIE Federal Exclusions

2. www.sam.gov/portal/SAM - GSA Exclusions Extract

3. www.Medi-Cal.ca.gov - Suspended & Ineligible Provider List

4. https://nppes.cms.hhs.gov/#/ - National Plan and Provider Enumeration System (NPPES)

5. any other database required by DHCS or DHHS.

C. Contractor shall certify, prior to the execution of the Agreement, that Contractor does not employ staff or individual contractors/vendors that are on the Social Security Administration's Death Master File. Contractor shall check the following database prior to employing staff or individual contractors/vendors and provide evidence of these completed searches when requested by County, DHCS or the US DHHS.

I. https://www.ssdmf.com/ - Social Security Death Master File

D. Contractor is required to notify County immediately if Contractor becomes aware of any information that may indicate their (including employees/staff and individual contractors/vendors) potential placement on an exclusions list.

E. Contractor shall screen and revalidate annually all network providers in accordance with the requirements of Title 42 of the Code of Federal Regulations Part 455, Subparts B and E.

F. Contractor must confirm the identity and determine the exclusion status of all its providers, as well as any person with an ownership or control interest, or who is an agent or managing employee of the contracted agency through routine checks of federal and state databases. This includes the Social Security Administration's Death Master File, NPPES, the Office of Inspector General's List of Excluded Individuals/Entities (LEIE), the Medi-Cal Suspended and Ineligible Provider List (S&I List) as consistent with the requirements of Title 42 of the Code of Federal Regulations section 455.436.

G. If a Contractor finds a provider that is Excluded, it must promptly notify County as per Title 42 of the Code of Federal Regulations section 438.608(a)(2), (4). Contractor shall not certify or pay any Excluded provider with Medi-Cal funds, must treat any payments made to an Excluded provider as an overpayment, and any such inappropriate payments may be subject to recovery.

[END ARTICLE 9]

ARTICLE 10. QUALITY IMPROVEMENT PROGRAM

I. QUALITY IMPROVEMENT ACTIVITIES AND PARTICIPATION

A. Contractor shall comply with the County's ongoing comprehensive Quality Assessment and Performance Improvement (QAPI) Program [42 C.F.R. §438.330(a)] and work with the County to improve established outcomes by following structural and operational processes and activities that are consistent with current practice standards.

B. Contractor shall participate in quality improvement (QI) activities, including clinical and non-clinical performance improvement projects (PIPs), as requested by County in relation to state and federal requirements and responsibilities, to improve health outcomes and clients' satisfaction over time. Other QI activities include quality assurance, collection and submission of performance measures specified by County, mechanisms to detect both underutilization and overutilization of services, client and system outcomes, utilization management, utilization review, provider appeals, provider credentialing and re-credentialing, and client grievances. Contractor shall measure, monitor, and annually report to County its performance.

C. Contractor shall implement mechanisms to assess client/family satisfaction based on County's guidance. Contractor shall assess client/family satisfaction by:

1. Surveying client/family satisfaction with the Contractor's services at least annually.

2. Evaluating client grievances, appeals and State Hearings at least annually.

3. Evaluating requests to change persons providing services at least annually.

4. Informing County and its clients of the results of client/family satisfaction activities.

D. Contractor, if applicable, shall implement mechanisms to monitor the safety and effectiveness of medication practices. This mechanism shall be under the supervision of a person licensed to prescribe or dispense prescription drugs, at least annually.

E. Contractor shall implement mechanisms to monitor appropriate and timely intervention of occurrences that raise quality of care concerns. Contractor shall take appropriate follow-up action when such an occurrence is identified. The results of the intervention shall be evaluated by the Contractor at least annually and shared with County.

F. Contractor shall collaborate with County to create a QI Work Plan with documented annual evaluations and documented revisions as needed. The QI Work Plan shall evaluate the impact and effectiveness of its quality assessment and performance improvement program.

G. Contractor shall attend and participate in County's Quality Improvement Committee (QIC) to recommend policy decisions, review and evaluate results of QI activities, including PIPs, institute needed QI actions, and ensure follow-up of QI processes. Contractor shall ensure that there is active participation by the Contractor's practitioners and providers in the QIC.

H. Contractor shall assist County, as needed, with the development and implementation of Corrective Action Plans.

I. Contractor shall participate, as required, in annual, independent external quality reviews (EQR) of the quality, timeliness, and access to the services covered under this Agreement, which are conducted pursuant to Subpart E of Part 438 of the Code of Federal Regulations. [42 CFR §§438.350(a) and 438.320.]

II. NETWORK ADEQUACY

A. Contractor shall ensure that all services covered under this Agreement are available and accessible to clients in a timely manner and in accordance with the network adequacy standards required by regulation. [42 CFR §438.206 (a) & (c).]

B. Contractor shall submit, when requested by County and in a manner and format determined by County, network adequacy certification information to County, utilizing a provided template or other designated format.

C. Contractor shall submit updated network adequacy information to County any time there has been a significant change that would affect the adequacy and capacity of services and as requested by County. Significant changes include, but are not limited to, changes in services or providers available to clients, and changes in geographic service area.

III. TIMELY ACCESS

A. Contractor shall comply with the requirements set forth in Title 9 of the California Code of Regulations section 1810.405, including meeting County and State Contract standards for timely access to care and services, taking into account the urgency of the need for services. County shall monitor Contractor to determine compliance with timely access requirements and shall take corrective action in the event of noncompliance.

B. Timely access standards include:

1. Contractors must have hours of operation during which services are provided to Medi-Cal clients that are no less than the hours of operation during which the Contractor offers services to non-Medi-Cal clients. If the Contractor's provider only serves Medi-Cal clients, the provider must provide hours of operation comparable to the hours the Contractor makes available for Medi-Cal services that are not covered by the Agreement or another County.

2. Appointments data, including wait times for requested services, must be recorded and tracked by Contractor, and submitted to County on a monthly basis in a format specified by County. Appointments' data should be submitted to County's Quality Management department or other designated persons.

3. Contractor shall ensure that all clients seeking NTP services are provided with an appointment within three business days of a service request.

4. Contractor shall ensure that all clients seeking outpatient and intensive outpatient (non-NTP) services are provided with an appointment within 10 business days of a non-NTP service request.

5. Contractor shall ensure that all clients seeking non-urgent appointments with a non-physician SUD provider are provided within 10 business days of the request for the appointment. Similarly, Contractor shall ensure that all clients seeking non-urgent follow-up appointments with a non-physician SUD provider are provided within 10 business days of the prior appointment for those undergoing a course of treatment for an ongoing SUD condition. These timely standards must be followed, except in the following circumstances:

a. The referring or treating licensed health care provider, or the health professional providing triage or screening services, as applicable, has determined and noted that in the relevant record that a longer waiting time will not have a detrimental impact on the client's health.

b. Preventive care services and periodic follow-up care, including office visits for SUD conditions, may be scheduled in advance consistent with professionally recognized standards of practice as determined by the treating licensed health care provider acting within the scope of their practice.

6. Contractor shall ensure that, if necessary for a client or a provider to reschedule an appointment, the appointment is promptly rescheduled in a manner that is appropriate for the client's health care needs and ensures continuity of care consistent with good professional practice.

7. Contractor shall ensure that during normal business hours, the waiting time for a client to speak by telephone with staff knowledgeable and competent regarding the client's questions and concerns does not exceed 10 minutes.

IV. PRACTICE GUIDELINES

A. Contractor shall adopt practice guidelines (or adopt County's practice guidelines) that meet the following requirements as per Title 42 of the Code of Federal Regulations section 438.236:

1. Are based on valid and reliable clinical evidence or a consensus of providers in the field.

2. Consider the needs of the Contractor's clients

3. Are adopted in consultation with network providers

4. Are reviewed and updated periodically as appropriate

B. Contractor shall disseminate the guidelines to all affected providers and, upon request, to clients and potential clients.

V. PROVIDER APPLICATION AND VALIDATION FOR ENROLLMENT (PAVE)

Contractor shall ensure that all of its required clinical staff, who are rendering SUD services to Medi-Cal clients on behalf of Contractor, are registered through DHCS' Provider Application and Validation for Enrollment (PAVE) portal, pursuant to DHCS requirements, the 21st Century Cures Act, and the CMS Medicaid and Children's Health Insurance Program (CHIP) Managed Care Final Rule.

VI. TREATMENT PERCEPTION SURVEYS (TPS)

Contractor shall conduct the annual Treatment Perception Survey (TPS) consistent with DMC-ODS requirements and under the direction of County.

VII. PHYSICIAN INCENTIVE PLAN

If Contractor wants to institute a Physician Incentive Plan, Contractor shall submit the proposed plan to County which will in turn submit the Plan to the State for approval, in accordance with the provisions of Title 42 of the Code of Federal Regulations section 438.6(c).

VIII. REPORTING UNUSUAL OCCURRENCES

A. Contractor shall report unusual occurrences to the Director. An unusual occurrence is any event which jeopardizes the health and/or safety of clients, staff and/or members of the community, including, but not limited to, physical injury and death.

B. Unusual occurrences are to be reported to County within timelines specified in County policy after becoming aware of the unusual event. Reports are to include the following elements:

1. Complete written description of event including outcome;
2. Written report of Contractor's investigation and conclusions;
3. List of persons directly involved and/or with direct knowledge of the event.

C. County and DHCS retain the right to independently investigate unusual occurrences and the Contractor will cooperate in the conduct of such independent investigations.

IX. EVIDENCE BASED PRACTICES (EBPs)

A. Contractors will comply with County and DHCS standards related to Evidenced Based Practices (EBPs).

B. Contractor will implement at least two of the following EBP to fidelity per provider, per service modality:

1. Motivational Interviewing
2. Cognitive-Behavioral Services
3. Relapse Prevention
4. Trauma-Informed Treatment
5. Psycho-Education

X. DATA REPORTING REQUIREMENTS

A. Contractor shall comply with data reporting compliance standards as established by DHCS and/or SAMHSA depending on the specific source of funding.

B. Contractor shall ensure that all data stored or submitted to County, DHCS or other data collection sites is accurate and complete.

1. California Outcomes Measurement System Treatment (CalOMS Tx)

   a. All Yolo County certified SUD treatment providers, regardless of DMC certification status, must enter required CalOMS Tx data AVATAR, monthly.

   b. Yolo County Certified providers shall complete and submit this report in AVATAR within fifteen (15) days after the completion of the month in which services have been rendered.

   c. Certified providers outside of Yolo County shall complete and submit this report in accordance with the State's requirements and this compliance with the requirement of the county in which they operate.

   d. All certified providers shall adhere to the County's Policies and Procedures in completing and submitting this report. The County's Policies and Procedures are available at: http://insideyolo.yolocounty.org/index.aspx?page=181

   e. CalOMS Tx data shall be submitted by Contractor to DHCS via electronic submission within 45 days from the end of the last day of the report month. This data shall be submitted during this time frame.

2. Drug and Alcohol Treatment Access Report (DATAR)

a. DATAR data shall be submitted by Contractor to the state at website https://adpapps.dhcs.ca.gov/datar/ by the tenth day of the month after the completion of the month in which services have been rendered.

3. Substance Abuse and Prevention Treatment Block Grant (SABG) Funding Report

a. Contractors providing services to beneficiaries in counties using SABG funds will collect and report performance data to County monthly.

4. See also Article 14.

[END ARTICLE 10]

ARTICLE 11. ORIENTATION, TRAINING AND TECHNICAL ASSISTANCE

I. County will endeavor to provide Contractor with training and support in the skills and competencies to (a) conduct, participate in, and sustain the performance levels called for in the Agreement and (b) conduct the quality management activities called for by the Agreement.

II. County will provide the Contractor with all applicable standards for the delivery and accurate documentation of services.

III. County will make ongoing technical assistance available in the form of direct consultation to Contractor upon Contractor's request to the extent that County has capacity and capability to provide this assistance. In doing so, County is not relieving Contractor of its duty to provide training and supervision to its staff or to ensure that its activities comply with applicable regulations and other requirements included in the terms and conditions of this Agreement.

IV. Any requests for technical assistance by Contractor regarding any part of this Agreement shall be directed to County's designated contract monitor.

V. Contractor shall require all new employees in positions designated as "covered individuals" to complete compliance training within the first 30 days of their first day of work. Contractor shall require all covered individuals to attend, at minimum, one compliance training annually.

A. These trainings shall be conducted by County or, at County's discretion, by Contractor staff, or both, and may address any standards contained in this Agreement.

B. Covered individuals who are subject to this training are any Contractor staff who have or will have responsibility for, or who supervises any staff who have responsibility for, ordering, prescribing, providing, or documenting client care or medical items or services.

VI. Contractor shall require that physicians receive a minimum of five hours of continuing medical education related to addiction medicine each year.

VII. Contractor shall require that professional staff (LPHAs) receive a minimum of five hours of continuing education related to addiction medicine each year.

VIII. Contractor shall require that all personnel who provide Withdrawal Management (WM) services or who monitor or supervise the provision of such services meet additional training requirements set forth in BHIN 21-002 and its accompanying exhibits.

[END ARTICLE 11]

ARTICLE 12. FINANCIAL TERMS

I. CLAIMING/INVOICING -See Exhibit B-1 and Exhibit B-2.

II. ADDITIONAL FINANCIAL REQUIREMENTS

A. County has the right to monitor the performance of this Agreement to ensure the accuracy of claims for reimbursement and compliance with all applicable laws and regulations. See also Article 5, Article 6 and Article 7 of this Agreement.

B. Contractor must comply with the False Claims Act employee training and policy requirements set forth in Title 42 of the United States Code section 1396a(a)(68) and as the Secretary of the US DHHS may specify.

C. Contractor agrees that no part of any federal funds provided under this Agreement shall be used to pay the salary of an individual per fiscal year at a rate in excess of Level 1 of the Executive Schedule at https://www.opm.gov/ (U.S. Office of Personnel Management), as from time to time amended.

D. Federal Financial Participation is not available for any amount furnished to an Excluded individual or entity, or at the direction of a physician during the period of exclusion when the person providing the service knew or had reason to know of the exclusion, or to an individual or entity when County failed to suspend payments during an investigation of a credible allegation of fraud [42 USC §1396b(i)(2).]

III. CONTRACTOR PROHIBITED FROM REDIRECTION OF CONTRACTED FUNDS

A. Contractor may not redirect or transfer funds from one funded program to another funded program under which Contractor provides services pursuant to this Agreement except through a duly executed amendment to this Agreement.

B. Contractor may not charge services delivered to an eligible client under one funded program to another funded program unless the client is also eligible for services under the second funded program.

IV. FINANCIAL AUDIT REPORTING REQUIREMENTS

A. Contractor shall submit audited financial reports from an independent Certified Public Accountant (CPA) firm on an annual basis to County due by June 30th. The audit shall be conducted in accordance with generally accepted accounting principles and generally accepted auditing standards. Audited financial reports shall be submitted via email to: HHSA-BHClaims@yolocounty.org.

B. If County determines that Contractor is a "subrecipient" (also known as a "pass-through entity") as defined in Title 2 of the Code of Federal section 200 et seq., Contractor represents that it will comply with the applicable cost principles and administrative requirements including claims for payment or reimbursement by County as set forth in Title 2 of the Code of Federal section 200 et seq., as may be amended from time to time. Contractor shall observe and comply with all applicable financial audit report requirements and standards.

C. Financial audit reports must contain a separate schedule that identifies all funds included in the audit that are received from or passed through County. County programs must be identified by

Agreement number, Agreement amount, Agreement period, and the amount expended during the fiscal year by funding source.

D. Contractor shall provide these Audited Financial Reports including all attachments to the report, the management letter, and corresponding response by June 30, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination unless otherwise specified by the Director.

E. Contractor must submit any required corrective action plan to County simultaneously with the audit report or as soon thereafter as it is available. County shall monitor implementation of the corrective action plan as it pertains to services provided pursuant to this Agreement.

F. Should an Audit Report or any County, State and/or Federal government audit subsequently disallow any paid goods and/or services, or determine that Contractor has misspent funds, or been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings. Method of Repayment is detailed in Exhibit B-1.

[END ARTICLE 12]

ARTICLE 13. ADDITIONAL FINAL RULE PROVISIONS

I. NON-DISCRIMINATION

A. Contractor shall not discriminate against Medi-Cal eligible individuals in its County who require an assessment or meet medical necessity criteria for DMC-ODS in the provision of SUD services because of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability as consistent with the requirements of applicable federal laws, such as Title 42 of the Code of Federal sections §438.3(d)(3) and (4), the provisions of the Americans with Disabilities Act of 1990, and Section 504 of the Rehabilitation Act of 1973; and applicable state law such as the California Fair Employment and Housing Act [Cal. Govt. Code, Section 12900 et seq.], and the applicable regulations promulgated thereunder [2 CCR §§7285 et seq]); and BHIN 22-060 Enclosure 4.

B. Contractor shall take affirmative action to ensure that services to intended Medi-Cal clients are provided without use of any policy or practice that has the effect of discriminating on the basis of race, color, religion, ancestry, marital status, national origin, ethnic group identification, sex, sexual orientation, gender, gender identity, age, medical condition, genetic information, health status or need for health care services, or mental or physical disability.

II. PHYSICAL ACCESSIBILITY

In accordance with the accessibility requirements of section 508 of the Rehabilitation Act and the Americans with Disabilities Act of 1973, Contractor must provide physical access, reasonable accommodations, and accessible equipment for Medi-Cal clients with physical or mental disabilities.

III. APPLICABLE FEES

A. Contractor shall not charge any clients or third-party payers any fee for service unless directed to do so by the Director at the time the client is referred for services. When directed to charge for services, Contractor shall use the uniform billing and collection guidelines prescribed by DHCS.

B. Contractor will perform eligibility and financial determinations for each beneficiary prior to rendering services in accordance with the Drug Medi-Cal Billing Manual, unless directed otherwise by the Director.

C. Contractor shall not submit a claim to, or demand or otherwise collect reimbursement from, the client or persons acting on behalf of the client for any SUD or related administrative services provided under this Agreement, except to collect other health insurance coverage, share of cost, and co-payments [9 CCR § 1810.365(c).]

D. The Contractor must not bill clients, for covered services, any amount greater than would be owed if the County provided the services directly as per and otherwise not bill client as set forth in Title 42 of the Code of Federal Regulations section 438.106.

IV. CULTURAL COMPETENCE

All services, policies and procedures must be culturally and linguistically appropriate. Contractor must participate in the implementation of the most recent Cultural Competency Plan for County and shall adhere to all cultural competency standards and requirements. Contractor shall participate in County's efforts to promote the delivery of services in a culturally competent and equitable manner to all clients,

including those with limited English proficiency and diverse cultural and ethnic backgrounds, disabilities, and regardless of gender, sexual orientation, or gender identity.

V. CLIENT INFORMING MATERIALS

A. Basic Information Requirements

1. Contractor shall provide information in a manner and format that is easily understood and readily accessible to clients. [42 CFR §438.10(c)(1).] Contractor shall provide all written materials for clients in easily understood language, format, and alternative formats that take into consideration the special needs of clients in compliance with Title 42 of the Code of Federal Regulations section 438.10(d)(6). Contractor shall inform clients that information is available in alternate formats and how to access those formats in compliance with Title 42 of the Code of Federal Regulations section 438.10.

2. Contractor shall provide the required information in this section to each client receiving SUD services under this Agreement and upon request.

3. Contractor shall utilize County's website that provides the content required in this section and Title 42 of the Code of Federal Regulations section 438.10 and complies with all the requirements regarding the same set forth in Title 42 of the Code of Federal Regulations section 438.10.

4. Contractor shall use DHCS/County developed model beneficiary handbook and client notices. [42 CFR §§438.10(c)(4)(ii), 438.62(b)(3).]

5. Client information required in this section may only be provided electronically by the Contractor if all of the following conditions are met:

a. The format is readily accessible;

b. The information is placed in a location on the Contractor's website that is prominent and readily accessible;

c. The information is provided in an electronic form which can be electronically retained and printed;

d. The information is consistent with the content and language requirements of this Agreement;

e. The client is informed that the information is available in paper form without charge upon request and the Contractor provides it upon request within five business days. [42 CFR §438.10(c)(6).]

B. Language and Format

1. Contractor shall provide all written materials for potential clients and clients in a font size no smaller than 12 point. [42 CFR §438.10(d)(6)(ii).]

2. Contractor shall ensure its written materials that are critical to obtaining services are available in alternative formats, upon request of the client or potential client at no cost.

3. Contractor shall make its written materials that are critical to obtaining services, including, at a minimum, provider directories, beneficiary handbook, appeal and grievance notices, denial

and termination notices, and the Contractor's SUD health education materials, available in the prevalent non-English languages in County. [42 CFR §438.10(d)(3).]

a. Contractor shall notify clients, prospective clients, and members of the public that written translation is available in prevalent languages free of cost and how to access those materials. [See 42 CFR §438.10(d)(5)(i), (iii); Calif. Welf. & Instit. Code §14727(a)(1); 9 CCR §1810.410(e)(4).]

4. Contractor shall make auxiliary aids and services available upon request and free of charge to each client. [42 CFR §438.10(d)(3)- (4).]

5. Contractor shall make oral interpretation and auxiliary aids, such as Teletypewriter Telephone/Text Telephone (TTY/TDY) and American Sign Language (ASL), available and free of charge for any language in compliance with 42 CFR §438.10(d)(2), (4)-(5).

6. Taglines for written materials critical to obtaining services must be printed in a conspicuously visible font size.

C. Beneficiary Informing Materials

1. Each client must receive and have access to the beneficiary informing materials upon request by the client and when first receiving SUD services. Beneficiary informing materials include but are not limited to:

a. County DMC-ODS Beneficiary Handbook (BHIN 22-060)

b. Provider Directory

c. DMC-ODS Formulary

d. Advance Health Care Directive Form (required for adult clients only)

e. Notice of Language Assistance Services available upon request at no cost to the client

f. Language Taglines

g. Grievance/Appeal Process and Form

h. Notice of Privacy Practices

i. EPSDT poster (if serving clients under the age of 21)

2. Contractor shall provide each client with a beneficiary handbook at the time the client first accesses services. The beneficiary handbook shall be provided to beneficiaries within 14 business days after receiving notice of enrollment.

3. Contractor shall give each client notice of any significant change to the information contained in the beneficiary handbook at least 30 days before the intended effective date of change as per BHIN 22-060.

4. Required informing materials must be electronically available on the Contractor's website and must be physically available at the Contractor agency facility lobby for clients' access.

5. Informing materials must be made available upon request, at no cost, in alternate formats (i.e., Braille or Audio) and Auxiliary Aids (i.e., California Relay Service (CRS) 711 and American

Sign Language) and must be provided to clients within five business days. Large print materials shall be in a minimum 18-point font size.

6. Informing materials will be considered provided to the client if Contractor does one or more of the following:

a. Mails a printed copy of the information to the client's mailing address before the client first receives a SUD service;

b. Mails a printed copy of the information upon the client's request to the client's mailing address;

c. Provides the information by email after obtaining the client's agreement to receive the information by email;

d. Posts the information on the Contractor's website and advises the client in paper or electronic form that the information is available on the internet and includes applicable internet addresses, provided that clients with disabilities who cannot access this information online are provided auxiliary aids and services upon request and at no cost; or,

e. Provides the information by any other method that can reasonably be expected to result in the client receiving that information. If the Contractor provides informing materials in person, when the client first receives SUD services, the date and method of delivery shall be documented in the client's file.

D. Provider Directory

1. Contractor must follow County's provider directory policy, in compliance with MHSUDS IN 18-020.

2. Contractor must make available to clients, in paper form upon request and electronic form, specified information about its provider network as per Title 42 of the Code of Federal Regulations section 438.10(h). The most current provider directory is electronically available on County's website and is updated by County no later than 30 calendar days after information is received to update provider information. A paper provider directory must be updated as set forth in Title 42 of the Code of Federal Regulations section 438.10(h)(3)(i).

3. Any changes to information published in the provider directory must be reported to County within two weeks of the change.

4. Contractor will only need to report changes/updates to the provider directory for each licensed SUD service provider.

E. Medication Formulary

1. Contractor shall make available in electronic or paper form, the following information about County's formulary as outlined in Title 42 of the Code of Federal Regulations section 438.10(i):

a. Which medications are covered (for both generic and name brand).

b. What tier each medication resides on.

2. Contractor shall inform clients about County's formulary drug lists availability in a machine-readable file and format on County's website.

[END ARTICLE 13]

ARTICLE 14. DATA, PRIVACY AND SECURITY REQUIREMENTS

I. CONFIDENTIALITY AND SECURE COMMUNICATIONS

A. Contractor shall comply with all applicable Federal and State laws and regulations pertaining to the confidentiality of individually identifiable protected health information (PHI) or personally identifiable information (PII) including, but not limited to, requirements of the Health Insurance Portability and Accountability Act (HIPAA), the Health Information Technology for Economic and Clinical Health (HITECH) Act, the California Confidentiality of Medical Information Act, the California Welfare and Institutions Code regarding confidentiality of client information and records and all relevant County policies and procedures.

B. Contractor will comply with all County policies and procedures related to confidentiality, privacy, and secure communications.

C. Contractor shall have all employees acknowledge an Oath of Confidentiality mirroring that of County, including confidentiality and disclosure requirements, as well as sanctions related to non-compliance.

D. Contractor shall not use or disclose PHI or PII other than as permitted or required by law.

II. ELECTRONIC PRIVACY AND SECURITY

A. Contractor shall have a secure email system and send any email containing PII or PHI in a secure and encrypted manner. Contractor's email transmissions shall display a warning banner stating that data is confidential, systems activities are monitored and logged for administrative and security purposes, systems use is for authorized users only, and that users are directed to log off the system if they do not agree with these requirements.

B. Contractor shall institute compliant password management policies and procedures, which shall include but are not limited to procedures for creating, changing, and safeguarding passwords. Contractor shall establish guidelines for creating passwords and ensuring that passwords expire and are changed at least once every 90 days.

C. Any Electronic Health Records (EHRs) maintained by Contractor that contain any PHI or PII for clients served through this Agreement shall contain a warning banner regarding the PHI or PII contained within the EHR. Contractor that utilize an EHR shall maintain all parts of the clinical record that are not stored in the EHR, including but not limited to the following examples of client signed documents: discharge plans, informing materials, and health questionnaire.

D. If Contractor's staff will enter data into any County electronic systems, Contractor shall ensure said staff are trained prior to entering and/or maintaining data within the County's electronic systems.

III. BUSINESS ASSOCIATES AGREEMENT/QUALIFIED SERVICE ORGANIZATION AGREEMENT

A. Contractor may perform or assist County in the performance of certain health care administrative duties that involve the use and/or disclosure of client identifying information as defined by HIPAA. For these duties, the Contractor shall be a Business Associate of County and shall comply with the applicable provisions set forth in the Business Associates/Qualified Service Organization Agreement attached hereto as Exhibit D.

B. Contractor shall follow all requirements listed within the Business Associates/Qualified Service Organization Agreement and shall comply with all applicable County policies, state laws and regulations and federal laws pertaining to breaches of confidentiality. Contractor agrees to hold County harmless for any breaches or violations.

[END ARTICLE 14]

ARTICLE 15. PERFORMANCE OUTCOMES AND OTHER REPORTS

I. Contractor shall comply with all requests regarding local, state, and federal performance outcomes measurement requirements and participate in the outcomes measurement processes as requested including providing outcome measures as specified in Exhibit E.

II. Contractor shall also work collaboratively with County to develop process benchmarks and monitor progress in the following areas:

A. Healthcare Effectiveness Data and Information Set (HEDIS®) Contractor will collaborate with County in the collection and reporting of performance outcomes data, including data relevant HEDIS® measures, as required by DHCS. Measures relevant to this Agreement are indicated below (check all that apply):

☐ Follow up After Emergency Department Visit for Alcohol and Other Drug Abuse (FUA)

☐ Use of Pharmacotherapy for Opioid Use Disorder (POD)

☐ Pharmacotherapy of Opioid Use Disorder

☐ Initiation and Engagement of Alcohol and Other Drug Abuse or Dependence Treatment

III. Contractor shall submit to County the following listed reports. All reports must be submitted as prescribed by this Agreement or as otherwise reasonably requested by the Director.

A. Client Information Report:

Contractor must have the ability to identify client referral sources; verify Medi-Cal eligibility for all clients served at time of intake and update as required by the County and will complete a comprehensive beneficiary assessment at time of intake.

1. Client Information Report Details:

a. Admission

b. Diagnosis

c. Adult Medical History

d. Demographics

e. Financials

f. Pregnancy Condition

2. Contractor shall use County provided forms for these reports. These reports are required of any new client or any change for a client. These reports are due on Tuesday following the admission of a new client or following any change.

3. Client information reports shall be submitted via email to: HHSA-BHClaims@yolocounty.org

B. Practitioner Information Report:

1. A Practitioner Information Report must be provided for all personnel for the first month of this Agreement, and thereafter, for new personnel immediately upon hire or changed information.

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2. A Practitioner Information Report as shall include the following:

a. Practitioner Enrollment Form: available on the Yolo County website, or by request to HHSAQualityManagement@yolocounty.org,

b. Supporting Documentation: a copy of current license and NPI provider registry date printout. Note that the practitioner's legal name must appear on both the current license and NPI printout. The NPI printout may be accessed at: https://npiregistry.cms.hhs.gov/

3. The Practitioner Enrollment Form and any accompanying documentation must be submitted to Yolo County HHSA, Behavioral Health Quality Management before any payments for services can be issued. Reports may be faxed to the phone number listed on the practitioner enrollment form or submitted via email to: HHSAQualityManagement@yolocounty.org.

C. Annual Training Report

This report shall summarize all training provided to Contractor's staff and all outreach training performed by Contractor's staff. Due date: July 31, following the completion of a fiscal year. Submit electronically via email to: HHSAQualityManagement@yolocounty.org.

D. Aggregated Staff and Volunteer Ethnicity Survey

An Individual Staff and Volunteer Ethnicity Survey form will be provided as a tool to accumulate data to be compiled into the aggregated report. Due date: November 30, following the completion of a fiscal year. Submit electronically via email to: HHSAQualityManagement@yolocounty.org.

E. Equipment Report (See Article 2. Section XVII.)

Due date: July 31, following the completion of a fiscal year. .Submit electronically via email to: HHSA-BHClaims@yolocounty.org.

F. Certified Audited Financial Reports

Due Date: by June 30, if the Agreement expires or terminates on June 30. In the event that this Agreement expires or is terminated on a date other than June 30, Contractor shall provide County such an Audit Report covering the preceding period of July 1 through the date of expiration or termination within 45 days of the expiration or termination unless otherwise specified by the Director.

G. California Outcomes Measurement System (CalOMS) Reporting in Avatar [See Article 10]

H. Drug and Alcohol Treatment Access Report (DATAR) [See Article 10]

I. Substance Abuse and Prevention Treatment Block Grant (SABG) Funding Report [See Article 10]

J. Contractor shall make further reports as may be reasonably requested by Director, the State and/or Federal government concerning Contractor's activities as they affect the services and obligations required by this Agreement.

[END ARTICLE 15]

ARTICLE 16. OTHER STATE AND FEDERAL LAWS AND REGULATIONS

I. Contractor shall provide services in conformance with all applicable state and federal statues, regulations and sub-regulatory guidance, as from time to time amended, including but not limited to the applicable provisions of:

A. the State Contract, which is attached hereto as Attachment 3 and is hereby incorporated by this reference, including provisions not specifically set forth in this Agreement.

B. applicable Medi-Cal laws and regulations, including applicable sub-regulatory guidance, such as BHINs, MHSUDS INs, and provisions of County's state or federal contracts governing client services.

C. California Code of Regulations, Title 9;

D. California Code of Regulations, Title 22;

E. California Government Code, Title 2, Division 4, Part 2, Chapter 2, Article 1.7 (commencing with section 16366.1), Federal Block Grants.

F. California Government Code Title 5, Division 2, Part 1, Article 7 (commencing with section 53130), Federally Mandated Audits of Block Grant Funds allocated to local agencies.

G. California Health & Safety Code (HSC), including but not limited to Division 10.5 commencing with Section 11760 and Section 11848.5(a - b).

H. California Welfare and Institutions Code, Division 5 and Division 9, Sections 14000, et seq particularly 14100.2, 14021, 14021.5, 14021.51 – 14021.53, 14021.6, 14043, et seq.

I. United States Code of Federal Regulations, Title 42, including but not limited to Parts 2, 438 and 455; Sections 8.1 through 8.34. Applicable provisions of title 42 CFR Part 54 and 54A, including 42 CFR Part 54 sections 54.4-54.8 (Nondiscrimination and Institutional Safeguards for Religious Providers).

J. United States Code of Federal Regulations, Title 45 including but not limited to Parts 160 and 164 Health Insurance Portability and Accountability Act (HIPAA), Appendix B to Part 76 (Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transactions; Part 96, Subparts C and L, as applicable, in the expenditure of Substance Abuse Prevention and Treatment Block Grants (SAPTBG) funds.

K. United States Code, Title 42 (The Public Health and Welfare), as applicable; including sections 300x-31, 300x-34, 300x-53, 300x-57, and 300x-65 and 66; Section 290 dd-2.

L. Section 504 of the Rehabilitation Act of 1973, as amended (29 USC Section 794), prohibiting discrimination on the basis of handicap,

M. Trafficking Victims Protection Act of 2000, Section 106(g) as amended (22 USC 7104)

N. Title VI of the Civil Rights Act of 1964, Section 2000d, as amended, prohibiting discrimination based on race, color, or national origin in federally funded programs.

O. Title VIII of the Civil Rights Act of 1968 [42 USC 3601 et seq.] prohibiting discrimination on the basis of race, color, religion, sex, handicap, familial status or national origin in the sale or rental of housing.

P. Title IX of the Education Amendments of 1972 (regarding education and programs and activities)

Q. The Age Discrimination Act of 1975 [45 CFR Part 90), as amended [42 USC Sections 6101-6107), which prohibits discrimination on the basis of age.

R. The Age Discrimination in Employment Act (29 CFR Part 1625).

S. Title I of the Americans with Disabilities Act (29 CFR Part 1630) prohibiting discrimination against the disabled in employment.

T. Americans with Disabilities Act (28 CFR Part 35) prohibiting discrimination against the disabled by public entities.

U. Title III of the Americans with Disabilities Act (28 CFR Part 36) regarding access.

V. Balanced Budget Act of 1997;

W. Yolo County Fiscal Accounting Handbook, revised 2014.

X. Cost Principles published by the Federal Office of Management and Budget (OMB) including:

1. A-110: Office Management and Budget Circular Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations.

2. A-122: Cost Principles for Non-Profit Organizations

3. A-128: Audits of State and Local Government

4. A-133: Audit of Institutions of Higher Learning and Other Non-Profit Institutions and The Single Audit Act Amendments of 1996 (Title 31, USC Sections 7501 – 7507)

Y. Block Grant [Public Law 102-321 [42 USC commencing at section 101). Public Law 97-35, Omnibus Budget Reconciliation Act of 1981.

Z. United States Code of Federal Regulations, Title 21, CFR, Sections 1301.01 through 1301.93, Department of Justice, Controlled Substances.

AA. The Hatch Act (Title 5 USC, Sections 1501-1508) which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

BB. Executive Order 13166 (67 FR 41455) to improve access to Federal services for those with limited English proficiency,

CC. The Drug Abuse Office and Treatment Act of 1972, as amended, relating to nondiscrimination on the basis of drug abuse.

DD. The Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism.

EE. Title II, Division 3, Article 9.5 of the Government Code, commencing with Section 11135.

FF. County has implemented policies and procedures relating to Charitable Choice, as necessary to comply with the provisions of Title 42, CFR Part 54. Under Part 54 counties are required to:

1. Identify religious providers.

2. Incorporate the applicable Part 54 requirements into county/provider contracts, including a notice to clients.

3. Monitor religious providers for compliance with Part 54.

4. Establish a referral process, to a reasonably accessible program, for clients who may object to the religious nature of the program. Such process must include a notice to the county and the funding of alternative services.

GG. Executive Order 11246 [42 USC 2000(e) et seq. and 41 CFR Part 60) regarding nondiscrimination in employment under federal contracts and construction contracts greater than $10,000 funded by federal financial assistance.

HH. Noncompliance with the requirements of nondiscrimination in services shall constitute grounds for DHCS to withhold payments under this Agreement or terminate all, or any type, of funding provided hereafter

II. ADDITIONAL REQUIREMENTS FOR FEDERALLY FUNDED AGREEMENTS

A. No Obligation by the Federal Government.

The Federal Government is not a party to this Agreement and is not subject to any obligations or liability to County, Contractor, or any other party pertaining to any matter resulting from this Agreement.

B. Clean Air Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 USC §7401 et. Seq.

2. The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, 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 CMS or SAMSHA.

C. Federal Water Pollution Control 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 USC §1251 et. Seq.

2. The Contractor agrees to report each violation to County and understands and agrees that County will, in turn, report each violation as required to assure notification to DHCS, CMS, SAMSHA, 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.

III. ONGOING CONFORMANCE

In the event any law, regulation, or guidance referred to above or throughout this Agreement, is amended during the term of this Agreement, the Parties agree to comply with the amended authority as of the effective date of such amendment without amending this Agreement.

[END ARTICLE 16]

ARTICLE 17. ADDITIONAL REQUIREMENTS FOR SUBSTANCE ABUSE PREVENTION AND TREATMENT BLOCK GRANT (SABG) PROGRAM

I. ADDITIONAL RESTRICTIONS

This Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress, or any statue enacted by the Congress, which may affect the provisions, terms, or funding of this Agreement in any manner.

II. HATCH ACT.

Contractor agrees to comply with the provisions of the Hatch Act (Title 5 USC, Sections 1501-1508), which limit the political activities of employees whose principal employment activities are funded in whole or in part with federal funds.

III. NO UNLAWFUL USE OR UNLAWFUL USE MESSAGES REGARDING DRUGS

Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol [See HSC §§11999-11999.3]. By signing this Agreement, Contractor agrees that it will enforce, and will require its subcontractors to enforce, these requirements.

IV. NONCOMPLIANCE WITH REPORTING REQUIREMENTS

Contractor agrees that DHCS has the right to withhold payments until Contractor has submitted any required data and reports to DHCS, in accordance to the State and County SABG contract.

V. LIMITATION ON USE OF FUNDS FOR PROMOTION OF LEGALIZATION OF CONTROLLED SUBSTANCES

None of the SABG funds made available through this Agreement may be used for any activity that promotes the legalization of any drug or other substance included in Schedule I of Section 202 of the Controlled Substances Act (21 USC 812).

VI. DEBARMENT AND SUSPENSION

Contractor shall not subcontract with any party listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp. p. 189) and 12689 (3 CFR part 1989., p. 235), "Debarment and Suspension." SAM exclusions contain the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

The Contractor shall advise all subcontractors of their obligation to comply with applicable federal debarment and suspension regulations, in addition to the requirements set forth in 42 CFR Part 1001.

VII. RESTRICTIONS ON DISTRIBUTION OF STERILE NEEDLES

No SABG funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless DHCS chooses to implement a demonstration syringe services program for injecting drug users.

VIII. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT (HIPAA) OF 1996

All work performed under this Agreement is subject to HIPAA, Contractor shall perform the work in compliance with all applicable provisions of HIPAA. See Article 14 and Exhibit F for additional information.

IX. TRADING PARTNER REQUIREMENTS

A. No Changes

Contractor hereby agrees that for the personal health information (Information), it will not change any definition, data condition or use of a data element or segment as proscribed in the Federal Health and Human Services (HHS) Transaction Standard Regulation [45 CFR 162.915 (a)).

B. No Additions

Contractor hereby agrees that for the Information, it will not add any data elements or segments to the maximum data set as proscribed in the HHS Transaction Standard Regulation [45 CFR 162.915 (b)).

C. No Unauthorized Uses

Contractor hereby agrees that for the Information, it will not use any code or data elements that either are marked "not used" in the HHS Transaction's Implementation specification or are not in the HHS Transaction Standard's implementation specifications [45 CFR 162.915 (c)).

D. No Changes to Meaning or Intent

Contractor hereby agrees that for the Information, it will not change the meaning or intent of any of the HHS Transaction Standard's implementation specification [45 CFR 162.915 (d)).

1. Concurrence for Test Modifications to HHS Transaction Standards Contractor agrees and understands that there exists the possibility that DHCS or others may request an extension from the uses of a standard in the HHS Transaction Standards.

2. If this occurs, Contractor agrees that it will participate in such test modifications.

E. Adequate Testing

Contractor is responsible to adequately test all business rules appropriate to their types and specialties. If the Contractor is acting as a clearinghouse for enrolled providers, Contractor has obligations to adequately test all business rules appropriate to each and every provider type and specialty for which they provide clearinghouse services.

F. Deficiencies

Contractor agrees to correct transactions, errors or deficiencies identified by DHCS, and transactions errors or deficiencies identified by an enrolled provider if the Contractor is acting as a clearinghouse for that provider. When County is a clearinghouse, Contractor agrees to properly communicate deficiencies and other pertinent information regarding electronic transactions to enrolled providers for which they provide clearinghouse services.

G. Code Set Retention

Both parties understand and agree to keep open code sets being processed or used in this Agreement for at least the current billing period or any appeal period, whichever is longer.

H. Data Transmission Log

Both parties shall establish and maintain a Data Transmission Log which shall record any and all Data Transmissions taking place between the Parties during the term of this Agreement. Each party will take necessary and reasonable steps to ensure that such Data Transmission Logs constitute a current, accurate, complete, and unaltered record of any and all Data Transmissions between the parties, and shall be retained by each Party for no less than twenty-four (24) months following the date of the Data Transmission. The Data Transmission Log may be maintained on computer media or other suitable means provided that, if it is necessary to do so, the information contained in the Data Transmission Log may be retrieved in a timely manner and presented in readable form.

I. Nondiscrimination and Institutional Safeguards for Religious Providers

Contractor shall establish such processes and procedures as necessary to comply with the provisions of Title 42, USC, Section 300x-65 and Title 42, CFR, Part 54.

J. Counselor Certification

Any counselor or registrant providing intake, assessment of need for services, treatment or recovery planning, individual or group counseling to participants, patients, or residents in a DHCS licensed or certified program is required to be registered or certified as defined in CCR Title 9, Division 4, Chapter 8.

K. Cultural and Linguistic Proficiency

To ensure equal access to quality care by diverse populations, each service provider receiving funds from this Agreement shall adopt the Federal Office of Minority Health Culturally and Linguistically Appropriate Service (CLAS) national standards.

L. Intravenous Drug Use (IVDU) Treatment

Contractor shall ensure that individuals in need of IVDU treatment shall be encouraged to undergo AOD treatment [42 USC 300x-23 [45 CFR 96.126(e)).

M. Tuberculosis Treatment

Contractor shall ensure the following related to Tuberculosis (TB):

1. Routinely make available TB services to each individual receiving treatment for AOD use and/or abuse.
2. Reduce barriers to patients' accepting TB treatment.
3. Develop strategies to improve follow-up monitoring, particularly after patients leave treatment, by disseminating information through educational bulletins and technical assistance.

J. Trafficking Victims Protection Act of 2000

Contractor shall comply with the Trafficking Victims Protection Act of 2000 (22 United States Code (USC) 7104(g)) as amended by section 1702 of Pub. L. 112-239.

K. Tribal Communities and Organizations

Contractor shall regularly assess (e.g. review population information available through Census, compare to information obtained in CalOMS Treatment to determine whether population is being

reached, survey Tribal representatives for insight in potential barriers) the substance use service needs of the American Indian/Alaskan Native (AI/AN) population within the County geographic area and shall engage in regular and meaningful consultation and collaboration with elected officials of the tribe, Rancheria, or their designee for the purpose of identifying issues/barriers to service delivery and improvement of the quality, effectiveness and accessibility of services available to AI/NA communities within the County.

L. Participation of County Behavioral Health Director's Association of California

1. The County AOD Program Administrator shall participate and represent the County in meetings of the County Behavioral Health Director's Association of California for the purposes of representing the counties in their relationship with DHCS with respect to policies, standards, and administration for AOD abuse services.

2. The County AOD Program Administrator shall attend any special meetings called by the Directors of DHCS. Participation and representation shall also be provided by the County Behavioral Health Director's Association of California**.**

M. Adolescent Best Practice Guidelines

Contractor must comply with the guidelines incorporated by this reference, "Adolescent Best Practice Guidelines," in developing and implementing youth treatment programs funded under SABG, until new Adolescent Best Practice Guidelines are established and adopted. No formal amendment of this Agreement is required for new guidelines to be incorporated into this Agreement.

N. Department of Health Care Services-SABG Perinatal Guidelines

1. Contractor must comply with the Department of Health Care Services-SABG Perinatal Guidelines (DHCS-Perinatal Practice Guidelines), See Attachment 1. The Contractor must comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.

2. Contractor receiving SABG funds must adhere to the DHCS-Perinatal Practice Guidelines, regardless of whether the Contractor exchanges perinatal funds for additional discretionary funds.

O. Byrd Anti-Lobbying Amendment (31 USC 1352)

Contractor certifies 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 USC 1352. Contractor shall also disclose to DHCS any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award.

P. Nondiscrimination in Employment and Services

By signing this Agreement, Contractor certifies that under the laws of the Unites States and the State of California, incorporated into this Agreement by reference and made a part hereof as if set forth in full, Contractor will not unlawfully discriminate against any person.

//

Q. Information Access for Individuals with Limited English Proficiency

1. Contractor shall comply with all applicable provisions of the Dymally-Alatorre Bilingual Services Act (Government Code sections 7290-7299.8) regarding access to materials that explain services available to the public as well as providing language interpretation services.

2. Contractor shall comply with the applicable provisions of Section 1557 of the Affordable Care Act [45 CFR Part 92), including, but not limited to, 45 CFR 92.201, when providing access to: (a) materials explaining services available to the public, (b) language assistance, (c) language interpreter and translation services, and (d) video remote language interpreting services.

R. See also See Attachment 2 HHSA SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018 available to the Contractor as provided herein and incorporated by this reference.]

S. Subcontract Provisions. Contractor shall include all of the foregoing provisions in all of its subcontracts.

[END ARTICLE 17]

SIGNATURES BELOW

IN WITNESS WHEREOF, the Agreement is made and entered into as of the last date signed below This Agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same Agreement. The parties shall be entitled to sign and transmit an electronic signature of this Agreement (whether by Docusign, PDF or email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed Agreement upon request.

CONTRACTOR

By_____
Signatory of Contractor
Title of Signatory

Date: _____

COUNTY OF YOLO

By_____
Oscar Villegas, Chair
Board of Supervisors

Date: _____

_____
Nolan Sullivan, Director
Health and Human Services Agency

Date: _____

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By _____
Hope P. Welton, Senior Deputy

EXHIBIT A.1-OUTPATIENT SERVICES (ASAM Level 1.0)

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide alcohol and drug treatment services in an outpatient setting with or without medication, including counseling and/or supportive services.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx or subsequent updates to this billing manual, to beneficiaries who meet access criteria for receiving SUD services.

A. Outpatient Treatment Program Requirements

1. Outpatient services consisting of up to nine (9) hours per week of medically necessary services for adults. Services may exceed the maximum based on individual medical necessity. These services are determined by a Medical Director or Licensed Practitioner of Healing Arts (LPHA) and in accordance with an individualized treatment plan. Interventions may be offered by a licensed professional or certified counselor in any appropriate community-based setting certified to provide ASAM Level 1 services.

4. Problem List See Article 4, Section V. of the Agreement.

5. Episode Management Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

6. Drug Testing of beneficiaries at appropriate intervals, as determined by the treatment provider.

7. Coordination with Other HHSA Programs

When applicable, Contractor shall coordinate with other HHSA programs as follows:

a. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes; client's progress towards their treatment plan goals and finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

b. If a Child Welfare involved client:

i. Provider will send their Child Welfare case worker a monthly progress report that includes; client's progress towards their treatment plan goals and finding gainful employment.

ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

iv. Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

B. Outpatient Program Service Components. Contractor shall provide an outpatient treatment program that contains all of the following service components:

1. DMC-ODS Provider Point of Entry/Initial Screening

a. Contractor shall function as a DMC-ODS Provider Point of Entry staffed by certified/registered AOD counselors and/or Licensed Practitioner of the Healing Arts (LPHAs).

b. Contractor shall conduct an ASAM Criteria screening and ensure such screening obtains relevant information to identify initial treatment needs to link beneficiaries to the most appropriate Level of Care (LOC).

c. Upon first contact, Contractor shall inform beneficiaries of the benefits to which they are entitled. If the beneficiary appears in person, Contractor shall provide beneficiaries with a same-day screenings, ASAM Criteria, and referral, if available.

d. The beneficiary may choose to receive DMC-ODS services from Contractor or choose to be referred to another appropriate DMC-ODS provider offering the initial LOC determined by the ASAM screening.

e. In all cases, Contractor shall consider geographic location, language needs and individual preference when making placement and referrals within the parameters of the ASAM screening results.

f. In the event the beneficiary's ASAM screening determines the need for a LOC not offered by Contractor, Contractor shall provide:

i. The beneficiary a warm hand-off to the appropriate DMC-ODS provider;

ii. The completed ASAM tool to the appropriate DMC-ODS provider.

iii. Notice to Yolo County HHSA at HHSA.SUDservices@yolocounty.org

2. Assessment.-Contractor shall provide assessment activities to evaluate or monitor the status

of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

a. Assessment services may include one or more of the following components:

i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

3. Care Coordination

a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.

c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.

d. Care coordination services shall include one or more of the following components:

i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

8. **Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

9. **Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals.

10. **Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

11. **Medication Services.** Contractor shall provide Medication Services.

    a. Medication Services includes:

        i. Prescription or administration of medication related to use disorder services or

        ii. The assessment of the side effects or results of the medication or

        iii. Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.

    b. Medication Services does not include:

        i. MAT for Opioid Use Disorders (OUD)

        ii. MAT for Alcohol Use Disorders (AUD)

        iii. MAT for other Non-Opioid Substance Use disorders.

12. **MAT for OUD.** Contractor shall provide MAT for OUD services.

    a. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components::

        i. Assessment

        ii. Care Coordination

        iii. Counseling (individual and group)

        iv. Family therapy

        v. Medication Services

        vi. Patient Education

vii. Prescribing and monitoring for MAT for OUD

viii. Recovery Services

ix. SUD Crisis Intervention Services

x. Withdrawal Management Services

13. **MAT for AUD and Non-Opioid Substance Use Disorders.**

a. Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components::

i. Assessment

ii. Care Coordination

iii. Counseling (individual and group)

iv. Family therapy

v. Medication Services

vi. Patient Education

vii. Prescribing and monitoring for MAT for OUD

viii. Recovery Services

ix. SUD Crisis Intervention Services

x. Withdrawal Management Services

14. **Patient Education.** Contractor shall provide Patient Education Services, which is education for the beneficiary on addiction, treatment recovery and associated health risks.

15. **Recovery Services.** Contractor shall provide Recovery Services. These services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.

a. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries.

b. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.

c. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.

d. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.

e. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.

f. Services may be provided in person, by telehealth, or by telephone.

g. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in the State Contract as a ““Covered DMC-ODS Services” , or as a service delivered as part of these levels of care. Recovery Services include:

i. Assessment

ii. Care Coordination

iii. Counseling (individual and group)

iv. Family therapy

v. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary’s SUD.

vi. Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary’s SUD.

16. SUD Crisis Intervention Services. Contractor shall provide SUD Crisis Intervention Services consisting of contacts with a beneficiary in crisis. Sud Crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.

17. Perinatal DMC Services.

b. Contractor shall provide Perinatal DMC Service. Perinatal DMC Services means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

c. Perinatal Services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

d. Perinatal Services shall include:

i. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).

ii. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

iii. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.

iv. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

e. Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

f. Contractor shall maintain medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy in the beneficiary record. See also Article 5.

g. Contractor shall comply with the perinatal program requirements as outlined in the DHCS-Perinatal Practice Guidelines. (see Attachment 1). Contractor shall comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.

h. Provide written reports to the CWS case worker using the CWS confidential fax number: (530) 668-8028.

18. Collateral Services. Contractor shall provide Collateral Services, which consist of sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary

19. Discharge Services. Contractor shall provide Discharge Services. Discharge Services are the processes to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

At the time of discharge, Contractor shall complete an ASAM and refer to the appropriate outpatient or inpatient service based on the client's LOC needs. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.

See also Article 4, Section IX of the Agreement.

EXHIBIT A.2-INTENSIVE OUTPATIENT SERVICES (ASAM Level 2.1)

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide alcohol and drug treatment services in an intensive outpatient setting with or without medication, including counseling and/or supportive services.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Intensive Outpatient Treatment Program Requirements

1. Contractor shall provide Intensive Outpatient Treatment Services to beneficiaries when medically necessary in a structured programming environment. Provider shall offer a minimum of nine hours with a maximum of 19 hours a week for adults. Services received by the individual beneficiary may exceed the maximum based on individual medical necessity. Intensive Outpatient Treatment Services may be provided in person, by telehealth, or by telephone.

2. **Problem List.** See Article 4, Section V. of the Agreement.

3. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

4. **Drug Testing** of clients at appropriate intervals, as determined by the treatment provider.

5. **Coordination with Other HHSA Programs**

   When applicable, Contractor shall coordinate with other HHSA programs as follows:

   a. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes; client's progress towards their treatment plan goals and finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

b. If a Child Welfare involved client:

i. Provider will send their Child Welfare case worker a monthly progress report that includes; client's progress towards their treatment plan goals and finding gainful employment.

ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

iv. Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

B. Intensive Outpatient Treatment Program Components

Contractor shall provide an Intensive Outpatient Treatment program that contains all of the following service components: Intensive Outpatient Treatment Program includes: Assessment, Care Coordination, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT or AUD and other non-opioid SUDS, Patient Education, Recovery Services, and SUD Crisis Intervention Services as follows:

1. DMC-ODS Provider Point of Entry/Initial Screening

a. Contractor shall function as a DMC-ODS Provider Point of Entry staffed by certified/registered AOD counselors and/or Licensed Practitioner of the Healing Arts (LPHAs).

b. Contractor shall conduct an ASAM Criteria screening and ensure such screening obtains relevant information to identify initial treatment needs to link beneficiaries to the most appropriate Level of Care (LOC).

c. Upon first contact, Contractor shall inform beneficiaries of the benefits to which they are entitled. If the beneficiary appears in person, Contractor shall provide beneficiaries with a same-day screenings, ASAM Criteria, and referral, if available.

d. The beneficiary may choose to receive DMC-ODS services from Contractor or choose to be referred to another appropriate DMC-ODS provider offering the initial LOC determined by the ASAM screening.

e. In all cases, Contractor shall consider geographic location, language needs and individual preference when making placement and referrals within the parameters of the ASAM screening results.

f. In the event the beneficiary's ASAM screening determines the need for a LOC not offered by Contractor, Contractor shall provide:

iv. The beneficiary a warm hand-off to the appropriate DMC-ODS provider;

v. The completed ASAM tool to the appropriate DMC-ODS provider.

vi. Notice to Yolo County HHSA at HHSA.SUDservices@yolocounty.org

4. **Assessment.** Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

   a. Assessment services may include one or more of the following components:

      i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

      ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

      iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

5. **Care Coordination.**

   a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

   b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.

   c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.

   d. Care coordination services shall include one or more of the following components:

      i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

      ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

      iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but

not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

4. **Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

5. **Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals

6. **Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary

7. **Medication Services.** Contractor shall provide Medication Services.

   a. Medication Services includes:

      i. Prescription or administration of medication related to use disorder services or

      ii. The assessment of the side effects or results of the medication or

      iii. Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.

   b. Medication Services does not include:

      i. MAT for Opioid Use Disorders (OUD)

      ii. MAT for Alcohol Use Disorders (AUD)

      iii. MAT for other Non-Opioid Substance Use disorders.

8. **MAT for OUD.** Contractor shall provide MAT for OUD services. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

   a. Assessment

   b. Care Coordination

   c. Counseling (individual and group)

   d. Family therapy

e. Medication Services

f. Patient Education

g. Prescribing and monitoring for MAT for OUD

h. Recovery Services

i. SUD Crisis Intervention Services

j. Withdrawal Management Services

9. MAT for AUD and Non-Opioid Substance Use Disorders- Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components::

a. Assessment

b. Care Coordination

c. Counseling (individual and group)

d. Family therapy

e. Medication Services

f. Patient Education

g. Prescribing and monitoring for MAT for OUD

h. Recovery Services

i. SUD Crisis Intervention Services

j. Withdrawal Management Services

10. Patient Education. Contractor shall provide Patient Education Services, which is education for the beneficiary on addiction, treatment recovery and associated health risks.

11. Recovery Services. Contractor shall provide Recovery Services. These services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.

a. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries.

b. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.

c. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.

d. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.

e. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.

f. Services may be provided in person, by telehealth, or by telephone.

h. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in the State Contract as a ""Covered DMC-ODS Services" , or as a service delivered as part of these levels of care. Recovery Services include:

i. Assessment

ii. Care Coordination

iii. Counseling (individual and group)

iv. Family therapy

v. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary's SUD.

vi. Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

12. **SUD Crisis Intervention Services.** Contractor shall provide SUD Crisis Intervention Services consisting of contacts with a beneficiary in crisis. Sud Crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation and be provided in the least intensive level of care that is medically necessary to treat their condition.

13. **Perinatal DMC Services.**

a. Contractor shall provide Perinatal DMC Service. Perinatal DMC Services means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

b. Perinatal Services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

c. Perinatal Services shall include:

i. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).

ii. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

iii. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.

iv. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

d. Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

e. Contractor shall maintain medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy in the beneficiary record. See also Article 5.

f. Contractor shall comply with the perinatal program requirements as outlined in the DHCS-Perinatal Practice Guidelines. (see Attachment 1). Contractor shall comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.

g. Provide written reports to the CWS case worker using the CWS confidential fax number: (530) 668-8028.

14. **Collateral Services.** Contractor shall provide Collateral Services, which consist of sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary

15. **Discharge Services**. Contractor shall provide Discharge Services. Discharge Services are the processes to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

    At the time of discharge, Contractor shall complete an ASAM and refer to the appropriate outpatient or inpatient service based on the client's LOC needs. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.

    See also Article 4, Section IX of the Agreement.

EXHIBIT A.3-WITHDRAWAL MANAGEMENT SERVICES (ASAM Level 3.2-WM)

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide withdrawal management services to beneficiaries as medically necessary with an anticipated unit of service (UOS) rate of 900 per fiscal year.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Withdrawal Management Program Requirements

1. Withdrawal Management (WM) services are provided as a part of a continuum of care to beneficiaries experiencing withdrawal in the following outpatient, residential, and inpatient settings. Beneficiary shall be monitored during the detoxification process.

2. A full Yolo County assessment based on American Society of Addiction Medicine (ASAM) Criteria shall not be required as a condition of admission to a facility providing WM.

3. Service activities focus on the stabilization and management of psychological and physiological symptoms associated with withdrawal, engagement in care and effective transitions to a level of care where beneficiary can receive comprehensive treatment services.

4. Providers shall either offer medications for addiction treatment directly or have effective referral mechanisms in place for the most clinically appropriate MAT services.

5. Care transitions to facilitate additional services or transition to a comprehensive treatment program.

6. WM services are urgent and shall be provided on a short-term basis.

7. Practitioner shall conduct a Yolo County SUD Assessment Tool (based on ASAM criteria), brief screening, or other tools to support referral to additional services as appropriate.

8. If a full Yolo County assessment based on ASAM criteria was not completed as part of the withdrawal management service episode, this assessment shall be completed within 30 days of the beneficiary's first visit with a Licensed Practitioner of the Healing Arts (LPHA) or registered/certified counselor for non-withdrawal management services (or up to 60 days for beneficiaries under 21, or beneficiaries experiencing homelessness.)

9. Contractor shall ensure that all beneficiaries receiving withdrawal management services are provided in an outpatient, residential or inpatient setting. If beneficiary is receiving withdrawal management in a residential or inpatient setting, each beneficiary shall reside at the facility. All beneficiaries receiving Withdrawal Management services, regardless in which type of setting, shall be monitored during the detoxification process.

10. Contractor shall ensure all providers delivering Residential Treatment services under DMC-ODS shall also be designated as capable of delivering care consistent with the ASAM Criteria. Residential treatment providers licensed by DHCS offering ASAM levels 3.1, 3.3, 3.5, and 3.2-WM shall also have a DHCS Level of Care (LOC) Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria

11. Problem List. See Article 4, Section V. of the Agreement.

12. Episode Management Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

16. Drug Testing of clients, at appropriate intervals, as determined by the treatment provider.

17. Coordination with Other HHSA Programs To facilitate an appropriate care transition, a full ASAM assessment, brief screening, or other tool to support referral to additional services is appropriate.

B. **Withdrawal Management Service Components.** Contractor shall provide a Withdrawal Management (WM) Program that contains all of the following service components:

1. Assessment -Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

a. Assessment services may include one or more of the following components:

iv. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

v. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

vi. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

2. Care Coordination.

a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.

c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.

d. Care coordination services shall include one or more of the following components:

i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3. Medication Services. Contractor shall provide Medication Services

a. Medication Services includes:

i. Prescription or administration of medication related to use disorder services or

ii. The assessment of the side effects or results of the medication or

iii. Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.

b. Medication Services does not include:

i. MAT for Opioid Use Disorders (OUD)

ii. MAT for Alcohol Use Disorders (AUD)

iii. MAT for other Non-Opioid Substance Use disorders.

4. **MAT for OUD.** Contractor shall provide MAT for OUD services. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

   a. Assessment

   b. Care Coordination

   c. Counseling (individual and group)

   d. Family therapy

   e. Medication Services

   f. Patient Education

   g. Prescribing and monitoring for MAT for OUD

   h. Recovery Services

   i. SUD Crisis Intervention Services

   j. Withdrawal Management Services

5. **MAT for AUD and Non-Opioid Substance Use Disorders.** Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

   a. Assessment

   b. Care Coordination

   c. Counseling (individual and group)

   d. Family therapy

   e. Medication Services

   f. Patient Education

   g. Prescribing and monitoring for MAT for OUD

   h. Recovery Services

   i. SUD Crisis Intervention Services

   j. Withdrawal Management Services

6. **Observation.** Contractor shall provide Observation Services. Observation means the process of monitoring the bene the beneficiary's course of withdrawal. Contractor shall ensure observation be conducted at the frequency required by applicable state and federal laws,

regulations, and standards. This may include but is not limited to observation of the beneficiary's health status.

7. **Recovery Services.** Contractor shall provide Recovery Services. These services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.

   a. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries.

   b. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.

   c. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.

   d. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.

   e. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.

   f. Services may be provided in person, by telehealth, or by telephone.

   g. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this ""Covered DMC-ODS Services" , or as a service delivered as part of these services:

      i. Assessment

      ii. Care Coordination

      iii. Counseling (individual and group)

      iv. Family therapy

      v. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary's SUD.

      vi. Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

EXHIBIT A.4-CLINICALLY LOW-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.1)

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide residential treatment services on a 24-hour, non-institutional, non-medical, short-term basis to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or LPHA as medically necessary and in accordance with an individualized treatment plan.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Clinically Low-Intensity Residential Treatment Services Program Requirements

1. Contractor shall provide Residential Treatment Services for Residential Treatment Services for adults in ASAM Level 3.1. Services shall be provided by DMC-certified providers who must be licensed and enrolled in accordance with all applicable state and federal laws and regulations this includes:

2. Residential facilities licensed by DHCS.

3. Residential facilities licensed by the Department of Social Services.

4. Chemical Dependency Recovery Hospitals (CDRHs) licensed by the California Department of Public Health (CDPH).

5. Freestanding Acute Psychiatric Hospitals (FAPHs) licensed by CDPH.

6. Contractor shall ensure all providers delivering Residential Treatment services under DMC-ODS shall also be designated as capable of delivering care consistent with the ASAM Criteria.

Residential treatment providers licensed by DHCS offering ASAM levels 3.1, 3.3, 3.5, and 3.2-WM shall also have a DHCS Level of Care (LOC) Designation and/or an ASAM LOC Certification that indicates that the program is capable of delivering care consistent with the ASAM Criteria.

7. To participate in the DMC-ODS program and offer ASAM Levels of Care 3.1, 3.3, or 3.5, residential providers licensed by a state agency other than DHCS shall be DMC-certified.

8. In addition, facilities licensed by a state agency other than DHCS shall have an ASAM LOC Certification for each level of care provided by the facility under the DMC-ODS program by January 1, 2024. Contractor shall be responsible for ensuring and verifying that DMC-ODS providers delivering ASAM Levels of care 3.1, 3.3 or 3.5 obtain an ASAM LOC.

9. Contractor shall implement coverage and ensure access for residential SUD treatment services as follows:

10. Upon implementation, Contractor shall provide in network access to ASAM 3.1, and Contractor's network for that level of care shall comply with applicable network adequacy, and time and distance standards.

11. Within two years of implementation, Contractor shall provide in-network access to ASAM Level 3.5, and Contractor's network for that level of care shall comply with applicable network adequacy, and time and distance standards.

12. Within three years of implementation, Contractor shall provide in-network access to ASAM Levels 3.3.

13. If, at any point in time, Contractor's provider network is unable to provide any residential level of care to a particular beneficiary that meets medical necessity for that residential level of care, Contractor shall adequately and timely cover these residential services out-of network for the beneficiary, for as long as Contractor's provider network is unable to provide them.

14. Residential providers may apply to provide Incidental Medical Services pursuant to DHCS guidance.

15. All Contractors are required to accept and support clients who are receiving medication-assisted treatments.

16. All SUD network contractors will verify Medi-Cal eligibility, have the ability to identify client referral sources, and complete a comprehensive beneficiary assessment at intake.

17. Contractors providing Residential Treatment Services shall provide the designated Yolo County access points with bed availability daily to ensure clients have timely access to these services.

18. Residential Treatment services can be provided in facilities of any size ensuring that the length of residential services complies with the following:

a. The goal for a statewide average length of stay for residential services of 30 days is not a quantitative treatment limitation or hard "cap" on individual stays.

b. Lengths of stay in residential treatment settings shall be determined by individualized clinical need.

c. Contractor shall ensure that beneficiaries receiving residential treatment are transitioned to another level of care when clinically appropriate based on treatment progress.

d. Contractor shall adhere to the length of stay monitoring requirements set forth by DHCS and length of stay performance measures established by DHCS and reported by the external quality review organization.

e. Nothing in the DMC-ODS overrides any EPSDT requirements. EPSDT beneficiaries may receive a longer length of stay based on medical necessity.

f. If determined to be medically necessary, perinatal beneficiaries may receive a longer length of stay than those described above.

19. All Residential and Inpatient Treatment services shall be provided to a beneficiary while in a residential or inpatient treatment facility may be provided in person, by telehealth, or telephone. Telehealth and telephone services, when provided, shall supplement, not replace, the in-person services and the in-person treatment milieu; most services in a residential or inpatient facility shall be in-person.

20. A beneficiary receiving residential services or inpatient services pursuant to DMC-ODS, regardless of length of stay, is a "short-term resident" of the residential or inpatient facility in which they are receiving the services. These services are intended to be individualized to treat the functional deficits identified in the ASAM Criteria. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems.

21. Providers shall either offer MAT directly, or have effective referral mechanisms in place to clinically appropriate MAT services (defined as facilitating access to MAT off-site for beneficiaries while they are receiving residential treatment services if not provided on-site. Providing a beneficiary the contact information for a treatment program is insufficient).

22. Notification to HHSA and any other appropriate designated County Department: Notification shall be provided to the designated HHSA and any other appropriate designated County Department representative when a client enters or leaves treatment for episode management.

23. Dimension 6 of the ASAM criteria, "Recovery Environment" is a critical dimension when determining if this level of service is needed. Beneficiaries requiring residential treatment typically have a rating of 3 or 4 in this dimension indicating that:

a. Initiation or repetition of physical, sexual, or emotional abuse, or substance use is so prevalent that the beneficiary is assessed as being unable to achieve or maintain recovery at a less intensive level of care

b. Beneficiary's living environment or social network involves high-risk individuals that jeopardize the beneficiary's recovery, or present an environment where recovery is unachievable at a less intensive level of care

18. Problem List. See Article 4, Section V. of the Agreement.

19. Episode Management Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

20. Drug testing of clients at appropriate intervals, as determined by the treatment provider.

21. Coordination with Other HHSA Programs

a. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes; client's progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

b. If a Child Welfare involved client:

i. Provider will send their Child Welfare case worker a monthly progress report that includes; client's progress towards their treatment plan goals and towards finding gainful employment.

ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

B. Clinically Low-Intensity Residential Treatment Services Components. Contractor shall provide a Clinically Low-Intensity Residential Treatment program that contains all of the following service components: assessment, care coordination, counseling (individual and group), family therapy, medication services, MAT for OUD, MAT for AUD and non-opioid SUDs, patient education, recovery services, and SUD crisis intervention services as follows:

1. Assessment. Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

a. Assessment services may include one or more of the following components:

i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

2. Individual Counseling. Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals

3. **Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contact with multiple beneficiaries at the same time. Group Counseling shall focus on the need of the participants. Group Counseling shall be provided to a group that includes 2-12 individuals.

4. **Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

5. **Patient Education.** Contractor shall provide Patient Education Services, which is education for the beneficiary on addition, treatment, recovery, and health risks.

6. **Perinatal DMC Services.**

   a. Contractor shall provide Perinatal DMC Service. Perinatal DMC Services means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

   b. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

   c. Perinatal services shall include:

      i. Parent/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).

      ii. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

      iii. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.

      iv. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

   d. Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

   e. Contractor shall maintain medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy in the beneficiary record. See also Article 5.

f. Contractor shall comply with the perinatal program requirements as outlined in the DHCS-Perinatal Practice Guidelines. [see Attachment 1]. Contractor shall comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.

g. Provide written reports to the CWS case worker using the CWS confidential fax number: (530) 668-8028.

2. **Medication Services.** Contractor shall provide Medication Services

   a. Medication Services includes:

      i. Prescription or administration of medication related to use disorder services or

      ii. The assessment of the side effects or results of the medication or

      iii. Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.

   b. Medication Services does not include:

      i. MAT for Opioid Use Disorders (OUD)

      ii. MAT for Alcohol Use Disorders (AUD)

      iii. MAT for other Non-Opioid Substance Use disorders.

3. **MAT for OUD.** Contractor shall provide MAT for OUD services. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

   a. Assessment

   b. Care Coordination

   c. Counseling (individual and group)

   d. Family therapy

   e. Medication Services

   f. Patient Education

   g. Prescribing and monitoring for MAT for OUD

   h. Recovery Services

   i. SUD Crisis Intervention Services

   j. Withdrawal Management Services

4. **MAT for AUD and Non-Opioid Substance Use Disorders.** Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a

level of care. When MAT is being provided as a standalone service, MAT includes the following components:

a. Assessment

b. Care Coordination

c. Counseling (individual and group)

d. Family therapy

e. Medication Services

f. Patient Education

g. Prescribing and monitoring for MAT for OUD

h. Recovery Services

i. SUD Crisis Intervention Services

j. Withdrawal Management Services

5. **Collateral Services.** Contractor shall provide Collateral Services, which consist of sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.

6. **Crisis Intervention Services.** Contractor shall provide Crisis Intervention Services, which consist of Contact between a therapist or counselor and a beneficiary in crisis. Services shall focus on alleviating crisis problems. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to the stabilization of the beneficiary's emergency situation.

7. **Discharge Services.** Contractor shall provide Discharge Services. Discharge Services are the processes to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

   At the time of discharge, Contractor shall complete an ASAM and refer to the appropriate outpatient or inpatient service based on the client's LOC needs. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge. Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

   See also Article 4, Section IX of the Agreement.

EXHIBIT A.5- CLINICALLY MANAGED HIGH-INTENSITY RESIDENTIAL TREATMENT SERVICES (ASAM LEVEL 3.5)

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide residential treatment services on a 24-hour, non-institutional, non-medical, short-term basis with residential rehabilitation services to beneficiaries with a substance use disorder diagnosis when determined by a Medical Director or LPHA as medically necessary and in accordance with an individualized treatment plan.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients. The anticipated Unit of Services (UOS) provided per fiscal year is 3,000.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Clinically Managed High-Intensity Residential Treatment Program Requirements

1. Services shall be claimed in a per day rate: $173-$190.96 a day, based on current rates set by state and subject to change with CalAIM payment reform. Does not include board and care rate.
2. Services shall address functional deficits documented in the American Society of Addition Medicine (ASAM) Criteria.
3. Services aimed to restore, maintain, and apply interpersonal and independent living skills and access community support systems.
4. A beneficiary shall live on the premises and be considered a “short-term resident” of the residential facility where the beneficiary receives services under this Drug Medi-Cal-Organized Delivery System (DMC-ODS) level of care.

5. Services may be provided in facilities of any size.

6. Services are driven by the beneficiary's care needs and shall be transitioned to other levels of care when clinically appropriate and served in the least restrictive setting.

7. Residential treatment services for adults under these levels are provided by DMC-certified providers who shall be licensed and enrolled in accordance with all applicable state and federal laws and regulations. This includes residential facilities licensed by Department of Health Care Services (DHCS,) residential facilities licensed by the Department of Social Services, Chemical Dependency Recovery Hospitals (CDRHs) licensed by the Department of Public Health or freestanding Acute Psychiatric Hospitals (FAPHs) licensed by California Department of Public Health (CDPH).

8. Residential providers licensed by a state agency other than DHCS shall be DMC-Certified.

9. DHCS Level of Care designation and/or ASAM Level of Care Certification:

   a. All facilities delivering Residential Treatment services under DMC-ODS shall also be designated as capable of delivering care consistent with the ASAM Criteria.

   b. Designation is required for facilities offering ASAM levels 3.1, 3.3, 3.5.

   c. All counties with residential facilities offering levels 3.1., 3.3, and 3.5, licensed by a state agency other than DHCS, shall have an ASAM Level of Care Certification for each of the levels of care provided at the facility under the DMCS-ODS program by January 1, 2024.

10. Services may be provided in person, by telehealth, or by telephone

    a. Most services shall be in person.

    b. Telehealth and telephone services shall be used to supplement, not replace, the in-person services and in-person treatment milieu.

11. Length of Stay

    a. The average statewide length of stay goal is 30 days; however, this is not a quantitative treatment limitation and there is no hard "cap" on individual length of stays. Lengths of stay shall be determined by individualized clinical need. Beneficiaries shall be transitioned to appropriate levels of care as medically necessary.

    b. Yolo County shall adhere to length of stay monitoring requirements established by DHCS and the external quality review organization

12. . **Problem List. See Article 4, Section V. of the Agreement.**

13. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

14. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.

15. **Coordination with Other HHSA Programs**

    a. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes; client's progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

b. If a Child Welfare involved client:

i. Provider will send their Child Welfare case worker a monthly progress report that includes client's progress towards their treatment plan goals and progress towards finding gainful employment.

ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

B. Clinically Managed High-Intensity Residential Treatment Services Contractor shall provide a Clinically Managed High-Intensity Residential Treatment program that contains all of the following components; Assessment, Care Coordination, Counseling (individual and group), Family Therapy, Medication Services, MAT for OUD, MAT for AUD and other non-opioid Substance Use Disorders (SUD), Patient Education, Recovery Services, SUD Crisis Intervention Services. Residential Treatment Services as follows:

1. Assessment.-Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

a. Assessment services may include one or more of the following components:

i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

2. Care Coordination.

a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.

c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.

d. Care coordination services shall include one or more of the following components:

i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3. **Individual Counseling.** Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

4. **Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals

5. **Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

6. **Medication Services.** Contractor shall provide Medication Services.

a. Medication Services includes:

i. Prescription or administration of medication related to use disorder services or

ii. The assessment of the side effects or results of the medication or

iii. Monitoring medication used in the treatment or management of SUD and or/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD Services.

b. Medication Services does not include:

i. MAT for Opioid Use Disorders (OUD)

ii. MAT for Alcohol Use Disorders (AUD)

iii. MAT for other Non-Opioid Substance Use disorders.

7. **MAT for OUD.** Contractor shall provide MAT for OUD services. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as a service delivered as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

a. Assessment

b. Care Coordination

c. Counseling (individual and group)

d. Family therapy

e. Medication Services

f. Patient Education

g. Prescribing and monitoring for MAT for OUD

h. Recovery Services

i. SUD Crisis Intervention Services

j. Withdrawal Management Services

8. **MAT for AUD and Non-Opioid Substance Use Disorders.** Contractor shall provide MAT for AUD services and Non-Opioid Substance Use Disorders. These services may be provided in a clinical or non-clinical setting and can be delivered as a standalone service or as part of a level of care. When MAT is being provided as a standalone service, MAT includes the following components:

a. Assessment

b. Care Coordination

c. Counseling (individual and group)

d. Family therapy

e. Medication Services

f. Patient Education

g. Prescribing and monitoring for MAT for OUD

h. Recovery Services

i. SUD Crisis Intervention Services

j. Withdrawal Management Services

9. **Patient Education** Contractor shall provide Patient Education Services, which is education for the beneficiary on addiction, treatment recovery and associated health risks.

10. **Recovery Services.** Contractor shall provide Recovery Services. These services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.

    a. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries.

    b. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.

    c. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.

    d. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.

    e. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD.

    f. Services may be provided in person, by telehealth, or by telephone.

    g. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in the State Contract as a ""Covered DMC-ODS Services" , or as a service delivered as part of these services:

        i. Assessment

        ii. Care Coordination

        iii. Counseling (individual and group)

        iv. Family therapy

        v. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary's SUD.

        vi. Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

11. **SUD Crisis Intervention Services.** Contractor shall provide SUD Crisis Intervention Services consisting of contacts with a beneficiary in crisis. Sud Crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate situation, and be provided in the least

intensive level of care that is medically necessary to treat their condition.

EXHIBIT A.6- OPIOID (NARCOTIC) TREATMENT PROGRAM

I. SERVICE LOCATIONS

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide Opioid Treatment Program (OTP)/ Narcotic Treatment Program (NTP) substance use disorder(s) (SUD) services in NTP licensed facilities as determined to be medically necessary with an individualized treatment plan determined by a licensed physician or licensed prescriber and approved and authorized according to State of California requirements.

III. TARGET POPULATION

Substance Use disorder treatment services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Narcotic Treatment Program (NTP) Requirements

1. An NTP also described in the American Society of Addition Medicine (ASAM) Criteria as an Opioid Treatment Program (OTP), is an outpatient program that provides Food and Drug Administration (FDA) approved medications and biological products to treat SUDs when ordered by a physician as medically necessary.

2. NTPs shall comply with all federal and state NTP licensing requirements.

3. If the NTP cannot comply with all federal and state NTP requirements, as well as the requirements of this Agreement, including providing all clients seeking NTP services with an appointment within three (3) business days of a service request, then the NTP shall assist the beneficiary in choosing another Medication-Assisted Treatment (MAT) provider, ensure continuity of care, and facilitate a warm hand-off to ensure engagement.

4. NTP services are provided in DHCS-licensed NTP facilities pursuant to the Title 9, Chapter 4 of the California Code of Regulations and Title 42 of the Code of Federal Regulations (CFR).

5. **a.** NTPs are required to administer, dispense, or prescribe medications to beneficiaries covered under the DMC-ODS formulary including:

    i. Methadone

    ii. Buprenorphine (transmucosal and long-acting injectable)

    iii. Naltrexone (oral and long-acting injectable)

    iv. Disulfiram

    v. Naloxone

    b. If the NTP is unable to directly administer or dispense medically necessary medications covered under the DMC-ODS formulary, the NTP shall prescribe the medication for dispensing at a pharmacy or refer the beneficiary to a provider capable of dispensing the medication.

6. Contractor shall observe and comply with all lockout and non-reimbursable service rules, as outlined in the Drug Medi-Cal Billing Manual.

7. Contractor shall create a plan of care for each client. See Article 4, Section VII. of the Agreement.

8. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

9. **Drug Testing of Clients** at appropriate intervals, as determined by the treatment provider.

10. **Coordination with Other HHSA Programs**

    When applicable, Contractor shall coordinate with other HHSA programs as follows:

    a. If a CalWorks involved client:

    Provider will send their CalWorks case manager a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

    b. If a Child Welfare involved client:

    i. Provider will send their Child Welfare case worker a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment.

    ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

    iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

    Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

B. NTP Service Components. Contractor shall provide an NTP program that contains all of the following service components:

1. Assessment

a. Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic, and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

b. Assessment services may include one or more of the following components:

i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

c. See also Article 3, Section II of the Agreement.

2. Care Coordination.

a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.

c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.

d. Care coordination services shall include one or more of the following components:

i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3. Counseling (individual, group, and family therapy).

a. The NTP shall offer the beneficiary 50 and 200 minutes of counseling per calendar month with a therapist or counselor, and, when medically necessary, additional counseling services may be provided.

b. Counseling services may be provided in-person, by telehealth, or by telephone.

c. Individual Counseling shall consist of direct contacts with a beneficiary. Individual counseling may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

d. Group Counseling shall consist of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling means contacts in which one or more therapists or counselors treat two or more beneficiaries at the same time with a maximum of 12 in the group, focusing on the needs of the individuals served.

4. Family Therapy.

Contractor shall provide Family Therapy. Family Therapy means a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

5. Medical Psychotherapy

Contractor shall provide Medical psychotherapy. Medical psychotherapy means a counseling service to treat SUDs other than Opioid Use Disorder (OUD)conducted by the medical director of a Narcotic Treatment Program on a one-to-one basis with the beneficiary.

6. Medication Services

Contractor shall provide Medication Services. Medication Services means the prescription or administration of medication related to substance use disorder services, or the assessment of the side effects or results of the medication. Medication Services does not include MAT for OUD or MAT for Alcohol Use Disorders (AUD) and other Non-Opioid Substance Use Disorders. Medication Services includes prescribing, administering, and monitoring medications used in the treatment or management of SUD and/or withdrawal management not included in the definitions of MAT for OUD or MAT for AUD services.

7. Medicated Assisted Treatment (MAT) for (OUD)

a. Contractor shall provide Medications for Addiction Treatment (also known as medication assisted treatment (MAT) for OUD. MAT for OUD includes all medications approved under section 505 of the Federal Food, Drug, and Cosmetic Act (21 U.S.C. 355) and all biological products licensed under section 351 of the Public Health Service Act [42 U.S.C. 262) to treat opioid use disorders.

b. Naltrexone Treatment Services. Contractor shall confirm and document that the beneficiary meets all of the following conditions prior to administering naltrexone treatment services.

i. Has a documented history of opiate addiction.

ii. Is at least 18 years of age.

iii. Has been opiate free for a period of time to be determined by a physician based on the physician's clinical judgment. The provider shall administer a body specimen test to confirm the opiate free status of the beneficiary.

iv. Is not pregnant and is discharged from the treatment if she becomes pregnant.

c. The physician shall certify the beneficiary's fitness for treatment based upon the beneficiary's physical examination, medical history, and laboratory results.

d. The physician shall advise the beneficiary of the overdose risk should the beneficiary return to opiate use while taking Naltrexone and the ineffectiveness of opiate pain relievers while on Naltrexone.

8. MAT for Alcohol Use Disorder (AUD) and other non-opioid Substance Use Disorders

Contractor shall provide Medications for Addiction Treatment (also known as medication assisted treatment (MAT)) for AUD and Non-Opioid Substance Use Disorders. MAT for AUD and Non-Opioid Substance Use Disorders includes all FDA-approved drugs and services to treat AUD and other non-opioid SUDs involving FDA-approved medications to treat AUD and non-opioid SUDs.

9. Patient Education

Contractor shall provide Patient Education. Patient Education means education for the beneficiary on addiction, treatment, recovery and associated health risks.

10. Recovery Services

Contractor shall provide Recovery Services. Recovery Services means a DMC-ODS service designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries.

11. SUD Crisis Intervention Services

Contractor shall provide Substance Use Disorder Crisis Intervention services. Substance Use Disorder Crisis Intervention Services means contacts with a beneficiary in crisis. A crisis means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. SUD Crisis Intervention Services shall focus on alleviating the crisis problem, be limited to the stabilization of the beneficiary's immediate

situation, and be provided in the least intensive level of care that is medically necessary to treat their condition.

12. Medical Evaluation for Methadone Treatment

Contractor shall provide an in-person Medical Evaluation for Methadone Treatment to include:

a. Medical history

b. Laboratory tests

c. Physical exam

d. Medical evaluation shall be conducted in-person

13. Perinatal DMC Services:

a. Contractor shall provide Perinatal DMC Service. Perinatal DMC Services means covered services as well as parent/child habilitative and rehabilitative services; services access (i.e., provision or arrangement of transportation to and from medically necessary treatment); education to reduce harmful effects of alcohol and drugs on the parent and fetus or infant; and coordination of ancillary services (Cal. Code Regs., tit. 22, § 51341.1(c)(4)).

b. Perinatal services shall address treatment and recovery issues specific to pregnant and postpartum women, such as relationships, sexual and physical abuse, and development of parenting skills.

c. Perinatal services shall include:

i. Mother/child habilitative and rehabilitative services (i.e., development of parenting skills, training in child development, which may include the provision of cooperative child care pursuant to Health and Safety Code Section 1596.792).

ii. Service access (i.e., provision of or arrangement for transportation to and from medically necessary treatment).

iii. Education to reduce harmful effects of alcohol and drugs on the mother and fetus or the mother and infant.

iv. Coordination of ancillary services (i.e., assistance in accessing and completing dental services, social services, community services, educational/vocational training and other services which are medically necessary to prevent risk to fetus or infant).

d. Postpartum as defined for DMC purposes, means the 60-day period beginning on the last day of pregnancy, regardless of whether other conditions of eligibility are met. Eligibility for perinatal services shall end on the last day of the calendar month in which the 60th day occurs.

e. Contractor shall maintain medical documentation that substantiates the beneficiary's pregnancy and the last day of pregnancy in the beneficiary record.

f. Contractor shall comply with the perinatal program requirements as outlined in the DHCS-Perinatal Practice Guidelines. (see Attachment 1). Contractor shall comply with the current version of these guidelines until new perinatal practice guidelines are established and adopted. The incorporation of any new perinatal practice guidelines into this Agreement shall not require a formal amendment.

14. Discharge Services Contractor shall provide Discharge Services. Discharge Services are the processes to prepare the beneficiary for referral into another level of care, post treatment return or reentry into the community, and/or the linkage of the individual to essential community treatment, housing and human services.

At the time of discharge, Contractor shall complete an ASAM and refer to the appropriate outpatient or inpatient service based on the client's LOC needs. When possible, discharge will include treatment at a lower LOC or intensity appropriate to client's needs and provision of additional referrals to community resources for client to utilize after discharge.

See also Article 4, Section IX of the Agreement.

EXHIBIT A.7- RECOVERY ENVIRONMENT – RECOVERY SERVICES (ASAM DIMENSION 6)

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide Recovery Residences (RR) services to beneficiaries who require housing assistance in order to support their health, wellness, and recovery with an anticipated unit of service (UOS) of 1,112 per fiscal year. Recovery services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level with emphasis on the beneficiary as the central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Recovery Services Treatment Program Requirements

Recovery Services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries.

1. Beneficiaries may receive Recovery Services based on self-assessment or provider assessment of relapse risk.
2. Beneficiaries do not need to be diagnosed as being in remission to access Recovery Services.
3. Beneficiaries may receive Recovery Services while receiving MAT services, including NTP services.
4. Beneficiaries may receive Recovery Services immediately after incarceration with a prior diagnosis of SUD

5. Services may be provided in person, by telehealth, or by telephone.
6. Services shall be claimed in 15-minute increments at a rate of: $34-$35 unit of service (UOS) based on current rates set by the State and subject to change with CalAIM payment reform.
7. Effective January 1, 2022, services delivered by peers can no longer be claimed as a component of Recovery Services.
8. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in this "Covered DMC-ODS Services" , or as a service delivered as part of the following levels of care:
    i. Assessment
    ii. Care Coordination
    iii. Counseling (individual and group)
    iv. Family Therapy
    v. Recovery Monitoring
    vi. Relapse Prevention
10. **Problem List. See Article 4, Section V. of the Agreement.**
11. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
12. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.
13. **Coordination with Other HHSA Programs**
    a. If a CalWorks involved client:

    Provider will send their CalWorks case manager a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

    b. If a Child Welfare involved client:
        i. Provider will send their Child Welfare case worker a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment. .
        ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.
        iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

B. Recovery Services Program Components

Contractor shall provide a Recovery Services Treatment program that contains all of the following service components: Assessment, Care Coordination, Counseling (individual and group), Family Therapy, Recovery Monitoring, and Relapse Prevention as follows:

1. **Assessment.**-Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of

treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

a. Assessment services may include one or more of the following components:

i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

2. Care Coordination

a. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

b. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.

c. Care coordination services shall be provided by an LPHA or a registered/certified counselor.

d. Care coordination services shall include one or more of the following components:

i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

3. Individual Counseling. Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact

with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

4. **Group Counseling.** Contractor shall provide Group Counseling Services. Group Counseling consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals

5. **Family Therapy.** Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

6. **Recovery Monitoring.** Contractor shall provide recovery monitoring services, which includes recovery coaching and monitoring designed for the maximum reduction of the beneficiary' s SUD.

7. **Relapse Prevention.** Contractor shall provide recovery monitoring services, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

8. **Peer Support.** If Contractor chooses to include Peer Support as part of their Recovery Services, information regarding the Peer Support plan can be found here:

   http://www.dhcs.ca.gov/formsandpubs/Documents/SUD_Peer_Support_Plan_Guide.pdf

9. **Ancillary Services.** Contractor shall provide linkages to housing assistance, transportation, case management, and individual services coordination.

10. **Education and Job Skills-.**Contractor shall provide linkages to life skills, employment services, job training, and education services.

11. **Coordination with Other HHSA Programs**

When applicable, Contractor shall coordinate with other HHSA programs as follows:

b. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

b. If a Child Welfare involved client:

ii. Provider will send their Child Welfare case worker a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment.

iii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

iv. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

iv. Prior to a planned discharge, ensure client, provider staff, and Child Welfare case worker have discussed client's next steps in treatment and collaborate around a discharge plan, as appropriate.

EXHIBIT A.8 CARE COORDINATION SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide Care Coordination Services support services to beneficiaries as they move through the DMC-ODS continuum of care from initial engagement and early intervention, through treatment to recovery supports.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients. While these services can be provided to any of the above populations/programs, a client must have active Yolo County Medi-Cal to receive this service. This service cannot get billed to any funding source other than Medi-Cal.

IV. SERVICES

A. Care Coordination

1. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

2. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, the Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.

3. Care coordination services shall be provided by an LPHA or a registered/certified counselor.

4. Care coordination services shall include one or more of the following components:

a. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

b. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

c. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

EXHIBIT A.9 CLINICIAN CONSULTATION SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide Clinician consultation services include DMC provider Clinician consulting with addiction medicine physicians, addiction psychiatrists, or clinical pharmacists. Clinician Consultation Services are designed to assist DMC provider physicians with seeking expert advice on designing treatment plans and supporting DMC providers with complex cases, which may address medication selection, dosing, side effect management, adherence, drug-to-drug interactions, or level of care considerations.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients. While these services can be provided to any of the above populations/programs, a client must have active Yolo County Medi-Cal to receive this service. This service cannot get billed to any funding source other than Medi-Cal.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Clinician Consultation Program Requirements

1. Clinician consultation services shall consist of LPHAs, such as addiction medicine physicians, licensed clinicians, addiction, psychiatrists, or clinical pharmacists to support the provision of care.

2. Clinician consultation is not a direct service provided to beneficiaries. Clinician Consultation is designed to support DMC-ODS licensed clinicians with complex cases and may address medication selection, dosing, side effect management, adherence, drug-drug interactions, or level of care considerations. It includes consultations between clinicians designed to assist DMC clinicians with seeking expert advice on treatment needs for specific DMC-ODS

beneficiaries.

3. Contractor may contract with one or more physicians, clinicians, or pharmacists specializing in addiction in order to provide consultation services. These consultations can occur in person, my telehealth, by telephone, or by asynchronous telecommunication systems.

4. Services shall be claimed in 15- minute increments at a rate of: $47-62 unit of service (UOS)

EXHIBIT A.10

RECOVERY RESIDENCES/TRANSITIONAL LIVING SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this Agreement shall be provided at the following location(s):

Entity Name
Service Address
Service Address

Service Hours:

Provider #
NPI#

II. PURPOSE

To provide Recovery Residences (RR) services to beneficiaries who require housing assistance in order to support their health, wellness, and recovery with an anticipated unit of service (UOS) of 1,112 per fiscal year. Recovery services are designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level with emphasis on the beneficiary as the central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management.

III. TARGET POPULATION

These services will be provided to any eligible Criminal Justice Involved (AB109) or CalWorks eligible Yolo County resident referred through an access point established by Yolo County, or referred by the Sheriff Department for direct placement.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Recovery Services Program Requirements:

1. Recovery Services designed to support recovery and prevent relapse with the objective of restoring the beneficiary to their best possible functional level.
2. Recovery Services emphasize the beneficiary's central role in managing their health, use effective self-management support strategies, and organize internal and community resources to provide ongoing self-management support to beneficiaries.
3. Services may be provided based on the beneficiary's self-assessment or provider assessment of relapse risk.
4. Diagnosis of "remission" is not required to receive Recovery Services

5. Services may be provided concurrently with Medication Assisted Treatment (MAT) services, including Narcotic Treatment Program (NTP) services.
6. Services may be provided immediately after incarceration with a prior diagnosis of SUD
7. Services may be provided in person, by telehealth, or by telephone.
8. Recovery Services can be delivered and claimed as a standalone service, concurrently with the other levels of care described in the State Contract as a "Covered DMC-ODS Services", or as a service delivered as part of these services:

    a. Assessment

    b. Care Coordination

    c. Counseling (individual and group)

    d. Family therapy

    e. Recovery monitoring, which includes recovery coaching and monitoring designed for maximum reduction of the beneficiary's SUD.

    f. Relapse Prevention, which includes interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary's SUD.

    g. Effective January 1, 2022, services delivered by peers can no longer be claimed as a component of Recovery Services.

9. **Problem List. See Article 4, Section V. of the Agreement.**
10. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.
11. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.
12. **Coordination with Other HHSA Programs**

    a. If a CalWorks involved client:

    Provider will send their CalWorks case manager a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

    b. If a Child Welfare involved client:

        i. Provider will send their Child Welfare case worker a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment.

        ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

B. Recovery Services Program Components. Contractor shall provide Recovery Services Program that contains all of the following service components: assessment, care coordination, counseling (individual, group), family therapy, recovery monitoring (including recovery coaching and monitoring designed for the maximum reduction of the beneficiary's Substance Use Disorder (SUD). These services are provided as follows:

1. DMC-ODS Provider Point of Entry/Initial Screening

a. Contractor shall function as a DMC-ODS Provider Point of Entry staffed by certified/registered AOD counselors and/or Licensed Practitioner of the Healing Arts (LPHAs).

b. Contractor shall conduct an ASAM Criteria screening and ensure such screening obtains relevant information to identify initial treatment needs to link beneficiaries to the most appropriate Level of Care (LOC).

c. Upon first contact, Contractor shall inform beneficiaries of the benefits to which they are entitled. If the beneficiary appears in person, Contractor shall provide beneficiaries with a same-day screenings, ASAM Criteria, and referral, if available.

d. The beneficiary may choose to receive DMC-ODS services from Contractor or choose to be referred to another appropriate DMC-ODS provider offering the initial LOC determined by the ASAM screening.

e. In all cases, Contractor shall consider geographic location, language needs and individual preference when making placement and referrals within the parameters of the ASAM screening results.

f. In the event the beneficiary's ASAM screening determines the need for a LOC not offered by Contractor, Contractor shall provide:

i. The beneficiary a warm hand-off to the appropriate DMC-ODS provider;

ii. The completed ASAM tool to the appropriate DMC-ODS provider.

iii. Notice to Yolo County HHSA at HHSA.SUDservices@yolocounty.org

2. Assessment. Contractor shall provide assessment activities to evaluate or monitor the status of a beneficiary's behavioral health and determine the appropriate level of care and course of treatment for that beneficiary. Assessments shall be conducted in accordance with applicable State and Federal laws, and regulations, and standards. Assessment may be initial and periodic and may include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary.

a. Assessment services may include one or more of the following components:

i. Collection of information for assessment used in the evaluation and analysis of the cause or nature of the substance use disorder.

ii. Diagnosis of substance use disorders utilizing the current DSM and assessment of treatment needs for medically necessary treatment services. This may include a physical examination necessary for treatment and evaluation.

iii. Treatment planning, a service activity that consists of development and updates to documentation needed to plan and address the beneficiary's needs, planned interventions and to address and monitor a beneficiary's progress and restoration of a beneficiary to their best possible functional level.

b. Care Coordination

1. Contractor shall provide care coordination. Care coordination consists of activities to provide coordination of SUD care, mental health care, and medical care, and to support the beneficiary with linkages to services and supports designed to restore the beneficiary to their best possible functional level. Care Coordination can be provided in clinical or non-clinical settings and can be provided in person, by telehealth, or by telephone.

2. Care coordination shall be provided to a beneficiary in conjunction with all levels of treatment. Care coordination may also be delivered and claimed as a standalone service. Through executed memoranda of understanding, Contractor shall implement care coordination services with other SUD, physical, and/or mental health services in order to ensure a beneficiary-centered and whole-person approach to wellness.

3. Care coordination services shall be provided by an LPHA or a registered/certified counselor.

4. Care coordination services shall include one or more of the following components:

i. Coordinating with medical and mental health care providers to monitor and support comorbid health conditions.

ii. Discharge planning, including coordinating with SUD treatment providers to support transitions between levels of care and to recovery resources, referrals to mental health providers, and referrals to primary or specialty medical providers.

iii. Coordinating with ancillary services, including individualized connection, referral, and linkages to community-based services and supports including but not limited to educational, social, prevocational, vocational, housing, nutritional, criminal justice, transportation, childcare, child development, family/marriage education, cultural sources, and mutual aid support groups.

a. Individual Counseling. Contractor shall provide Individual Counseling. Individual Counseling consists of contacts with a beneficiary. Individual counseling can include contact with family members or other collaterals if the purpose of the collateral's participation is to focus on the treatment needs of the beneficiary by supporting the achievement of the beneficiary's treatment goals.

b. Group Counseling. Contractor shall provide Group Counseling Services. Group Counseling

consists of contacts with multiple beneficiaries at the same time. Group Counseling shall focus on the needs of the participants. Group counseling shall be provided to a group that includes 2-12 individuals.

c. Family Therapy. Contractor shall provide Family Therapy Services. Family therapy is a rehabilitative service that includes family members in the treatment process, providing education about factors that are important to the beneficiary's recovery as well as the holistic recovery of the family system. Family members can provide social support to the beneficiary and help motivate their loved one to remain in treatment. There may be times when, based on clinical judgment, the beneficiary is not present during the delivery of this service, but the service is for the direct benefit of the beneficiary.

d. Recovery Monitoring. Contractor shall provide Recovery Monitoring Recovery Monitoring consists of coaching and monitoring designed for the maximum reduction of the beneficiary's SUD. Services may be provided in person, by telehealth, or by telephone.

e. Relapse Prevention. Contractor shall provide Relapse Prevention services. Relapse Prevention is a behavioral self-control program that teaches individuals with substance addiction how to anticipate and cope with the potential for relapse. These services include interventions designed to teach beneficiaries with SUD how to anticipate and cope with the potential for relapse for the maximum reduction of the beneficiary. Services may be used as a stand-alone substance use treatment program or as an aftercare program to sustain gains achieved during initial substance use disorder treatment.

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EXHIBIT A.11 IN-PERSON ACCESS, SCREENING, AND REFERRAL SERVICES

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name
Address
Address

Provider # -
NPI# -

II. PURPOSE

To provide in-person screening and referral to substance use treatment providers as appropriate based on the HHSA assigned ASAM brief screening, and approved mental health brief screening tool.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109); Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. In-person Screening and Referral Program Requirements

1. Contractor shall have personnel available Monday through Friday 8am-5pm in the three (3) major cities throughout Yolo County; Woodland, West Sacramento, and Davis.

2. Services shall include, but may not be limited to:

a. Screening clients using the HHSA assigned ASAM tool and approved mental health brief screening tool

b. Triaging clients for risk of suicidality, homelessness, emergency physical health concerns, and need for detoxification/withdrawal management services

c. Verifying clients have active Yolo County Medi-Cal, and identify client referral source

d. Referring clients to appropriate level of care and service provider, and notify provider of the referral

e. Documenting all services provided to clients including, but not limited to; ASAM screening tool results, mental health brief screening tool results, referred/recommended level of care and provider, barriers to referred/recommended level of care and/or provider

through the access log in the County Electronic Health Record (Avatar) or other means as agreed upon by HHSA and contractor

f. If clients are referred to a *residential* substance use provider, Contractor must complete the 72-hour *Initial Residential Authorization Form* and submit form to referred provider and HHSA Quality Management staff through the County Electronic Health Record, via secured email, or via fax.

g. Staff providing this screening and referral do not need to be registered, certified, or licensed.

h. Staff providing the service must have initial and ongoing training as required to adequately perform the screening and referral duties, including but not limited to:

i. Training on the identified ASAM brief screening tool

ii. Training on how to handle situations in which the ASAM brief screening results conflict with beneficiary's ability or desire to participate in the determined level of care

iii. Training on provider network and how to appropriate referral to a provider based on the screening

iv. Collection and documentation of appropriate information obtained at time of screening and referral

EXHIBIT A.12 EARLY INTERVENTION

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name
Address
Address

Provider # -
NPI# -

II. PURPOSE

To provide Early Intervention Services to beneficiaries under the age of 21 who are screened and determined to be at risk of developing an SUD.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the following medically necessary covered SUD services, as defined in the Drug Medi-Cal Billing Manual available in the DHCS County Claims Customer Services Library page at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, or subsequent updates to this billing manual, to clients who meet access criteria for receiving SUD services.

A. Early Intervention Program Requirements

1. A SUD diagnosis is not required for early intervention services. This does not eliminate the requirement that all Medi-Cal claims, including DMC-ODS claims, include a CMS approved ICD-10 diagnosis code. In cases where services are provided due to a suspected SUD that has not yet been diagnosed or due to trauma, options are available in the CMS approved ICD-10-CM code list.

2. Early intervention services shall be provided under the outpatient treatment modality and shall be available as needed based on individual clinical need, even if the beneficiary under age 21 is not participating in the full array of outpatient treatment services.

3. A full assessment utilizing the ASAM criteria is not required for a DMC beneficiary under the age of 21 to receive early intervention services; an abbreviated ASAM screening tool may be used. If the beneficiary under 21 meets diagnostic criteria for SUD, a full ASAM assessment shall be performed and the beneficiary shall receive a referral to the appropriate level of care indicated by the assessment.

4. Early intervention services may be delivered in a wide variety of settings, and can be provided in person, by telehealth, or by telephone.

5. Coordination with Screening, Brief Intervention, Referral to Treatment Alcohol and Drug Screening, Assessment, Brief Intervention and Referral to Treatment (SABIRT), commonly known as Brief Intervention, and Referral and Treatment (SBIRT) is not a Drug Medi-Cal Organized Delivery System (DMC-ODS) benefit. This is a benefit in the managed care delivery system for beneficiaries aged 11 years and older. Coordination with SABIRT delivered through Fee-For- Services/Managed Care Plans is required.

6. **Problem List. See Article 4, Section V. of the Agreement.**

7. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

8. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.

9. **Coordination with Other HHSA Programs**

   a. **If a CalWorks involved client:**

      Provider will send their CalWorks case manager a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

   b. **If a Child Welfare involved client:**

      i. Provider will send their Child Welfare case worker a monthly progress report that includes; clients progress towards their treatment plan goals, and clients progress towards finding gainful employment.

      ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

      iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

EXHIBIT A.13 In-Custody

Contractor shall provide services in accordance with the following provisions.

I. SERVICE LOCATIONS

Services rendered pursuant to this agreement shall be provided at the following location(s):

Entity Name
Address
Address

Provider # -
NPI# -

II. PURPOSE

To provide in-custody Substance Abuse Treatment Services for individuals in the legal system with a capacity to serve up to 10 participants per gender and a length of service of 8 to 12 weeks long, offering additional support past completion to support a positive and successful re-entry into the community.

III. TARGET POPULATION

These services will be provided to any eligible Yolo County resident referred through an access point established by Yolo County and will include, but not be limited to the following populations/programs: CalWORKS; Child Welfare Services; Perinatal; Criminal Justice Involved (AB109), including PC1000; Indigent; and Co-Occurring severely mentally ill and substance using clients.

IV. SERVICES

Contractor shall provide the services:

A. In-Custody Treatment Program Requirements

1. Contractor shall provide In-Custody Substance Use Disorder (SUD) services to adult detainees who are incarcerated in the Yolo County jail and clients identified through an internal and/or external sources, such as:

a. Yolo County Sherriff's Treatment coordinator

b. Yolo County Probation Department

c. Medication Assisted Treatment participants

d. Yolo County District Attorney (DA)

e. Yolo County Public Defender's Office

f. Yolo County Health and Human Services Agency (HHSA)

2. Clients identified through internal and/or external sources shall meet the following criteria and must be willing to participate in an individual screening.

a. Conduct screening using the American Society of Addiction Medicine (ASAM)

b. Evaluate motivation (Stages of Change) and willingness to participate

c. Evaluate ability to participate (i.e. in custody for the next 8-10 weeks)

d. Screen for depression using PHQ-9

e. Screen for anxiety

f. Screen for co-occurring disorders

g. Complete all agreements, Release of Information (ROI), consents, etc.

h. Evaluation of safety risk

3. **Problem List. See Article 4, Section V. of the Agreement.**

4. **Episode Management** Providers are responsible for their own episode management in AVATAR. This includes opening and closing client episodes.

5. **Drug testing** of clients at appropriate intervals, as determined by the treatment provider.

6. **Coordination with Other HHSA Programs**

a. If a CalWorks involved client:

Provider will send their CalWorks case manager a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment. Also, please notify their CalWorks case manager of positive urine screens and if a client exits the program.

b. If a Child Welfare involved client:

i. Provider will send their Child Welfare case worker a monthly progress report that includes client's progress towards their treatment plan goals and towards finding gainful employment.

ii. Notify their Child Welfare case worker within (1) working day if client has positive urine screens or if a client exits the program.

iii. Coordinate significant changes in a client's substance use services with their Child Welfare case worker.

B. In Custody Service Components

Contractor shall provide an In Custody treatment program that contains all of the following Service components :

1. **Assessments**. Contractor shall provide Assessments to participants and determined eligible by referring party and Contactor staff using the Program Requirements (listed above). Staff shall assess need, motivation to change, and evaluation of risk using the ASAM dimensions.

2. **Group Therapy.** Contractor shall provide Group Therapy as follows:

a. Face-to-face- shall be one or more counselors or staff to treat two or more clients at the same time with a maximum of 10 in the group, focusing on the needs of the individuals served.

b. Male identified Group: 2 hours each, 2 days per week – 4 hours per week up to 10 individuals

c. Female identified Groups: 2 hours each, 2 days per week - 4 hours per week up to 10 individuals

3. **Individual Counseling Individual.** Contractor shall provide counseling that would be gender-specific and trauma-informed. Services provided in person shall be provided with gender-specific curricula designed for incarcerated individuals as well as Trauma-informed interventions

4. **Care Coordination and Peer Support for re-entry. Care Coordination services shall** assist participants to access needed medical, educational, social, and rehabilitative services. Utilize personal and professional life experience to provide peer support and care coordination to re-entry participants. These services may also assist with interaction with the criminal justice system if needed and additional support after completion for re-entry planning and continued encouragement.

EXHIBIT B-1. TERMS OF PAYMENT

I. FEES AND THIRD PARTY PAYMENTS

A. If applicable, Contractor shall determine if a client (whether a Drug Medi-Cal client or Non-Drug Medi-Cal client) has any funding sources other than County funds, including private insurance or sufficient income to fund services. Contractor shall only bill County for client services after all other funding sources for a client have been exhausted. Contractor shall use due diligence in determining and collecting client and third-party payments.

1. Non-Drug Medi-Cal Clients- shall be assessed and pay a fee to Provider in an amount determined pursuant to this Agreement based on ability to pay. Fees collected shall be allocated to the appropriate program based on Client eligibility and shall be reflected on the Cost Reimbursement Claim Form. Providers should establish and maintain fee schedules on file and submit to County upon request.

2. Drug Medi-Cal Clients- Pursuant to Title 42 of the Code of Federal Regulations section 438.108, any sharing of cost imposed on Drug Medi-Cal Clients shall be in accordance with Title 42 of the Code of Federal Regulations sections 447.50 through 447.60.

3. Provider shall seek collection of fees or third-party payment from other sources to the maximum extent practicable.

B. Provider shall maintain accurate and detailed records of fees charged and fees collected in the fiscal and clinical records as specified in Article 5.

C. Any fees collected shall be deducted from the drug treatment program's cost of providing services under this Agreement. For residential and withdrawal management treatment, fees collected must only be applied to room and board costs.

D. Fees shall only be collected for services rendered.

E. Excess fees collected in a fiscal year are those fees collected which exceed the contracted budget for that fiscal year as specified in Article 2, Section III.

1. Excess fees may be expended for additional services of the kind described in Exhibit A, subject to written approval by Director or his/her designee. If Contractor does not desire to provide additional services, is unable to do so, or such proposed additional services are not approved by Director, such excess funds may be used to offset any existing allowable cost. Any remaining excess funds shall be immediately paid to County.

II. AVAILABLE FUNDING

County shall utilize appropriate funds to pay Contractor for any approved claims. Drug Medi-Cal eligible services are eligible for Federal Financial Participation (FFP) by the DMC-ODS program. The Federal SABG funds will not be utilized to pay for any Drug Medi-Cal eligible services.

III. TRACKING UNITS OF SERVICE AND CLAIMING

A. Contractor shall establish an internal tracking system that will accurately track and maintain units of service.

B. 1. If the Contractor has access to AVATAR, Contractor shall also enter claims data in AVATAR, in the format specified by the County and within the timeframes established by County.

2. If the Contractor does not have access to AVATAR, shall submit claims data with invoices in the format specified by the County to HHSA-BHClaims@yolocounty.org.

C. Contractor shall use Current Procedural Terminology (CPT) or Healthcare Common Procedure Coding System (HCPCS) codes, as provided in the then current DHCS Billing Manual for the available at https://www.dhcs.ca.gov/services/MH/Pages/MedCCC-Library.aspx, which may be amended from time to time. The use of the codes is subject to change in accordance with changes in federal, state or County guidelines.

D. Contractor shall maximize the FFP reimbursement by claiming all possible Drug Medi-Cal services and correcting denied services for resubmission as needed.

IV. INVOICING

A. Contractor shall submit monthly invoices for payment to County no later than **fifteen (15)** days after the completion of the month in which services have been rendered. Invoices for claims that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted no later than **65 days** after services have been rendered. Any invoice for claims that is submitted and rejected due to lack of necessary information must be resubmitted immediately upon rejection.

B. County reserves the right to deny any late claim. Any late claims submitted to County must be submitted separately from the regular monthly claim, grouped by month of service, and supported with evidence of good cause.

C. Invoices for payment may be submitted to County in an electronic format to HHSA-BHClaims@yolocounty.org. All invoices shall be submitted with any required supporting documentation accompanying the invoice. If an invoice or any of the supporting documents contains confidential client information, the invoice and supporting documentation must be encrypted for transmission.

~~Late claims submitted with a written request within a reasonable timeframe before the one-year regulation cut off, if it is due to circumstances beyond the control of the Contractor and with evidence of good causes acceptable for federal/state reimbursement, may be approved by the Director for claim submission.~~

~~**1. Non-Drug Medi-Cal Claims**~~

~~If Non-Drug Medi-Cal applies, Contractor shall submit monthly invoices no later than 45 days after completion of the month in which services have been rendered. Claims that must first be billed to a third party, e.g. Medicare, insurance, etc., must be submitted no later than 65 days after completion of the month in which services have been rendered. Any claim that is submitted and rejected due to lack of necessary information must be resubmitted within 20 days of the date of the initial rejection.~~

~~For Non-Drug Medi-Cal, late claims submitted with a written request within a reasonable timeframe, if it is due to circumstances beyond the control of the Contractor, may be approved by the Director for claim submission~~

D. Invoices shall be complete and accurate and must include all required information regarding the claimed services, including:

1. The invoice must be accompanied with the following required supporting documentation.

   a. Yolo County Claim Form
   b. AVATAR Client Template Report (if Contractor has access to AVATAR)

c. AVATAR Client Daily Charges Report (if Contractor has access to AVATAR)
d. AVATAR Client Template Form (if Contractor does not have access to AVATAR)
e. Medi-Cal Swipes (determine if client is a Yolo County beneficiary)
f. If applicable, Explanation of Benefits (EOB) (determine if client has MediCare or other health coverage

2. Upon request by County, Contractor shall also provide additional supporting documentation which may include, but is not necessarily limited to:
a. written authorization for services,
b. daily transactions certified by the individual service providers,
c. progress notes,
d. time sheets,
e. labor distribution,
f. general-ledger printouts.

E. All supporting documentation created by Contractor must be retained for audit purposes, as specified in Article 5 and Article 6, even if not requested by County during the claiming/invoicing process.

V. PAYMENTS

A. Monthly payments for invoiced services shall be based on the units of time assigned to each CPT or HCPCS code entered in AVATAR multiplied by the service rates in Exhibit B-2.

B. 1. County shall make payments to Contractor for services claimed and invoiced by Contractor prior to submitting a claim for FFP reimbursement.

2. In the event any FFP claim is denied/rejected by the Federal and/or State government, Contractor shall take all actions necessary to obtain such approval.

3. If any denied claim by Federal and/or State government is not finally approved for payment reimbursement, Contractor's next payment from County shall be reduced by the amount of FFP denied/rejected claims.

4. Contractor disallowances are the Contractor's fiscal and programmatic responsibility, per Section VII., below.

C. County's payments to Contractor for performance of invoiced services are provisional and subject to adjustment until the completion of all settlement activities. County's adjustments to provisional payments for claimed services shall be based on the terms, conditions, and limitations of this Agreement or the reasons for recoupment set forth in Article 7 and this Exhibit B-1, Section VII.

VI. NONCOMPLIANCE

A. Drug Medi-Cal services may only be provided by Contractor at specific sites as approved by County and DHCS. Contractor shall ensure that claiming for each Contractor site has been approved by County and DHCS prior to Drug Medi-Cal service delivery. In no event shall County pay Contractor for Drug Medi-Cal services that were not approved by County and DHCS for a specific site.

B. In the event that the Contractor fails to comply with any provision of this Agreement, County may withhold payment otherwise due to Contractor pursuant to this Agreement or any other agreement between Contractor and County until such noncompliance has been corrected**.**

VII. REPAYMENT/RECOUPMENT

A. County will demand repayment from Contractor for compensation made to the Contractor, if any goods and/or services related to such compensation are subsequently determined disallowable, regardless of reason, including denials for FFP reimbursement to County due to Contractor's failure to submit timely claims and invoices.

B. Any such disallowance related to the current term of this Agreement will be due and payable immediately to County. County will recoup from Contractor by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

C. Any such disallowance related to the prior terms of this Agreement or any other agreement between Contractor and County will be due and payable within forty-five (45) days of mailing a demand letter from County to Contractor. Thereafter, unless otherwise negotiated with and approved by the Director, County will recoup from Contractor the amount due, by offsetting any payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County.

D. In the event that the aggregated payment otherwise due Contractor pursuant to this Agreement or any other agreement between Contractor and County is less than the amount due, and when all payments otherwise due Contractor have been exhausted, Contractor shall make payment to County for any balance due based on a payment plan negotiated with and approved by the Director.

VIII. RESTRICTIONS OF THE USE OF FUNDS

A. Contractor agrees that information produced through these funds, and which pertains to drugs and alcohol - related programs, shall contain a clearly written statement that there shall be no unlawful use of drugs or alcohol associated with the program. Additionally, no aspect of a drug or alcohol - related program shall include any message on the responsible use, if the use is unlawful, of drugs or alcohol [See California Health and Safety Code sections 11999 through 11999.3]. By signing this Agreement, Contractor agrees that it will enforce, and will require its Subcontractors to enforce, these requirements.

B. No Substance Abuse Prevention and Treatment (SABG) Block Grant funds made available through this Agreement shall be used to carry out any program that includes the distribution of sterile needles or syringes for the hypodermic injection of any illegal drug unless the State chooses to implement a demonstration syringe services program for injecting drug users.

C. County reserves the right to monitor to ensure that funds are not used to supplant funds from any existing fund source or mechanism currently used to provide drug treatment services in County. No funds made available through this Agreement shall be used to carry out any program of distributing sterile needles or syringes for the hypodermic injection of any illegal drug.

D. No state or federal funds shall be used by Contractor for sectarian worship, instruction, or proselytization. No state funds shall be used to provide direct, immediate, or substantial support to any religious activity.

E. Contractor shall use the funds provided by County exclusively for the purposes of performing the services required by this Agreement. No funds provided by County pursuant to this Agreement shall be used for any political activity or political contribution.

IX. ADDITIONAL PROVISIONS

A. Contractor shall hold harmless the federal and/or state governments and clients in the event that County does not pay for services in accordance with this Agreement.

B. See also Article 12.

[End Exhibit B-1]

EXHIBIT B-2. FINANCIAL INFORMATION AND SCHEDULES: PROVIDER RATE TABLE

EXHIBIT C. INSURANCE

I. INDEMNIFICATION

A. Contractor shall exercise all care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this Section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the laws or public policy of the State of California, Contractor shall indemnify, defend and hold harmless County of Yolo and its officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorneys' fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission 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, regardless of whether or not it is caused in part by a party indemnified hereunder. Contractor and/or any subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this Agreement for the full period of time allowed by law. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement. In providing any defense under this Section, Contractor shall utilize counsel approved by the Office of the County Counsel in its reasonable discretion.

C. Any subcontractor must agree to be bound to County of Yolo in the same manner and to the same extent as Contractor is bound to County of Yolo under this Agreement. Any subcontractors must further agree to include the same requirements and provisions of this Agreement, including the indemnity and insurance requirements, with any sub-subcontractor to the extent they apply to the scope of the sub-subcontractor's work.

II. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:
    - **a.** Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Contract, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.
    - **b.** Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.
    - **c.** Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.
    - **d.** Professional Liability (Errors and Omissions) (If applicable, see below)
2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:
    - **a.** Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. OTHER INSURANCE PROVISIONS

a. Additional Insured Status - County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to County.

d. Waiver of Subrogation – Contractor hereby grants to County a waiver of any right to subrogation which any insurer of said Contractors may acquire against County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of County of Yolo (if agreed to in a written contract or agreement) before County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three

years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance under this Agreement, and the County Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects County, its officers, agents, employees and volunteers. Any insurance maintained by County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Contract prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to

the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

E. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

III. WORKERS' COMPENSATION

A. Contractor shall provide worker's compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of the California Labor Code, Section 3700 that requires every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor; both the person executing this Agreement on behalf of Contractor and Contractor understand that County is relying on this representation in entering into this Agreement.

IV. LIABILITY INSURANCE FOR LICENSED RESIDENTIAL SUD RECOVERY OR TREATMENT FACILITIES

A. As required by AB 1158, which amends Health and Safety Code 11834.10, and as outlined in BHIN 22-023, licensed residential SUD recovery or treatment facilities shall have and maintain minimum liability insurance coverage to protect residents. In the event the County insurance requirements, as prescribed in Section II of this Exhibit, fall below these limits, Contractor shall at all times maintain at least the level of insurance as prescribed below, which cannot be waived by the County.

B. Licensed residential SUD recovery or treatment facilities that serve more than six residents, shall have and maintain, at all times all of the following insurance coverages:

1. Commercial general liability insurance that includes coverage for premises liability, products and completed operations, contractual liability, personal injury and advertising liability, abuse, molestation, sexual actions, and assault and battery, with minimum coverage amounts for bodily injury or property damage of not less than one million dollars ($1,000,000) per occurrence.

2. Commercial or business automobile liability insurance covering all owned vehicles, hired or leased vehicles, non-owned vehicles, and borrowed and permissive uses, with minimum coverage amounts for bodily injury or property damage of not less than one million dollars ($1,000,000) per occurrence.

3. Workers' compensation insurance, as required by law. Notwithstanding subdivision (b) of Section 3700 of the Labor Code, a certificate of self-insurance obtained pursuant to that subdivision does not satisfy this requirement.

4. Employer's liability insurance, with minimum coverage amounts for bodily injury or disease of not less than one hundred thousand dollars ($100,000) per occurrence.

5. Professional liability and errors and omissions insurance that includes an endorsement for contractual liability, with minimum coverage amounts of one million dollars ($1,000,000) per occurrence and two million dollars ($2,000,000) aggregate. If applicable, the contract shall include an endorsement for defense and indemnification of any government entity with which the licensee has contracted.

C. Licensed residential SUD recovery or treatment facilities that serve six or fewer residents, shall have and maintain, at all times, general liability insurance coverage.

D. Licensed residential SUD recovery or treatment facilities shall maintain records demonstrating compliance with Health and Safety Code, section 11834.10.

E. Contractor shall supply County adequate proof of insurance and/or a certificate of insurance evidencing coverages and limits prior to commencement of work. Should any of the required insurance policies in this Agreement be cancelled or non-renewed, it is the Contractor's duty to notify County immediately upon receipt of the notice of cancellation or non-renewal.

F. Failure to provide and maintain the insurance required by this Agreement will constitute a material breach of this Agreement. In addition to any other available remedies, County may suspend payment to the Contractor for any services provided during any time that insurance was not in effect and until such time as the Contractor provides adequate evidence that Contractor has obtained the required coverage.

EXHIBIT D. HIPAA BUSINESS ASSOCIATE &
QUALIFIED SERVICE ORGANIZATION AGREEMENT ADDENDUM

RECITALS

A. The purpose of this Business Associate Agreement Addendum ("this Addendum") to comply with the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the HIPAA Omnibus Rule, 45 CFR Parts 160 and 164, the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), regulations promulgated thereunder by the U.S. Department of Health and Human Services (the "HIPAA Regulations") and other applicable privacy and security laws, including the Federal Confidentiality of Substance Abuse Disorder Patient Records laws and regulations, 42 USC §290dd-2 and 42 CFR Part 2.

B. Definitions. All terms and phrases used, but not otherwise defined in this Addendum, shall have the same meaning as those terms are defined in 45 CFR Parts 160 and 164 and 42 CFR Part 2.

(a) Business Associate. "Business Associate" shall mean the party with whom the County of Yolo ("the County") is contracting or Contractor, as referenced above. If applicable, Business Associate may also be a Qualified Service Organization (QSO) as defined by 42 CFR Part 2 §§2.11 and 2.12.

(b) Underlying Agreement. "Underlying Agreement" shall mean the Agreement between the County and the Business Associate, to which this Addendum is attached and incorporated.

(c) Covered Entity. "Covered Entity" shall mean the covered components of the County of Yolo hybrid entity which are subject to the standards for privacy and security of 45 CFR, Parts 160 and 164. If applicable, Covered Entity may also a be a "federally assisted Part 2 program" as defined by 42 CFR Part 2 §§2.11 and 2.12.

(d) Protected Health Information. "Protected Health Information" shall have the same meaning as defined in 45 CFR Parts 160 and 164.

(e) Patient Identifying Information. "Patient identifying information" shall have the same meaning as defined in 42 CFR Part 2 §2.11.

NOW, THEREFORE, in consideration of the foregoing and of the mutual covenants and agreements hereinafter addressed, the parties agree as follows:

1. Permitted Uses and Disclosures by Business Associate.

Pursuant to the Underlying Agreement Contractor will provide the services delineated in Exhibit A, Scope of Services of the Underlying Agreement as specifically requested by the County that may involve the use and disclosure of protected health information (PHI) or Electronic Protected Health Information (EPHI) related to the treatment and care of clients.

Except as otherwise specified herein, Contractor will be given access to the County's Electronic Health Record and Practice Management System (AVATAR). Such access will be granted to specific individuals by named user accounts/logons and user roles, upon completion of the County's AVATAR Practitioner ID enrollment process. Contractor agrees to abide by all County policies and procedures regarding AVATAR. Contractor may only access Avatar and make use of it in order to perform its obligations under the Underlying Agreement between the parties.

As otherwise limited in this Addendum and the Underlying Agreement, Business Associate may use or disclose PHI and EPHI to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in the Underlying Agreement, provided that such use or disclosure would not violate the law if done by Covered Entity and the use or disclosure of PHI and EPHI is limited to the minimum amount necessary for Business Associate to perform its obligations pursuant to the Underling Agreement.

2. Obligations and Activities of Business Associate.

Business Associate shall:

(a) Not use or disclose PHI or EPHI, other than as permitted or required by this Addendum or as required by law.

(b) Use appropriate safeguards and comply with 45 CFR Part 164 with respect to EPHI, to prevent use or disclosure of PHI or EPHI other than as provided for by this Addendum and the Underlying Agreement.

(c) If a pattern of activity or practice of an agent, including a subcontractor, constitutes a material breach or violation of the requirements of this Addendum and/or the Underlying Agreement, cure the breach or end the violation, as applicable, and if such steps are unsuccessful, terminate the subcontract or other agreement.

(d) Report, as soon as reasonably practicable, and within twenty-four (24) hours for security incidents, as defined in 45 CFR §164.304, and within one (1) hour for breaches of unsecured PHI as defined by Section 164.402 of the HIPAA Regulations to:

(i) Alberto Lara, County's Interim Privacy Officer-Risk Manager/Safety Officer at alberto.lara@yolocounty.orgmailto:and

(ii) Lee Gerney, County's Information Security Officer-Chief Technology Officer at lee.gerney@yolocounty.org, and

(iii) Katherine Barrett, HHSA Behavioral Health Compliance Officer at HHSA.BHCompliance@yolocounty.org .

This report will include at least the following information:

(i) the nature of the non-permitted or violating use or disclosure or Security Incident; and

(ii) the PHI and EPHI used or disclosed.

This report does not relieve Business Associate of his/her/their continuing obligations under the underlying Agreement or any State or Federal reporting requirements.

(e) Ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Addendum and the Underlying Agreement to Business Associate with respect to such information.

(f) Provide access, at the request of Covered Entity, and in the time and manner designated by Covered Entity, to PHI and EPHI information in a designated record set, to Covered Entity or,

as directed by Covered Entity, to an individual in order to meet the requirements under 45 CFR §164.524.

(g) Make any amendment(s) to PHI and EPHI in a designated record set that the Covered Entity directs or agrees to make pursuant to 45 CFR §164.526 at the request of Covered Entity or an individual, and in the time and manner designated by Covered Entity.

(h) Make internal practices, books, and records, including policies and procedures and PHI and EPHI, relating to the use and disclosure of PHI and EPHI received from, or created or received by Business Associate on behalf of, Covered Entity available to the Covered Entity, or to the Secretary (i.e., the Secretary of Health and Human Services [HHS], or to any officer or employee of HHS to the authority involved has been delegated), in a time and manner designated by the Covered Entity or the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the law.

(i) Document disclosures of PHI and EPHI and information related to such disclosures as would be required for Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(j) Provide to Covered Entity or an individual, in the time and manner designated by Covered Entity, information collected of disclosures of PHI and EPHI, to permit Covered Entity to respond to a request by an individual for an accounting of disclosures in accordance with 45 CFR §164.528.

(k) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of PHI and EPHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity, as required by law. In addition, Business Associate shall ensure that any agent, including a subcontractor, to whom it provides PHI or EPHI agrees to implement reasonable and appropriate safeguards to protect it.

(1) Ensure that all employees of Business Associate that handle or access PHI or EPHI undergo annual training regarding the safeguarding of PHI and EPHI.

(m) To the extent Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of Title 45, Code of Federal Regulations, Part 164, comply with the requirements of Subpart E that apply to Covered Entity in the performance of such obligations.

(n) Business Associate will ensure than any agent, including a subcontractor, to whom it provides PHI or EPHI agrees in a written contract to implement and use administrative, physical and technical safeguards that reasonably protect the integrity and availability of the electronic protected health information.

Business Associates must enter into the written contract before any use or disclosure of PHI or EPHI by such agent or subcontractor. The written contract must identity Yolo County as a direct and intended third party beneficiary, with the right to enforce any breach of the contract concerning the use or disclosure of electronic protected health information. Business Associate will provide a copy of the written contract to the County upon request. The

Business Associate Agreement or written contract will include notification of a breach of unsecured PHI as referenced in section 2d., above.

(o) Business Associate will comply with any reasonable policies and procedures Covered Entity implements to obtain compliance under HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

(p) To the extent that in performing its services for or on behalf of Covered Entity, Business Associate uses, discloses, maintains, or transmits PHI or EPHI that is patient identifying information protected by 42 USC §290dd-2 and 42 42 CFR Part 2 ("Part 2 Regulations") Business Associate acknowledges and agrees that:

(i) that it is a QSO as defined by 42 CFR Part 2 §§2.11 and 2.12;

(ii) in receiving, storing, processing or otherwise dealing with any such patient records, Business Associate is fully bound by the Part 2 Regulations and Business Associate shall comply in full with those requirements, including the prohibition against redisclosure.;

(iii) Business Associate will resist, in judicial proceedings or otherwise, any efforts to obtain access to patient records, except as permitted by the Part 2 regulations;

(iv) any unauthorized disclosure/redisclosure or use of information under the Part 2 regulations is a federal criminal offense.

3. Obligations of Covered Entity.

Covered Entity shall:

(a) notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR §164.520, to the extent that such limitation(s) may affect Business Associate 's use or disclosure of PHI and EPHI.

(b) notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose PHI and EPHI, to the extent that such changes may affect Business Associate's use or disclosure of PHI and EPHI.

(c) notify Business Associate of any restriction to the use or disclosure of PHI and EPHI that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI and EPHI.

(d) not request Business Associate to use or disclose PHI and EPHI in any manner that would not be permissible under the law if done by Covered Entity. Consultant may use or disclose the CANS PHI for data aggregation or management and administrative activities of Business Associate as necessary to fulfill the terms of the main agreement and in accordance with and as permitted by with HIPAA, the HITECH Act, HIPAA Regulations, and other applicable privacy and security laws.

4. Term and Termination.

The provisions of this Addendum shall supersede the provisions of the Underlying Agreement insofar as they relate to the term and termination of the Underlying Agreement.

(a) Term. The provisions of this Addendum shall be effective as of the Effective Date of the Underlying Agreement and shall terminate when all of the PHI and EPHI provided by Covered

Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity or, if it is infeasible to return or destroy, protections are extended to such information, in accordance with the termination provisions in this Addendum.

(b) Termination for Cause. Upon County of Yolo's knowledge of a material breach by Business Associate of the provisions of this Addendum, County of Yolo may terminate this Addendum and the Underlying Agreement immediately upon written notice.

(c) Effect of Termination.

(i) Except as provided in paragraph (ii) of this provision, upon termination of this Addendum and the Underlying Agreement, for any reason, Business Associate shall return, in a confidential manner, all PHI and EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to PHI and EPHI that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of said PHI and EPHI. Business Associate shall not destroy any PHI or EPHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity without the express written approval of Covered Entity.

(ii) In the event that Business Associate determines that returning the PHI and EPHI is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make its return infeasible. Upon the agreement of Covered Entity that return is infeasible, Business Associate shall extend the protections of this Addendum to such PHI and EPHI and limit further uses and disclosures to those purposes that make the return infeasible, for so long as Business Associate maintains such PHI and EPHI, or until Covered Entity authorizes it destruction.

5. Miscellaneous Terms:

(a) Mutual Representation and Warranty. Each party represents and warrants to the other party that all of its employees, agents, representatives and members of its work force, whose services may be used to fulfill obligations under the Underlying Agreement, are or will be appropriately informed of the terms of this Addendum and are under legal obligation to fully comply with all provisions of this Addendum.

(b) Survival. The respective rights and obligations of Business Associate under the provision of this Addendum shall survive the termination, expiration, or cancellation of the Underlying Agreement, regardless of reason.

(c) No Third-Party Beneficiaries. Nothing express or implied in the Underlying Agreement or this Addendum is intended to confer, nor will anything herein confer, upon any person other than the parties hereto any rights, remedies, obligations, or liabilities whatsoever.

(d) Notices. Any notices required or permitted to be sent pursuant to this Addendum will be in writing and will be sent, Certified Mail, Return Receipt Requested, or by a recognized international courier. Notices will be sent to the addresses set forth above in the Terms and Conditions Exhibit of the Underlying Agreement, or to such other address as a party may designate by notice pursuant hereto. Notices will be effective upon the date when delivery is either effected or refused.

(e) Amendment. The Parties agree to take such action as is necessary to amend this Addendum and the Underlying Agreement from time to time as is necessary for Covered Entity to comply with HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(f) Interpretation. Any ambiguity in this Addendum and the Underlying Agreement shall be resolved to permit Covered Entity to comply with of HIPAA, the HITECH Act, HIPAA Regulations, Part 2 Regulations, and other applicable privacy and security laws.

(g) Binding Effect. This Agreement shall be binding upon the parties hereto, and their respective legal representatives, trustees, receivers, successors and permitted assigns.

(h) Severability. Should any provision of this Agreement be found unenforceable, it shall be deemed severable and the balance of the Agreement shall continue in full force and effect as if the unenforceable provision had never been made a part hereof.

EXHIBIT E. PERFORMANCE MEASURES

ATTACHMENT 1- Perinatal Guidelines

https://www.dhcs.ca.gov/Documents/CSD_KS/CSD%20Perinatal%20Services/Perinatal-Practice-Guidelines.pdf

ATTACHMENT 2

HHSA SABG Standards Policy and Procedure 6-1-002, effective July 1, 2018

https://www.yolocounty.org/home/showpublisheddocument/75403/638036767326500000

ATTACHMENT 3 Yolo/DHCS Contract

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 42.
Board of Supervisors **Child, Youth & Family**

Meeting Date:	06/06/2023
Brief Title:	Sixth Amendment to Agreement 18-256 with CommuniCare Health Centers, Inc
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Tony Kildare, Child, Youth & Family Branch Director, Health and Human Services Agency, x2929
Supervisorial District Impact:	Countywide

Subject
Approve sixth amendment to Agreement No. 18-256 with CommuniCare Health Centers, Inc. to extend the term of the agreement through December 31, 2023, and add funding in the amount of $100,000, for a new contract maximum of $977,440, for the period of September 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of Building and Strengthening Protective Factors services. (No general fund impact) (Sullivan)

Recommended Action
Approve sixth amendment to Agreement No. 18-256 with CommuniCare Health Centers, Inc. to add extend the term of the agreement through December 31, 2023, and add funding in the amount of $100,000, for a new contract maximum of $977,440, for the period of September 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of Building and Strengthening Protective Factors services.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
Yolo County is mandated by statute to provide reunification services, such as parent education classes, for parents whose children have been removed from the home. The County is also mandated to provide preventive services for families whose children are at immediate risk of being removed from the home. These services often include parent education classes or other services that build protective factors.

On or about November 20, 2018, the County entered into an Agreement with CommuniCare Health Centers, Inc. CommuniCare is a local organization providing protective factor services in both Woodland and West Sacramento to both our English and Spanish speaking families. The services provided by CommuniCare have met the unique needs of the Child Welfare Service program meet the court-ordered standards for mandated services prescribed in the California Welfare and Institution Codes. CommuniCare staff have worked closely with Child Welfare Services to link case plan objectives and service component outcomes.

This sixth amendment extends the Agreement through December 31, 2023; adds funding in the amount of $100,000 for Fiscal Year 2023-24, and updates and clarifies language in the Agreement.

HHSA believes it is the best interest of the County to extend this agreement from the previous contract period based on satisfactory service and to avoid the interruption of County business. A formal procurement for these services is planned for early FY2023-24.

The Procurement Manager and HHSA request approval of this amendment to ensure these vital services can continue until a formal Request for Proposal (RFP) can be released for a new contract start date of January 1,

2024.

Performance Measures included in this Agreement are as follows:
The Performance Measures were included in the underlying Agreement and are not being revised at this time (See Att. B. Performance Measures)

HHSA confirms CommuniCare Health Centers, Inc. has performed satisfactorily under this agreement. The service provider continues to accept referrals provided by the agency and meets the needs of children and families served.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On April 23, 2018, Yolo County Health and Human Services Agency (HHSA) issued a Request for Proposals (RFP) from qualified community-based organizations to provide Building and Strengthening Protective Factors services. The RFP was open for 44 days (just over 6 weeks), and staff offered potential bidders an opportunity to ask questions during a Mandatory Bidders' Conference on May 3, 2018. Bidders were offered the opportunity to submit proposals via the electronic BidSync system or by dropping off a paper proposal directly at HHSA.

HHSA received 4 proposal(s) from this solicitation. A Proposal Review Committee was formed that included 3 HHSA employees from 1 HHSA branches. The proposal submitted by CCHC was selected as the top choice by all members of the Review Committee and was evaluated and determined to meet all the required qualifications necessary to successfully provide these services.

Additional information regarding the Competitive Bid Process is provided below, including a summary of the RFP evaluation criteria.

Request for Proposals (RFP) Service Requested:
Building & Strengthening Protective Factors.

Evaluation Criteria Included in RFP

- Qualifications and Experience
  - Qualifications (30 points)
  - Experience (40 points)
- Description of Vendor Operations Experience (10 points)
- Vendor Approach to the Project (50 points)
- Demonstrated Competence/Past Performance (30 points)
- Responsiveness/Responsibility (20 points)
- Quality and Completeness of Submitted Proposal (30 points)
- Financial Stability (15 points)

Bids Received

Bidder	Bid
Bobbie Stewart Consulting	$8,250
CommuniCare Health Centers (CCHC)	$137,965
Lilliput Children's Services	$347,759
Yolo County Children's Alliance	$255,973

HHSA confirms CommunniCare Health Center, Inc. has performed satisfactorily under this agreement. Thus, pursuant to the authority provided to the County Procurement Manager as the County Purchasing Agent under the current Yolo County Procurement Policy, the Procurement Manger has determined that it is in the best interest of the County to extend this Agreement, based on satisfactory service and to avoid the interruption of County business. A formal solicitation for these services is planned to be released early FY 2023-24 for a targeted contract start date of January 1, 2024.

Fiscal Information
Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$100,000
Amount budgeted for expenditure	$100,000
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure

Realignment	$100,000

Further explanation as needed

No general funds are required by this action. These services will be funded by Realignment. The action increases the contract maximum by $100,000 for a total of $977,440 for the period of September 1, 2018 through December 31, 2023. The amount of $100,000 will be included in the HHSA proposed budget for fiscal year 2023-24.

The following is the breakdown of funding for this agreement.

Fiscal Year 2018-19 September 1, 2018 through June 30, 2019	$150,000
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$177,500
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$150,000
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$199,970
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$199,970
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$100,000
Total	$977,440

Attachments

Att. A. Sixth Amendment
Att. B. Performance Measures

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/25/2023 05:48 PM
Financial Services	Matt Robertson	05/26/2023 08:31 AM
County Counsel	Hope Welton	05/26/2023 08:33 AM
Shapree Butler	Shapree Butler	05/26/2023 08:39 AM
Form Started By: Kimberly Mayfield		Started On: 04/24/2023 09:21 AM
Final Approval Date: 05/26/2023		

DocuSign Envelope ID: CA7B735B-079C-4054-8CFB-3AE2F22BAFAA

BOS No. Orig: #18-256, Amd1: #20-192; Amd5 #22-46
Infor PO No. 2980
Infor Ref No. 6565-2019-CC BSPF

SIXTH AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Sixth Amendment to Agreement No. 18-256 ("Sixth Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo ("County") and CommuniCare Health Centers, Inc. ("Contractor"), referred to as the "Parties" herein.

WHEREAS, on or about November 20, 2018, the Parties entered into Agreement No. 18-256 ("Agreement"); and

WHEREAS, on or about March 6, 2019, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about June 26, 2020, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about July 21, 2020, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about July 24, 2020, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about January 12, 2021, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about May 27, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #3; and

WHEREAS, on or about August 24, 2021, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about March 8, 2022, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph I.A.** to extend the term of the agreement through December 31, 2023; and
2. Revise **Paragraph II.B1.** to add funding in the amount of $100,000 for Fiscal year (FY) 2023-24 for a new contract maximum of $977,440; and
3. Revise **Section XVI.** of **Exhibit C** to rename the section and update County's insurance requirements; and
4. Revise **Section XVIII.** of **Exhibit C** to update contacts for notices; and
5. Revise **Exhibit D** to add budget for FY 2023-24.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Section I.A. of the Agreement is hereby amended to read as follows:

A. The term of this Agreement shall be from **September 1, 2018 through December 31, 2023** unless sooner terminated as provided in this Agreement.

/ / /

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2. Section B.1. of the Agreement is hereby amended to read as follows:

B.1. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **December 31, 2023,** shall be no greater than **NINE HUNDRED SEVENTY-SEVEN THOUSAND FOUR HUNDRED FORTY DOLLARS ($977,440)** specified as follows:

Fiscal Year 2018-19 September 1, 2018 through June 30, 2019	**$150,000**
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	**$177,500**
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	**$150,000**
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	**$199,970**
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	**$199,970**
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	**$100,000**
Total	**$977,440**

3. Section XVI. of **Exhibit C** to the Agreement is hereby amended to read as follows:

XVI. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage.

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c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. Additional Insured Status - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

d. Waiver of Subrogation – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

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6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents.

E. Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

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F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

4. Section XVIII. of **Exhibit C** to the Agreement is hereby amended to read as follows:

XVIII. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:	**County:**
CommuniCare Health Centers, Inc. P.O. Box 1260 Davis, CA 95617 Melissa Marshall, Chief Executive Director	Yolo County Health and Human Services Agency 137 N. Cottonwood Street Woodland, CA 95695 Nolan Sullivan, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:	**County:**
shannong@communicarehc.org	Contracts Unit: HHSAContracts@yolocounty.org Contract Administrator:christina.maciel@yolocounty.org

C. Any party may change the designated, representative, address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

5. Exhibit D to the Agreement is hereby amended to read as attached.

6. All attachments to this Sixth Amendment are incorporated herein by this reference.

7. Except as specifically amended by this Sixth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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IN WITNESS WHEREOF the Parties have executed this Sixth Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:
Melissa Marshall
12AD8AAFC0C546D...

Melissa Marshall, MD, Chief Executive Officer
CommuniCare Health Centers, Inc.

Date: 5/24/2023

COUNTY OF YOLO

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...

Nolan Sullivan, Director
Health and Human Services Agency

Attest:

Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By:_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

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EXHIBIT D – CONTRACT BUDGET

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2018-19 September 1, 2018 through June 30, 2019
1	Personnel (Salary, Benefits, and Payroll Taxes)	$106,734
2	Opterating Costs	$23,441
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Items 1 & 2)	$18,175
4	Direct to Clients	$1,650
5	**Total**	**$150,000**

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	Personnel (Salary, Benefits, and Payroll Taxes)	$134,244
2	Operating Costs	$16,431
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Operating (Items 1 & 2)	$25,175
4	Direct to Clients	$1,650
5	**Total**	**$177,500**

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	Personnel (Salary, Benefits, and Payroll Taxes)	$107,819.14
2	Operating Costs	$22,355.86
3	Indirect/Overhead/Administration, not to exceed 15% of Personnel and Opterating (Items 1 & 2)	$18,175.00
4	Direct to Clients	$1,650.00
5	**Total**	**$150,000.00**

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EXHIBIT D – CONTRACT BUDGET

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a.Personnel (Salary, Benefits, and Payroll Taxes)	$159,040
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$23,856
3	Operating Costs	$14,914
4	Direct to Clients	$2,160
5	**Total**	**$199,970**

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a.Personnel (Salary, Benefits, and Payroll Taxes)	$159,040
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$23,856
3	Operating Costs	$14,914
4	Direct to Clients	$2,160
5	**Total**	**$199,970**

CommuniCare Health Centers		
Building and Strengthening Protective Factors		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through December 31, 2023
1	a.Personnel (Salary, Benefits, and Payroll Taxes)	$79,520
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$11,928
3	Operating Costs	$7,457
4	Direct to Clients	$1,095
5	**Total**	**$100,000**

EXHIBIT F – PERFORMANCE MEASURES

Building and Strengthening Protective Factors	CommuiCare Health Centers, Inc.	Sara Gavin
Program Purpose	Building and Strengthening Protective Factors program will improve family functioning and resiliency, develop and increase social and concrete supports, expand parents' knowledge of parenting and child development, and increase parents' skills to improve nurturing and attachment.	
Program Information	Building and Strengthening Protective Factors' Program purpose: • To provide evidence based services available for child welfare services involved parents, legal guardians and caregivers with a focus on enhancing caregivers' protective capacity. • To promote child safety in the home through safety planning, counseling, home visiting, and participation in support and instructional groups. • To develop and expand the array of services available, and to better monitor and track outcomes. • To strengthen services for parents who've had children removed, and to significantly improve the safety, permanency, and wellbeing of children that are placed into care. • And to provide services necessary in the prevention of removal and re-entry.	
PM1: How much did we do?		
1.1	# of referrals received	
1.2	# of individuals who completed intake and successfully enrolled in the program	
1.3	# of unduplicated individuals served	
1.4	# of support groups facilitated	
1.5	# of instructional courses facilitated	
1.6	# of individuals who successfully completed a group	
PM2: How well did we do it?		
2.1	# & % of individuals enrolled and attending class/group within five (5) business days of referral	
2.2	# & % of individuals able to attend a scheduled class/group at service location offered	
2.3	# & % of individuals able to attend a scheduled class/group at time and day offered	
PM3: Is anyone better off?		
3.1	# & % of parents with a positive change in their pre and post Protective Factors Survey score in the Family Functioning/Resiliency area.	
3.2	# & % of parents with a positive change in their pre and post Protective Factors Survey score in the Social and Concrete Support areas.	
3.3	# & % of parents with a positive change in their pre and post Protective Factors Survey score in the Nurturing and Attachment area.	
3.4	# & % of parents with a positive change in their pre and post Protective Factors Survey score in the Knowledge of Parenting and Child Development area.	

Submit the Performance Outcome Measures Quarterly via email to HHSAQualityManagement@yolocounty.org.

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 43.
Board of Supervisors **Child, Youth & Family**

Meeting Date:	06/06/2023
Brief Title:	Sixth Amendment with Bobbie Stewart Consulting
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Tony Kildare, Child, Youth & Family Branch Director, Health and Human Services Agency, x2929
Supervisorial District Impact:	Countywide

Subject
Approve sixth amendment to Agreement No. PO 2312 with Bobbie Stewart Consulting to extend the term of the agreement through December 31, 2023 and add funding in the amount of $32,375, for a new contract maximum of $429,825, for the period of July 1, 2017 through December 31, 2023, and to update and clarify language in the agreement, for the provision of anger management and domestic violence counseling services. (No general fund impact) (Sullivan)

Recommended Action
Approve sixth amendment to Agreement No. PO 2312 with Bobbie Stewart Consulting to extend the term of the agreement through December 31, 2023 and add funding in the amount of $32,375, for a new contract maximum of $429,825, for the period of July 1, 2017 through December 31, 2023, and to update and clarify language in the agreement, for the provision of anger management and domestic violence counseling services.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
Bobbie Stewart Consulting (BSC) offers a range of services in Yolo County, including anger management classes, 52-week batterer's intervention program, and supervised visitation monitoring. BSC core principles of practice are safety, accountability, and collaboration. The safety of victims, their children, their families, and the community as a whole are paramount and of critical importance. The rehabilitation and confidentiality of clients are secondary to the safety of victims and their children. BSC's philosophy is to advance the premise that domestic violence is learned behavior, a product of thinking errors, and is, therefore, changeable. BSC strives to promote increased safety for victims, as well as the children who witness domestic violence.

On or about June 27, 2017, the County entered into an Agreement with BSC to provide anger management and domestic violence counseling services. The initial term of the Agreement was for 3 years, July 1, 2017 through June 30, 2020 for a total of $94,650. The Agreement also included 2 optional extensions for Fiscal Year 2020-21 and 2021-22.

On or about July 11, 2019, the Parties amended the agreement via the first amendment to add funding in the amount of $30,000 for Fiscal Year 2019-20 for a new contract maximum of $124,650; and to update and clarify language in the Agreement.
On or about June 11, 2020, the Parties further amended the agreement via the second amendment to extend the term of the Agreement through June 30, 2021 and add funding in the amount of $61,550 for Fiscal Year 2020-21 for a new contract maximum of $186,200; and to update and clarify language in the Agreement.

On or about June 25, 2020, the Parties further amended the agreement via the third amendment to add funding in

the amount of $30,000 for Fiscal Year 2019-20 for a new contract maximum of $216,200.

On or about May 24, 2021, the County exercised its option to extend the term of the agreement through June 30, 2022 and add funding in the amount of $61,550 for Fiscal Year 2021-22 for a new contract maximum of $277,750.

On or about July 14, 2021, the Parties further amended the agreement via the fourth amendment to add funding in the amount of $24,000 for Fiscal Year 2020-21 for a new contract maximum of $301,750.

On or about June 16, 2022, the Parties further amended the agreement via the fifth amendment to extend the term of the Agreement through June 30, 2023; add funding in the amount of $34,250 for Fiscal Year 2021-22 and add funding in the amount of $61,550 for Fiscal Year 2022-23 for a new contract maximum of $397,000.

This sixth amendment extends the term of the Agreement through December 31, 2023; adds funding in the amount of $32,275 for Fiscal Year 2023-24 for a new contract maximum of $429,825, and updates and clarifies language in the Agreement.

HHSA believes it is the best interest of the County to extend this agreement from the previous contract period based on satisfactory service and to avoid the interruption of County business. A formal procurement for these services is planned for early FY2023-24.

The Procurement Manager and HHSA request approval of this amendment to ensure these vital services can continue until a formal Request for Proposal (RFP) can be released for a new contract start date of January 1, 2024.

Performance Measures included in this Agreement are as follows:
The Performance Measures were included in the underlying Agreement and are not being revised at this time (See Att. B. Performance Measures)

HHSA confirms Bobbie Stewart Consulting has performed satisfactorily under this agreement. The service provider accepts all appropriate referrals and provides services to meet the needs of CWS parents.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On March 22, 2017, Yolo County Health and Human Services Agency (HHSA) issued a Request for Proposals (RFP) from qualified community-based organizations to provide anger management and domestic violence counseling services. The solicitation was open for 30 days, (just over 4 weeks). On April 5, 2017, HHSA offered potential bidders an opportunity to ask questions during a bidder's conference.

The County received 2 proposal(s) from this solicitation. HHSA reviewed the proposal for minimum requirements and 2proposals were moved forward to the Review Committee, comprised of 3 HHSA staff and 2 other County staff.

The Review Committee evaluated the proposals and determined that the proposal submitted by Bobbie Stewart Consulting met all the required qualifications necessary to successfully provide these services. On April 28, 2017, the County issued an Intent to Award letter.

Additional information regarding the Competitive Bid Process is provided below, including a summary of the solicitation evaluation criteria.

Evaluation Criteria Included in RFP

- Company overview (20 points)
- Experience and past performance (25 points)
- Responsiveness/Responsibility (20 points)
- Approach to Project (25 points)
- Pricing Requirements (20 points)
- Quality Assurance and Oversight (20 points)
- Outputs and Outcome Measures (25 points)
- Previous Customer Reference Form (20 points)
- Performance Measures (25 points)

Bids Received

Bidder	Bid
Bobbie Stewart Consulting	$31,550
Empower Yolo	$58,083

HHSA confirms Bobbie Stewart Consulting has performed satisfactorily under this agreement. Thus, pursuant to the authority provided to the County Procurement Manager as the County Purchasing Agent under the current Yolo County Procurement Policy, the Procurement Manger has determined that it is in the best interest of the County to extend this Agreement, based on satisfactory service and to avoid the interruption of County business. A formal solicitation for these services is planned to be released in early FY 2023-24 for a targeted contract start date of January 1, 2024.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$32,275
Amount budgeted for expenditure	$32,275
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure

Realignment	$32,275

Further explanation as needed

No general funds are required by this action. These services will be funded by Realignment. The action increases the contract maximum by $32,275 for a total of $429,825 for the period of July 1, 2017 through December 31, 2023. The amount of $32,275 is included in the HHSA recommended budget for fiscal year 2023-24.

The following is the breakdown of funding for this agreement.

Fiscal Year 2017-18 July 1, 2017 through June 30, 2018	$31,550
Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	$31,550
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$91,550
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$85,550
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$95,800
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$61,550
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$32,275
Total	$429,825

Attachments

Att. A. Sixth Amendment

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/30/2023 01:17 PM
Financial Services	Matt Robertson	05/30/2023 01:53 PM
County Counsel	Hope Welton	05/30/2023 02:07 PM
Shapree Butler	Shapree Butler	05/30/2023 02:36 PM
Form Started By: Kimberly Mayfield		Started On: 05/08/2023 09:32 AM
Final Approval Date: 05/30/2023		

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SIXTH AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Sixth Amendment to Agreement No. PO No. 2312 ("Sixth Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo ("County") and Bobbie Stewart Consulting ("Contractor"), jointly referred to as the "Parties" herein.

WHEREAS, on or about June 27, 2017, the Parties entered Agreement PO No. 2312 ("Agreement"); and

WHEREAS, on or about July 11, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 11, 2020, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about June 25, 2020, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about May 24, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about July 14, 2021, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, on or about June 16, 2022, the Parties further amended the Agreement via the Fifth Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Section 2.** to extend the term of the Agreement through December 31, 2023; and
2. Revise **Paragraph 4.B.** to:
    a. correct a mathematical error in the payment table from Amendment 5; and
    b. add funding in the amount of $32,275 for Fiscal Year (FY) 2023-24, for a new contract maximum amount of $429,825; and
3. Revise **Paragraphs 17.A.** and **17.B.** to update contacts for notices; and
4. Revise **Exhibit A** to update County's insurance requirements.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Section 2. of the Agreement is hereby amended to read as follows:

2. The term of this Agreement shall be from **July 1, 2017 through December 31, 2023**, unless sooner terminated as provided for in this Agreement.

Either party may terminate this Agreement, in whole or in part, in its sole discretion, for any reason or for no reason at all, upon at least 30 days' advance written notice to the other party

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2. **Paragraph 4.B.** of the Agreement is hereby amended to read as follows:

4.B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **December 31, 2023** shall be no greater than **FOUR HUNDRED TWENTY-NINE THOUSAND EIGHT HUNDRED TWENTY-FIVE DOLLARS ($429,825)** specified as follows:

Fiscal Year 2017-18 July 1, 2017 through June 30, 2018	$31,550
Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	$31,550
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$91,550
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$85,550
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$95,800
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$61,550
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$32,275
Total	**$429,825**

3. **Paragraphs 17.A.** and **17.B.** of the Agreement are hereby amended to read as follows:

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:	**County:**
Bobbie Stewart Consulting 108 N. East Street Woodland, CA 95776 Bobbie Stewart, Owner	Yolo County Health and Human Services Agency 137 N. Cottonwood Street Woodland, CA 95695 Nolan Sullivan, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:	**County:**
bobbiestewartconsulting@yahoo.com	Contracts Unit: HHSAContracts@yolocounty.org Contract Administrator:christina.maciel@yolocounty.org

4. **Exhibit A.** to the Agreement is hereby amended to read as attached.

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5. All attachments to this Sixth Amendment are incorporated herein by this reference.

6. Except as specifically amended by this Sixth Amendment, and prior amendments, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF the Parties have executed this Sixth Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:
Bobbie Stewart
D339793E98CF453...
Bobbie Stewart, Owner
Bobbie Stewart Consulting

Date: 5/25/2023

COUNTY OF YOLO

_____
Oscar E. Villegas, Chair
Board of Supervisors

Date:_____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By:_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

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EXHIBIT A – SERVICE CONTRACT INSURANCE REQUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

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c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

d. Waiver of Subrogation – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

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C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents.

E. Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 44.
Board of Supervisors **Child, Youth & Family**

Meeting Date:	06/06/2023
Brief Title:	Third Amendment with Bobbie Stewart Consulting
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Tony Kildare, Child, Youth & Family Branch Director, Health and Human Services Agency, x2929
Supervisorial District Impact:	Countywide

Subject
Approve third amendment to Agreement No. PO 2996 with Bobbie Stewart Consulting to extend the term of the agreement through December 31, 2023; add funding in the amount of $19,125, for a new contract maximum of $180,375, for the period of September 1, 2018 through December 31, 2023; and update and clarify language for the provision of building & strengthening protective factors. (No general fund impact) (Sullivan)

Recommended Action
Approve third amendment to Agreement No. PO 2996 with Bobbie Stewart Consulting to extend the term of the agreement through December 31, 2023; add funding in the amount of $19,125, for a new contract maximum of $180,375, for the period of September 1, 2018 through December 31, 2023, and update and clarify language, for the provision of building & strengthening protective factors.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
Yolo County is mandated by statute to provide reunification services, such as parent education classes emphasizing behavior modification, for parents whose children have been removed from the home. The County is also mandated to provide preventive services to families whose children are at immediate risk of being removed from the home. Bobbie Stewart Consulting (BSC) has been providing services to parents, legal guardians and caretakers referred by Child Welfare Services that build and strengthen protective factors ensuring child safety, permanency, and well-being. Evidenced based and informed services shall improve parents, legal guardians and caretaker's protective capacities and skills allowing them to recognize safety concerns that created danger in the home, identify behavioral changes needed to increase safety and wellbeing, and demonstrate an increased awareness of protective factors in order to establish a safe, nurturing, and supportive environment for their children, as well as improved family relationships.

On or about November 16, 2018, the County entered into an Agreement with BSC to provide building & strengthening protective factors services. The initial term of the Agreement was for 1 year, September 1, 2018 through June 30, 2019 for a total of $8,250. The Agreement also included 4 optional extensions for Fiscal Year 2019-20; 2020-21; 2021-22 and 2022-23.

On or about April 12, 2019, the County exercised its option to extend the term of the agreement through June 30, 2020 and added funding in the amount of $8,250 for Fiscal Year 2019-20 for a new contract maximum of $16,500.

On or about June 17, 2019, the Parties amended the agreement via the first amendment to update and clarify language in the Agreement.

On or about June 11, 2020, the Parties further amended the agreement via the second amendment to extend the term of the Agreement through June 30, 2021; add funding in the amount of $30,000 for Fiscal Year 2019-20 and add funding in the amount of $38,250 for Fiscal Year 2020-21 for a new contract maximum of $84,750 and update and clarify language in the Agreement.

On or about June 8, 2021, the County exercised its option to extend the term of the agreement through June 30, 2022 and add funding in the amount of $38,250 for Fiscal Year 2021-22 for a new contract maximum of $123,000.

On or about April 22, 2022, the County exercised its option to extend the term of the agreement through June 30, 2023 and add funding in the amount of $38,250 for Fiscal Year 2022-23 for a new contract maximum of $161,250.

This third amendment extends the term of the Agreement through December 31, 2023; adds funding in the amount of $19,125 for Fiscal Year 2023-24 for a new contract maximum of $180,375, and updates and clarifies language in the Agreement.

HHSA believes it is in the best interest of the County to extend this agreement from the previous contract period based on satisfactory service and to avoid the interruption of County business. A formal procurement for these services is planned for early FY2023-24.

The Procurement Manager and HHSA request approval of this amendment to ensure these vital services can continue until a formal Request for Proposal (RFP) can be released for a new contract start date of January 1, 2024.

Performance Measures included in this Agreement are as follows:
The Performance Measures were included in the underlying Agreement and are not being revised at this time (See Att. B. Performance Measures)

HHSA confirms Bobbie Stewart Consulting has performed satisfactorily under this agreement. The service provider accepts all appropriate referrals and provides services to meet the needs of CWS parents.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On April 23, 2018, Yolo County Health and Human Services Agency (HHSA) issued a Request for Proposals (RFP) from qualified community-based organizations to provide Building and Strengthening Protective Factors services. The solicitation was open for 44 days, (just over 6 weeks). On May 3, 2018, HHSA offered potential bidders an opportunity to ask questions during a bidder's conference.

The County received 4 proposal(s) from this solicitation. HHSA reviewed the proposal for minimum requirements and 4 proposals were moved forward to the Review Committee, comprised of 3 HHSA staff and 1 community stakeholder staff.

The Review Committee evaluated the proposals and determined that the proposal submitted by Bobbie Stewart Consulting met all the required qualifications necessary to successfully provide these services. On June 13, 2018, the County issued an Intent to Award letter.

Additional information regarding the Competitive Bid Process is provided below, including a summary of the solicitation evaluation criteria.

Evaluation Criteria Included in RFP

- Qualifications and Experience
  - Qualifications (30 points)
  - Experience (40 points)
- Description of Vendor Operations Experience (10 points)
- Vendor Approach to the Project (50 points)
- Demonstrated Competence/Past Performance (30 points)
- Responsiveness/Responsibility (20 points)

· Quality and Completeness of Submitted Proposal (30 points)
· Financial Stability (15 points)

Bids Received

Bidder	Bid
Bobbie Stewart Consulting	$8,250
CommuniCare Health Centers	$137,965
Lilliput Children's Services	$347,759
Yolo County Children's Alliance	$255,973

HHSA confirms Bobbie Stewart Consulting has performed satisfactorily under this agreement. Thus, pursuant to the authority provided to the County Procurement Manager as the County Purchasing Agent under the current Yolo County Procurement Policy, the Procurement Manger has determined that it is in the best interest of the County to extend this Agreement, based on satisfactory service and to avoid the interruption of County business. A formal solicitation for these services is planned to be released in early FY 2023-24 for a targeted contract start date of January 1, 2024.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$19,125
Amount budgeted for expenditure	$19,125
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
Realignment	$19,125

Further explanation as needed

No general funds are required by this action. These services will be funded by Realignment. The action increases the contract maximum by $19,125 for a total of $180,375 for the period of September 1, 2018 through December 31, 2023. The amount of $19,125 is included in the HHSA recommended budget for fiscal year 2023-24.

The following is the breakdown of funding for this agreement.

Fiscal Year 2018-19 September 1, 2018 through June 30, 2019	$8,250
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$38,250
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$38,250
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$38,250
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$38,250
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$19,125
Total	$180,375

Attachments

Att. A. Third Amendment

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/30/2023 01:17 PM
Financial Services	Matt Robertson	05/30/2023 01:33 PM
County Counsel	Hope Welton	05/30/2023 02:07 PM
Shapree Butler	Shapree Butler	05/30/2023 02:36 PM
Form Started By: Kimberly Mayfield		Started On: 05/08/2023 09:34 AM
Final Approval Date: 05/30/2023		

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Infor PO No. 2996
Infor Ref No. 6565-2019-BSC BSPF

THIRD AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Third Amendment to Agreement No. 2996 ("Third Amendment") is made and entered into as of the last date signed below herein by and between the County of Yolo ("County") and Bobbie Stewart Consulting ("Contractor"), referred to as "the Parties" herein.

WHEREAS, on or about November 16, 2018, the Parties entered into Agreement No. 2996 ("Agreement"); and

WHEREAS, on or about April 17, 2019, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about June 17, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 11, 2020, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about June 8, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about April 22, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #3; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph I.A.** to extend the term of the Agreement through December 31, 2023; and
2. Revise **Paragraph II.B.1.** to increase funding in the amount of $19,125 for Fiscal Year (FY) 2023-24 for a new contract maximum of $180,375; and
3. Revise **Section XV.** of **Exhibit C** to rename section and update County's insurance requirements; and
4. Revise **Paragraphs XVII.A. and XVII.B.** of **Exhibit C** to update county contacts for notices.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Paragraph I.A. of the Agreement is hereby amended to read as follows:

A. The term of this Agreement shall be from **September 1, 2018 through December 31, 2023** unless sooner terminated as provided for in this Agreement.

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2. Paragraph II.B.1. of the Agreement is hereby amended to read as follows:

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **December 31, 2023,** shall be no greater than **ONE HUDNRED EIGHTY THOUSAND THREE HUNDRED SEVENTY-FIVE DOLLARS ($180,375)** specified as follows:

Fiscal Year 2018-19 September 1, 2018 through June 30, 2019	$8,250
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$38,250
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$38,250
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$38,250
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$38,250
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$19,125
Total	**$180,375**

3. Section XV. of **Exhibit C** to the Agreement is hereby amended to read as follows:

XV. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

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b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. Additional Insured Status - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

d. Waiver of Subrogation – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years

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thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents.

E. Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in

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the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

4. Paragraphs XVII.A. and XVII.B. of **Exhibit C** to the Agreement are hereby amended to read as follows:

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:	**County:**
Bobbie Stewart Consulting	Yolo County Health and Human Services Agency
108 N. East Street	137 N. Cottonwood Street
Woodland, CA 95776	Woodland, CA 95695
Bobbie Stewart, Owner	Nolan Sullivan, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:	**County:**
bobbiestewartconsulting@yahoo.com	Contracts Unit: HHSAContracts@yolocounty.org
	Contract Administrator:christina.maciel@yolocounty.org

5. Except as specifically amended by this Third Amendment, and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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IN WITNESS WHEREOF the Parties have executed this Third Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:
Bobbie Stewart
D339793E98CF453...

Bobbie Stewart, Owner
Bobbie Stewart Consulting

Date: 5/25/2023

COUNTY OF YOLO

_____

Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...

Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By:_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services **45.**
Board of Supervisors **Child, Youth & Family**

Meeting Date:	06/06/2023
Brief Title:	Third Amendment to Agreement 19-30 with Wayfinder Family Services
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Tony Kildare, Child, Youth & Family Branch Director, Health and Human Services Agency, x2929
Supervisorial District Impact:	Countywide

Subject
Approve third amendment to Agreement No. 19-30 with Wayfinder Family Services to extend the term of the agreement through December 31, 2023, and add funding in the amount of $45,835, for a new contract maximum of $452,945, for the period of January 1, 2019 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of building and strengthening protective factors services. (No general fund impact) (Sullivan)

Recommended Action
Approve third amendment to Agreement No. 19-30 with Wayfinder Family Services to extend the term of the agreement through December 31, 2023, and add funding in the amount of $45,835, for a new contract maximum of $452,945, for the period of January 1, 2019 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of building and strengthening protective factors services.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
Building and Strengthening Protective Factors services are for relative (kin) and non-relative extended family members (NREFM) to ensure child safety, permanency, and well-being. Building and Strengthening Protective Factors will improve family functioning and resiliency, develop and increase social and concrete supports, expand knowledge of parenting and child development, and increase skills to improve nurturing and attachment. Provide permanency-focused in-home supports to the youth and family during the foster care placement to promote placement stability and timely exit to reunification, guardianship or adoption. Lilliput will provide services within a Protective Factors framework which is trauma-informed, and strengthening families approach to kin navigation and support services.

On or about February 26, 2019, the County entered into an Agreement with Lilliput children's Services dba Lilliput Families to provide Building and Strengthening Protective Factors. The initial Agreement was for 6 months from January 1, 2019 through June 30, 2019 in the amount of $40,430. The Agreement also included 4 optional extensions for fiscal Years 2019-20, 2020-21, 2021-22 and 2022-23.

On or about April 12, 2019, the County exercised its option to extend the Agreement through June 30, 2020 and added $40,430 for a new contract maximum of $80,860.

On or about May 21, 2019, the Parties amended the Agreement via the First Amendment to add funding in the amount of $51,240 for Fiscal Year 2019-20 for a new contract maximum of $132,100; update lifetime maximum and clarify language in the Agreement.

On or about June 9, 2020, the County exercised its option to extend the Agreement through June 30, 2021 and added $91,670 for a new contract maximum of $223,770.
On or about July 13, 2020, the County, Lilliput Children's Services and Contractor (Wayfinder Family Services) entered in a consent to assignment agreement upon which all the rights and responsibilities of Lilliput Families under the Agreement were assigned to Contractor.
On or about June 9, 2021, the Parties amended the Agreement via the Second Amendment to revise Exhibit F -- Performance Measures.

On or about June 8, 2021, the County exercised its option to extend the Agreement through June 30, 2022 and added $91,670 for a new contract maximum of $315,440.

On or about April 25, 2022, the County exercised its option to extend the Agreement through June 30, 2023 and added $91,670 for a new contract maximum of $407,110.

This third amendment extends the Agreement through December 31, 2023; adds funding in the amount of $45,835 for Fiscal Year 2023-24, and updates and clarifies language in the Agreement.

HHSA believes it is in the best interest of the County to extend this agreement from the previous contract period based on satisfactory service and to avoid the interruption of County business. A formal procurement for these services is planned for early FY2023-24.

The Procurement Manager and HHSA request approval of this amendment to ensure these vital services can continue until a formal Request for Proposal (RFP) can be released for a new contract start date of January 1, 2024.

Performance Measures included in this Agreement are as follows:
The Performance Measures were updated in Amendment 2 and are not being revised at this time (See Att. B. Performance Measures)

HHSA confirms Wayfinder Family Services has performed satisfactorily under this agreement. Wayfinder Family Services continues to accept referrals from HHSA and providing services to caregivers as needed and requested.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On April 23, 2018, Yolo County Health and Human Services Agency (HHSA) issued a Request for Proposals (RFP) from qualified community-based organizations to provide Building and Strengthening Protective Factors services. The RFP was open for 44 days (just over 6 weeks), and staff offered potential bidders an opportunity to ask questions during a Mandatory Bidders' Conference on May 3, 2018. Bidders were offered the opportunity to submit proposals via the electronic BidSync system or by dropping off a paper proposal directly at HHSA.

HHSA received 4 proposal(s) from this solicitation. A Proposal Review Committee was formed that included 3 HHSA employees from 1 HHSA branches. The proposal submitted by Wayfinder Family Services was selected as the top choice by all members of the Review Committee and was evaluated and determined to meet all the required qualifications necessary to successfully provide these services.

Additional information regarding the Competitive Bid Process is provided below, including a summary of the RFP evaluation criteria.

Request for Proposals (RFP) Service Requested:
Building & Strengthening Protective Factors.

Evaluation Criteria Included in RFP

- Qualifications and Experience (70 points)
- Description of Vendor Operations Experience (10 points)
- Vendor Approach to the Project (50 points)
- Demonstrated Competence/Past Performance (30 points)
- Responsiveness/Responsibility (20 points)
- Quality and Completeness of Submitted Proposal (30 points)
- Financial Stability (15 points)

Bids Received

Bidder	Bid
Bobbie Stewart Consulting	$8,250
CommuniCare Health Centers (CCHC)	$137,965
Lilliput Children's Services	$347,759
Yolo County Children's Alliance	$255,973

HHSA confirms Wayfinder Family Services has performed satisfactorily under this agreement. Thus, pursuant to the authority provided to the County Procurement Manager as the County Purchasing Agent under the current Yolo County Procurement Policy, the Procurement Manger has determined that it is in the best interest of the County to extend this Agreement, based on satisfactory service and to avoid the interruption of County business. A formal solicitation for these services is planned to be released early FY 2023-24 for a targeted contract start date of January 1, 2024.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$45,835
Amount budgeted for expenditure	$45,835
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
Realignment	$45,835

Further explanation as needed

No general funds are required by this action. These services will be funded by Realignment. The action increases the contract maximum by $45,835 for a total of $452,945 for the period of January 1, 2019 through December 31, 2023. The amount of $45,835 is included in the HHSA recommended budget for fiscal year 2023-24.

The following is the breakdown of funding for this agreement.

Fiscal Year 2018-19 January 1, 2019 through June 30, 2019	$40,430
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$91,670
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$91,670
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$91,670
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$91,670
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$45,835
Total	$452,945

Attachments

Att. A. Third Amendment

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/30/2023 01:17 PM
Financial Services	Matt Robertson	05/30/2023 01:36 PM
County Counsel	Hope Welton	05/30/2023 02:07 PM
Shapree Butler	Shapree Butler	05/30/2023 02:36 PM
Form Started By: Kimberly Mayfield		Started On: 05/08/2023 09:35 AM
Final Approval Date: 05/30/2023		

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THIRD AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Third Amendment to Agreement No. 19-30 ("Third Amendment") is made and entered into as of the last date signed below herein by and between the County of Yolo ("County") and Wayfinder Family Services, jointly referred to as "the Parties" herein.

WHEREAS, on or about February 26, 2019, the County and Lilliput Children's Services, dba Lilliput Families, entered into Agreement No. 19-30 (Agreement); and

WHEREAS, on or about April 17, 2019, the County exercised its option to extend the Agreement under the same terms and conditions via the Option Letter #1; and

WHEREAS, on or about May 21, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about June 9, 2020, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about July 13, 2020, the County, Lilliput Families and Contractor entered in an assignment agreement upon which all of the rights and responsibilities of Lilliput Families under the Agreement were assigned to Contractor; and

WHEREAS, on or about June 8, 2021, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #3; and

WHEREAS, on or about June 9, 2021, the Parties further amended the Agreement via the Second Amendment; and; and

WHEREAS, on or about April 25, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #4; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended, to:

1. Revise **Paragraph I.A.** to extend the term of the Agreement through December 31, 2023; and
2. Revise **Paragraph II.B1.** to add funding in the amount of $45,835 for Fiscal Year (FY) 2023-24 for a new contract maximum of $452,945; and
3. Revise **Section XVI.** of **Exhibit C** to rename the section and update County's insurance requirements; and
4. Revise **Paragraphs XVIII.A.** and **XVIII.B.** of **Exhibit C** to update contact for notices; and
5. Revise **Exhibit D** to add budget for FY 2023-24.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. **Paragraph I.A.** of the Agreement is hereby amended to read as follows:

   A. The term of this Agreement shall be from **January 1, 2019 through December 31, 2023** unless sooner terminated as provided in this Agreement.

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2. **Paragraph II.B1.** of the Agreement is hereby amended to read as follows:

   B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **December 31, 2023,** shall be no greater than **FOUR HUNDRED FIFTY-TWO THOUSAND NINE HUNDRED FORTY-FIVE DOLLARS ($452,945)** specified as follows:

Fiscal Year 2018-19 January 1, 2019 through June 30, 2019	$40,430
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$91,670
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$91,670
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$91,670
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$91,670
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$45,835
Total	**$452,945**

3. **Section XVI.** of **Exhibit C** to the Agreement is hereby amended to read as follows:

   XVI. INSURANCE

   A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

      1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

         a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

         b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

         c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

         d. Professional Liability (Errors and Omissions) (If applicable, see below)

      2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

         a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

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b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. Additional Insured Status - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

d. Waiver of Subrogation – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years

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thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents.

E. Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in

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the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

4. Paragraphs XVIII.A. and **XVIII.B.** of **Exhibit C** to the Agreement is hereby amended to read as follows:

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:	**County:**
Wayfinder Family Services 5300 Angeles Vista Blvd. Los Angeles, CA 90043 Noemi Vasquez, Associate VP	Yolo County Health and Human Services Agency 137 N. Cottonwood Street Woodland, CA 95695 Nolan Sullivan, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:	**County:**
nvasquez@wayfinderfamily.org	Contracts Unit: HHSAContracts@yolocounty.org Contract Administrator: meghan.morris@yolocounty.org

5. Exhibit D to the Agreement is hereby amended to read as attached.

6. All attachments to this Third Amendment are incorporated herein by this reference.

7. Except as specifically amended by this Third Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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IN WITNESS WHEREOF the Parties have executed this Third Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:
Carol Ramirez
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Carol Ramirez, VP CPO
Wayfinder Family Services

Date: 5/25/2023

COUNTY OF YOLO

_____
Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB48E...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By:_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

DocuSign Envelope ID: 91A77185-ED78-4342-89ED-D141580820C8

EXHIBIT D – CONTRACT BUDGET

Wayfinder Family Services		
Building and Strengthening Protector Factors		
	Cost Items	Fiscal Year 2018-19 January 1, 2019 through June 30, 2019
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	$34,365
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$6,065
2	Operating	$0
3	Direct to Clients	$0
4	**Total**	**$40,430**

Wayfinder Family Services		
Building and Strengthening Protector Factors		
	Cost Items	Fiscal Year 2019-20 July 1st through June 30th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	$71,436
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$8,334
2	Operating	$11,900
3	Direct to Clients	$0
4	**Total**	**$91,670**

Wayfinder Family Services		
Building and Strengthening Protector Factors		
	Cost Items	Fiscal Year 2020-21 July 1st through June 30th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	$71,436
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$8,334
2	Operating	$11,900
3	Direct to Clients	$0
4	**Total**	**$91,670**

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EXHIBIT D – CONTRACT BUDGET

Wayfinder Family Services		
Building and Strengthening Protector Factors		
	Cost Items	Fiscal Year 2021-22 July 1st through June 30th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	$71,436
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$8,334
2	Operating	$11,900
3	Direct to Clients	$0
4	**Total**	**$91,670**

Wayfinder Family Services		
Building and Strengthening Protector Factors		
	Cost Items	Fiscal Year 2022-23 July 1st through June 30th
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	$71,436
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$8,334
2	Operating	$11,900
3	Direct to Clients	$0
4	**Total**	**$91,670**

Wayfinder Family Services		
Building and Strengthening Protector Factors		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through December 31, 2023
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	$35,718
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$4,167
2	Operating	$5,980
3	Direct to Clients	$0
4	**Total**	**$45,835**

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 46.
Board of Supervisors **Child, Youth & Family**

Meeting Date:	06/06/2023
Brief Title:	Third Amendment to Agreement No. 18-137 with Wayfinder Family Services
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Tony Kildare, Child, Youth & Family Branch Director, Health and Human Services Agency, x2929
Supervisorial District Impact:	Countywide

Subject
Approve third amendment to Agreement No. 18-137 with Wayfinder Family Services to extend the term of the agreement through December 31, 2023 and add funding in the amount of $500,000 for 2023-24, for a new contract maximum of $4,667,812, for the period of July 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of supervised visitation services. (No general fund impact) (Sullivan)

Recommended Action
Approve third amendment to Agreement No. 18-137 with Wayfinder Family Services to extend the term of the agreement through December 31, 2023 and add funding in the amount of $500,000 for 2023-24, for a new contract maximum of $4,667,812, for the period of July 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of supervised visitation services.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
The primary purpose of supervised visitation and coaching for families involved with Child Welfare Services (CWS) is to provide child safety and enhance the parent-child relationship and other family attachments, and to reduce the sense of loss and/or abandonment that children experience when placed in foster care. Parent-child visitation varies by degree of supervision, location and frequency in accordance with the strengths and needs of the parent and the best interests of the child.

Supervised visitation and coaching services have provided and maintained a safe, trauma-informed, culturally appropriate, confidential setting in which the contact between a child/youth and an adult or legal guardian can be facilitated and monitored by personnel able to protect the safety of the children and provide support to enhance parent-child relationships and parent skill development.

On or about June 26, 2018, the County entered into an Agreement with Lilliput Children's Services dba Lilliput Families to provide Supervised Visitation and Coaching services. The initial Agreement was for 1 year from July 1, 2018 through June 30, 2019 in the amount of $412,236. The Agreement also included 4 optional extensions for Fiscal Years 2019-20, 2020-21, 2021-22 and 2022-23.

On or about May 21, 2019 the Parties amended the Agreement via the First Amendment to extend the term of the Agreement through June 30, 2021; increase funding in the amount of $143,628 for FY 2018-19 and added funding in the amount of $902,987 for FY 2019-20 and $902,987 for FY 2020-21 for a new contract maximum of $2,361,838 and updated and clarified language in the Agreement.

On or about July 13, 2020, the County, Lilliput Children's Services and Contractor (Wayfinder Family Services)

entered in a consent to assignment agreement upon which all the rights and responsibilities of Lilliput Families under the Agreement were assigned to Contractor.

On or about June 8, 2021, the County exercised its option to extend the Agreement through June 30, 2022 and added $902,987 for a new contract maximum of $3,264,825.

On or about April 25, 2022, the County exercised its option to extend the Agreement through June 30, 2023 and added $902,987 for a new contract maximum of $4,167,812.

On or about July 19, 2022, the Parties further amended the Agreement via the Second Amendment to update and clarify in the Agreement.

This third amendment extends the term of the Agreement through December 31, 2023; adds funding in the amount of $500,000 for Fiscal Year 2023-24 for a new contract maximum of $4,667,812, and updates and clarifies language in the Agreement.

HHSA believes it is the best interest of the County to extend this agreement from the previous contract period based on satisfactory service and to avoid the interruption of County business. A formal procurement for these services is planned for early FY2023-24.

The Procurement Manager and HHSA request approval of this amendment to ensure these vital services can continue until a formal Request for Proposal (RFP) can be released for a new contract start date of January 1, 2024.

Performance Measures included in this Agreement are as follows:
The Performance Measures were included in the underlying Agreement and are not being revised at this time (See Att. B. Performance Measures)

HHSA confirms Wayfinder Family Services has performed satisfactorily under this agreement. Wayfinder Family Services continues to accept CWS referrals and meeting the visitation needs for CWS children and families.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.

Competitive Bid Process/Vendor Performance
On March 13, 2018, Yolo County Health and Human Services Agency (HHSA) issued a Request for Proposals (RFP) from qualified community-based organizations to provide supervised visitation and coaching services. The solicitation was open for 41 days, (just over 5 weeks). On March 21, 2018, HHSA offered potential bidders an opportunity to ask questions during a bidder's conference.

The County received 4 proposal(s) from this solicitation. HHSA reviewed the proposal for minimum requirements and 4 proposals were moved forward to the Review Committee, comprised of 2 HHSA staff and 1 community stakeholder.

The Review Committee evaluated the proposals and determined that the proposal submitted by Lilliput Children's Services met all the required qualifications necessary to successfully provide these services. On June 26, 2018 the County issued an Intent to Award letter.

Additional information regarding the Competitive Bid Process is provided below, including a summary of the solicitation evaluation criteria.

Evaluation Criteria Included in RFP

- Qualifications and Experience (40 points)
- Description of Vendor Operations (10 points)
- Vendor's Approach to the Project (60 points)
- Demonstrated Competence/Past Performance (30 points)
- Responsiveness/Responsibility (15 points)
- Quality and Completeness of Submitted Proposal (30 points)
- Financial Stability (15 points)

Bids Received

Bidder	Bid

Lilliput Children's Services	$445,126.00
Yolo County Children's Alliance	$546,013.00
CommuniCare Health Centers, Inc.	$397,246.64
Yolo Crisis Nursery, Inc.	$270,930.00

HHSA confirms Wayfinder Family Services has performed satisfactorily under this agreement. Thus, pursuant to the authority provided to the County Procurement Manager as the County Purchasing Agent under the current Yolo County Procurement Policy, the Procurement Manger has determined that it is in the best interest of the County to extend this Agreement, based on satisfactory service and to avoid the interruption of County business. A formal solicitation for these services is planned to be released in early FY 2023-24 for a targeted contract start date of January 1, 2024.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$500,000
Amount budgeted for expenditure	$500,000
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure

Realignment	$500,000

Further explanation as needed

No general funds are required by this action. These services will be funded by Realignment. The action increases the contract maximum by $500,000 for a total of $4,667,812 for the period of July 1, 2018 through December 31, 2023. The amount of $500,000 is included in the HHSA recommended budget for fiscal year 2023-24.

The breakdown of funding for this Agreement is as follows:

Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	$555,864
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$902,987
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$902,987
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$902,987
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$902,987
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$500,000
Total	$4,667,812

Attachments

Att. A. Third Amendment

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/30/2023 01:17 PM
Financial Services	Matt Robertson	05/30/2023 01:38 PM
County Counsel	Hope Welton	05/30/2023 02:07 PM
Shapree Butler	Shapree Butler	05/30/2023 02:36 PM
Form Started By: Kimberly Mayfield		Started On: 05/08/2023 09:37 AM
Final Approval Date: 05/30/2023		

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BOS Nos. Orig. #18-137; Amd1 #19-100
Infor PO No. 2794; 3706
Infor Ref No. 6565-2019-LCS SUP VISITATION; 6565-2019-WFR 02

THIRD AMENDMENT
(BOS AGREEMENT NO. _____-_____)

This Third Amendment to Agreement No, 18-137 ("Third Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo ("County") and Wayfinder Family Services ("Contractor"), jointly referred to as the "Parties" herein.

WHEREAS, on or about June 26, 2018, the County and Lilliput Children's Services, dba Lilliput Families, entered into Agreement No. 18-137 ("Agreement"); and

WHEREAS, on or about May 21, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about July 13, 2020, the County, Lilliput Families and Contractor entered into an assignment agreement upon which all of the rights and responsibilities of Lilliput Families under the Agreement were assigned to Contractor; and

WHEREAS, on or about June 8, 2021, County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about April 25, 2022, County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about July 19, 2022, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended to:

1. Revise **Paragraph II.A.** to extend the term of the Agreement through December 31, 2023; and
2. Revise **Paragraph III.B.** to add funding in the amount of $500,000 for Fiscal Year (FY) 2023-24 for a new contract maximum of $4,667,812; and
3. Revise **Paragraph VIII.C.** to update County contact for security incidents; and
4. Revise **Section XIII.** to rename the section and update County's insurance requirements; and
5. Revise **Section XV.** to update County email address for notices sent via email; and
6. Revise **Exhibit B** to add budget for FY 2023-24.

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Paragraph II.A. of the Agreement are hereby amended to read as follows:

A. The term of this Agreement shall be from **July 1, 2018 through December 31, 2023** unless sooner terminated as hereinafter provided.

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2. **Paragraph III.B.** of the Agreement is hereby amended to read as follows:

B. Any other provision of this Agreement notwithstanding, the maximum payment obligation to Contractor through **December 31, 2023** shall be no greater than **FOUR MILLION SIX HUNDRED SIXTY-SEVEN THOUSAND EIGHT HUNDRED TWELVE DOLLARS ($4,667,812)** specified as follows:

Fiscal Year 2018-19 July 1, 2018 through June 30, 2019	$555,864
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$902,987
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$902,987
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$902,987
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$902,987
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$500,000
Total	**$4,667,812**

3. **Paragraph VIII.C.** of the Agreement is hereby amended to read as follows:

C. Information Security Incidents

Defined: Information security incidents include, but are not limited to, any event (intentional or unintentional) that causes the loss, damage to, destruction, or unauthorized disclosure of County or Contractor information assets.

Notification: The County/Contractor shall notify the other or its designated agent of any actual or attempted information security incidents, as defined above, within 24 hours of initial detection. Information security incidents shall be reported by telephone or email to:

Charles Egbert, HHSA Privacy Officer
Health and Human Services Agency
137 North Cottonwood Street
Woodland CA 95695
Email: Charles.Egbert@yolocounty.org

Lee Gerney, Yolo County Chief Technology Officer, Information Security Officer- at lee.gerney@yolocounty.org, and

Noemi Vasquez, Associate VP
5300 Angeles Vista Blvd
Los Angeles, CA 90043
Email: nvasquez@wayfinderfamily.org

Cooperation: Each party shall cooperate in any investigations of information security incidents.

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4. Section XIII. of the Agreement is hereby amended to read as follows:

XIII. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. Additional Insured Status - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

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b. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

d. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

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C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents.

E. Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

5. Section XV. of the Agreement is hereby amended to read as follows:

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor:	**County:**
Wayfinder Family Services	Yolo County Health and Human Services Agency
5300 Angeles Vista Blvd.	137 N. Cottonwood Street
Los Angeles, CA 90043	Woodland, CA 95695
Noemi Vasquez, Associate VP	Nolan Sullivan, Director

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:	**County:**
nvasquez@wayfinderfamily.org	Contracts Unit: HHSAContracts@YoloCounty.org
	Contract Administrator:meghan.morris@yolocounty.org

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C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

6. **Exhibit B** to the Agreement is hereby amended to read as attached.

7. All attachments to this Third Amendment are incorporated herein by this reference.

8. Except as specifically amended in this Third Amendment, and any prior Amendments, the Agreement shall remain in full force and effect according to its terms.

IN WITNESS WHEREOF, the Parties have executed this Third Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:
Carol Ramirez
C0D7E6821822489...
Carol Ramirez, VP CPO
Wayfinder Family Services

Date: 5/25/2023

COUNTY OF YOLO

_____
Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By:_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

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EXHIBIT B – BUDGET

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2018-19 July 1, 2018 through June 30, 2019
1	a. Personnel (Salary, Benefits, and Payroll Taxes)	$409,131
	b. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$50,533
2	Operating Costs	$96,200
3	Direct to Clients	$0
4	**Total**	**$555,864**

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2019-20 July 1, 2019 through June 30, 2020
1	c. Personnel (Salary, Benefits, and Payroll Taxes)	$721,122
	d. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$82,090
2	Operating Costs	$99,775
3	Direct to Clients	$0
4	**Total**	**$902,987**

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	e. Personnel (Salary, Benefits, and Payroll Taxes)	$721,122
	f. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$82,090
2	Operating Costs	$99,775
3	Direct to Clients	$0
4	**Total**	**$902,987**

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EXHIBIT B – BUDGET

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	g. Personnel (Salary, Benefits, and Payroll Taxes)	$715,422
	h. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$82,090
2	Operating Costs	$105,475
3	Direct to Clients	$0
4	**Total**	**$902,987**

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	i. Personnel (Salary, Benefits, and Payroll Taxes)	$721,122
	j. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$82,090
2	Operating Costs	$99,775
3	Direct to Clients	$0
4	**Total**	**$902,987**

Wayfinder Family Services		
Supervised Visitation		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through December 31, 2023
1	k. Personnel (Salary, Benefits, and Payroll Taxes)	$390,036.69
	l. Indirect/Overhead/Administration, not to exceed 15% of Personnel Costs (Item 1a)	$45,454.55
2	Operating Costs	$64,508.76
3	Direct to Clients	$0
4	**Total**	**$500,000.00**

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services **47.**
Board of Supervisors **Child, Youth & Family**

Meeting Date:	06/06/2023
Brief Title:	Fifth Amendment to Agreement No. 18-270 with Yolo County Childrenâ€™s Alliance
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Tony Kildare, Child, Youth & Family Branch Director, Health and Human Services Agency, x2929
Supervisorial District Impact:	Countywide

Subject
Approve fifth amendment to Agreement No. 18-270 with Yolo County Children's Alliance to extend the term of the agreement through December 31, 2023, and add funding in the amount of $199,585, for a new contract maximum of $1,531,043, for the period of September 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of Building and Strengthening Protective Factors services. (No general fund impact) (Sullivan)

Recommended Action
Approve fifth amendment to Agreement No. 18-270 with Yolo County Children's Alliance to extend the term of the agreement through December 31, 2023, and add funding in the amount of $199,585, for a new contract maximum of $1,531,043, for the period of September 1, 2018 through December 31, 2023 and to update and clarify language in the Agreement, for the provision of Building and Strengthening Protective Factors services.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
On or about December 11, 2018 the County entered into an Agreement with Yolo County Children's Alliance (YCCA) to provide services to parents, legal guardians and caretakers referred by Child Welfare Services that build and strengthen protective factors ensuring child safety, permanency, and well-being.

Evidenced based and informed services improve parents, legal guardians and caretaker's protective capacities and skills allowing them to recognize safety concerns that created danger in the home, identify behavioral changes needed to increase safety and wellbeing, and demonstrate an increased awareness of protective factors to establish a safe, nurturing, and supportive environment for children by providing safety management. Safety Management is primarily concerned with controlling dangerous family conditions and threats to the safety of a child. Safety Management is not primarily concerned with changing caregiver or family functioning or circumstances, though through the course of safety service delivery, helping interventions will likely be implemented. Safety Management includes five safety actions that can be used individually or in combination. The five safety actions are: Behavioral Management, Crisis Management, Social Connection, Separation, and Resource Support. Safety Management includes in-home, out-of-home, or a combination of in-home/out-of-home actions. Safety Management must have an immediate effect, be immediately available, be always accessible, and be sufficient to control the danger or threat of danger.

This fifth amendment extends the Agreement through December 31, 2023; adds funding in the amount of $199,585 for Fiscal Year 2023-24, and updates and clarifies language in the Agreement.

HHSA believes it is the best interest of the County to extend this agreement from the previous contract period based on satisfactory service and to avoid the interruption of County business. A formal procurement for these services is planned for early FY2023-24.

The Procurement Manager and HHSA request approval of this amendment to ensure these vital services can continue until a formal Request for Proposal (RFP) can be released for a new contract start date of January 1, 2024.

Performance Measures included in this Agreement are as follows:
The Performance Measures were included in the underlying Agreement and are not being revised at this time (See Att. B. Performance Measures)

HHSA confirms Yolo County Children's Alliance has performed satisfactorily under this agreement. Yolo County Children's Alliance continues to accept referrals from HHSA and meets the needs of the Agency and CWS families.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.
Department of General Services, Procurement Division

Competitive Bid Process/Vendor Performance
On April 23, 2018, Yolo County Health and Human Services Agency (HHSA) issued a Request for Proposals (RFP) from qualified community-based organizations to provide Building and Strengthening Protective Factors. The RFP was open for 44 days (just over 6 weeks), and staff offered potential bidders an opportunity to ask questions during a Mandatory Bidders' Conference on May 3, 2018. Bidders were offered the opportunity to submit proposals via the electronic BidSync system or by dropping off a paper proposal directly at HHSA.

HHSA received four (4) proposals from this solicitation. A Proposal Review Committee was formed that included three (3) HHSA employees from two (2) different HHSA branches, and one (1) member from an outside entity. The proposal submitted by Yolo County Children's Alliance was evaluated and determined to meet all the required qualifications necessary to successfully provide these services.
Additional information regarding the Competitive Bid Process is provided below, including a summary of the RFP evaluation criteria.

Request for Proposals (RFP) Service Requested:
Building and Strengthening Protective Factors.

Evaluation Criteria Included in RFP

- Qualifications and Experience
  - Qualifications (30 points)
  - Experience (40 points)
- Description of Vendor Operations Experience (10 points)
- Vendor Approach to the Project (50 points)
- Demonstrated Competence/Past Performance (30 points)
- Responsiveness/Responsibility (20 points)
- Quality and Completeness of Submitted Proposal (30 points)
- Financial Stability (15 points)

Bids Received

Bidder	Bid
CommuniCare Health Centers, Inc.	$187,261
Yolo County Children's Alliance	$243,973
Bobbie Stewart Consulting	$8,250
Lilliput Children's Services	$347,759

HHSA confirms Yolo County Children's Alliance has performed satisfactorily under this agreement. Thus, pursuant to the authority provided to the County Procurement Manager as the County Purchasing Agent under the current Yolo County Procurement Policy, the Procurement Manger has determined that it is in the best interest of the County to extend this Agreement, based on satisfactory service and to avoid the interruption of County business. A

formal solicitation for these services is planned to be released early FY 2023-24 for a targeted contract start date of January 1, 2024.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$199,585
Amount budgeted for expenditure	$199,585
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
2011 Realignment	$199,585

Further explanation as needed

No general funds are required by this action. These services will be funded by 2011 Realignment. The action increases the contract maximum by $199,585 for a total of $1,531,043 for the period of September 1, 2018 through December 31, 2023. The amount of $199,585 will be included in the HHSA proposed budget for fiscal year 2023-24.

The following is the breakdown of funding for this agreement.

Building Strengthening Protective Factors	In Home Safety Monitoring	Family Life Skills Program	Total
Fiscal Year 2018-19 September 1, 2018 through June 30, 2019	$99,146	$39,968	$139,114
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$210,000	$47,961	$257,961
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$263,500	$47,961	$311,461
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$263,500	$47,961	$311,461
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$263,500	$47,961	$311,461
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$175,605	$23,980	$199,585
Total	$1,099,646	$231,812	$1,531,043

Attachments

Att. A. Fifth Amendment

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/30/2023 01:17 PM
Financial Services	Matt Robertson	05/30/2023 01:28 PM
County Counsel	Hope Welton	05/30/2023 02:07 PM
Shapree Butler	Shapree Butler	05/30/2023 02:36 PM
Form Started By: Kimberly Mayfield		Started On: 05/08/2023 09:38 AM
Final Approval Date: 05/30/2023		

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BOS No. Orig. # 18-270; Amd1 # 19-187; Amd 2 #;21-55
Infor PO No.3020
Infor Ref No. 6565-2019-YCCA-BSPF

FIFTH AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Fifth Amendment to Agreement No. 18-270 ("Fifth Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo ("County") and Yolo County Children's Alliance ("Contractor"), jointly referred to as the "Parties" herein.

WHEREAS, on or about December 11, 2018, the Parties entered into Agreement No. 18-270 ("Agreement"); and

WHEREAS, on or about March 6, 2019, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #1; and

WHEREAS, on or about September 10, 2019, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about May 29, 2020, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about March 23,2021, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about July 12, 2021, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, on or about June 27, 2022, the County exercised its option to extend the Agreement under the same terms and conditions via Option Letter #2; and

WHEREAS, on or about June 29, 2022, the Parties further amended the Agreement via the Fourth Amendment; and

WHEREAS, the Parties would now like to amend the Agreement, as previously amended to:

1. Revise **Paragraph I.A.** to extend the term of the Agreement through December 31, 2023; and
2. Revise **Paragraph II.B1.** to add funding in the amount of $199,585 Fiscal Year (FY) 2023-24 for a new contract maximum of $1,531,043; and
3. Revise **Section XVI.** of **Exhibit C** to rename section and update County's insurance requirements; and
4. Revise **Exhibit D.1 and D.2.** to add budget for Fiscal Year 2023-24.

NOW, THEREFORE, THE PARTIES HEREBY AGREE AS FOLLOWS:

1. Paragraph I.A. of the Agreement is hereby amended to read as follows:

A. The term of this Agreement shall be from **September 1, 2018 through December 31, 2023** unless sooner terminated as provided in this Agreement.

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2. Paragraph II.B1. of the Agreement is hereby amended to read as follows:

B1. Any other provisions of this Agreement notwithstanding, the maximum payment obligation to Contractor through **December 31, 2023,** shall be no greater than **ONE MILLION FIVE HUNDRED THIRTY-ONE THOUSAND FORTY-THREE DOLLARS ($1,531,043)** specified as follows:

Building Strengthening Protective Factors	In Home Safety Monitoring	Family Life Skills Program	**Total**
Fiscal Year 2018-19 September 1, 2018 through June 30, 2019	$99,146	$39,968	**$139,114**
Fiscal Year 2019-20 July 1, 2019 through June 30, 2020	$210,000	$47,961	**$257,961**
Fiscal Year 2020-21 July 1, 2020 through June 30, 2021	$263,500	$47,961	**$311,461**
Fiscal Year 2021-22 July 1, 2021 through June 30, 2022	$263,500	$47,961	**$311,461**
Fiscal Year 2022-23 July 1, 2022 through June 30, 2023	$263,500	$47,961	**$311,461**
Fiscal Year 2023-24 July 1, 2023 through December 31, 2023	$175,605	$23,980	**$199,585**
Total	**$1,275,251**	**$255,792**	**$1,531,043**

3. Section XVI. of **Exhibit C** to the Agreement is hereby amended to read as follows:

XVI. INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

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b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. **Primary Coverage** - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. **Notice of Cancellation** – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

d. **Waiver of Subrogation** – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

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4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

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D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Agreement Documents.

E. Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

4. **Exhibits D.1** and **D.2.** of the Agreement are hereby revised to read as attached.

5. All attachments to this Fifth Amendment are incorporated herein by this reference.

6. Except as specifically amended by this Fifth Amendment and any prior amendments, the Agreement shall remain in full force and effect according to its terms.

[Signatures Follow]

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DocuSign Envelope ID: 1C748AD2-7648-4195-935A-72657332AD07

IN WITNESS WHEREOF the Parties have executed this Fifth Amendment as of the day and year last set forth below.

CONTRACTOR

DocuSigned by:
Jeneba Lahai
9368A198C26045D...
Jeneba Lahai, Executive Director
Yolo County Children's Alliance

Date: 5/25/2023

COUNTY OF YOLO

_____
Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

DocuSigned by:
Nolan Sullivan
D196B33D5DAB46E...
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By:_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

DocuSign Envelope ID: 1C748AD2-7648-4195-935A-72657332AD07

EXHIBIT D.1 – CONTRACT BUDGET

Yolo County Children's Alliance		
In Home Safety Monitoring Services		
	Cost Items	Fiscal Year 2018-19 September 1, 2018 through June 30, 2019
1	a. Personnel	$69,271
	b. Indirect (15%) Admin.	$12,176
2	Operating Costs	$17,699
3	Direct to Clients	$0
4	**Total**	**$99,146**

Yolo County Children's Alliance		
In Home Safety Monitoring Services		
	Cost Items	Fiscal Year 2019-20 July1, 2019 through June 30, 2020
1	a. Personnel	$166,675
	b. Indirect (15%) Admin.	$27,391
2	Operating Costs	$15,934
3	Direct to Clients	$0
4	**Total**	**$210,000**

Yolo County Children's Alliance		
In Home Safety Monitoring Services		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	a. Personnel	$213,590
	b. Indirect (15%) Admin.	$34,370
2	Operating Costs	$15,540
3	Direct to Clients	$0
4	**Total**	**$263,500**

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EXHIBIT D.1 – CONTRACT BUDGET

Yolo County Children's Alliance		
In Home Safety Monitoring Services		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel	$213,590
	b. Indirect (15%) Admin.	$34,370
2	Operating Costs	$15,540
3	Direct to Clients	$0
4	**Total**	**$263,500**

Yolo County Children's Alliance		
In Home Safety Monitoring Services		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel	$213,590
	b. Indirect (15%) Admin.	$34,370
2	Operating Costs	$15,540
3	Direct to Clients	$0
4	**Total**	**$263,500**

Yolo County Children's Alliance		
Building and Strengthening Protective Factors- Life Skills Program		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through December 31, 2024
1	a. Personnel	$144,000
	b. Indirect (15%) Admin.	$21,600
2	Operating Costs	$10,005
3	Direct to Clients	$0
4	**Total**	**$175,605**

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EXHIBIT D.2 – CONTRACT BUDGET

Yolo County Children's Alliance		
Building and Strengthening Protective Factors- Life Skills Program		
	Cost Items	Fiscal Year 2018-19 September 1, 2018 through June 30, 2019
1	a. Personnel	$37,051
	b. Indirect (15%) Admin.	$0
2	Operating Costs	$2,917
3	Direct to Clients	$0
4	**Total**	**$39,968***

*prorated by 10 months for start date September 1, 2018

Yolo County Children's Alliance		
Building and Strengthening Protective Factors- Life Skills Program		
	Cost Items	Fiscal Year 2019-20 July1, 2019 through June 30, 2020
1	a. Personnel	$44,461
	b. Indirect (15%) Admin.	$0
2	Operating Costs	$3,500
3	Direct to Clients	$0
4	**Total**	**$47,961**

Yolo County Children's Alliance		
Building and Strengthening Protective Factors- Life Skills Program		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	a. Personnel	$47,520
	b. Indirect (15%) Admin.	$0
2	Operating Costs	$441
3	Direct to Clients	$0
4	**Total**	**$47,961**

Yolo County Children's Alliance		
Building and Strengthening Protective Factors- Life Skills Program		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	a. Personnel	$47,374
	b. Indirect (15%) Admin.	$0
2	Operating Costs	$587
3	Direct to Clients	$0
4	**Total**	**$47,961**

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EXHIBIT D.2 – CONTRACT BUDGET

Yolo County Children's Alliance		
Building and Strengthening Protective Factors- Life Skills Program		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	a. Personnel	$47,520
	b. Indirect (15%) Admin.	$0
2	Operating Costs	$441
3	Direct to Clients	$0
4	**Total**	**$47,961**

Yolo County Children's Alliance		
Building and Strengthening Protective Factors- Life Skills Program		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through December 31, 2024
1	a. Personnel	$20,500
	b. Indirect (15%) Admin.	$3,075
2	Operating Costs	$405
3	Direct to Clients	$0
4	**Total**	**$23,980**

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 48.

Board of Supervisors **Service Centers**

Meeting Date:	06/06/2023
Brief Title:	Fourth Amendment to Agreement No. 19-274 with Yolo County Housing Authority
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Soua Moua, Interim Service Centers Branch Director, Health and Human Services Agency, x2702
Supervisorial District Impact:	Countywide

Subject
Approve fourth amendment to Lease Agreement No. 19-274 with Yolo County Housing to extend the term of the agreement through June 30, 2024; add funding in the amount of $1,315,866 for 2023-24 for a new maximum payment obligation of $2,736,356 to provide housing support to CalWORKs referred families experiencing homelessness; and to update and clarify language in the agreement. (No general fund impact) (Sullivan)

Recommended Action
Approve fourth amendment to Lease Agreement No. 19-274 with Yolo County Housing to extend the term of the agreement through June 30, 2024; add funding in the amount of $1,315,866 for 2023-24 for a new maximum payment obligation of $2,736,356 to provide housing support to CalWORKs referred families experiencing homelessness; and to update and clarify language in the agreement.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
On or about December 17, 2019 the County entered into Lease Agreement No. 19-274 with Yolo County Housing (YCH) to provide a master lease agreement with Portale Properties, LLC for 12 units in the Merkley Apartment complex for availability to CalWORKs homeless families as referred by the Yolo County CalWORKs program. These units meet livable standards pursuant to the American with Disabilities Act (ADA). YCH has been providing full scope property management services; ongoing site maintenance; tenant relations and are located in Woodland and West Sacramento. The Yolo County CalWORKs program has been providing case management services for CalWORKs homeless families that reside in the Merkley apartment complex; provide financial support services and has paid YCH on behalf of the tenants.

On or about April 12, 2022, the Parties amended the agreement to extend the services through June 30, 2023; added funding for fiscal year 2022-23; and added an optional extension for fiscal year 2023-24 to continue providing housing support to CalWORKs families experiencing homelessness.

On or about August 30, 2022, the Parties further amended the agreement to add an additional 10 service units called Sal's units for a total of twenty-two (22) units to support CalWORKs families experiencing homelessness. The amendment also increased the monthly rental and property management fees as needed to continue providing these services.

On or about November 22, 2022, the Parties further amended the agreement to add $50,000 to the contract budget for fiscal year 2022-23 and the available optional extension for extraordinary maintenance/emergency repairs and other related expenses associated with client-occupancy that exceed normal wear and tear. These costs were originally contemplated in the underlying lease agreement but were inadvertently left out of the contract budget.

HHSA request approval of this fourth amendment to extend the term of the Agreement through June 30, 2024; add funding in the amount of $1,315,866 for fiscal year 2023-24; add 16 new units called Tovar units for a total of 38 units; and update and clarify language in the Agreement.

Performance Measures included in this Agreement are as follows:
Performance Measures are not associated with this agreement.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel has approved this Agreement as to form.

Competitive Bid Process/Vendor Performance
Per the Yolo County Procurement Policy dated January 1, 2019, the services included in this agreement are exempt from the competitive selection process, as this agreement is with a local government entity.

The Department confirms Yolo County Housing Authority has performed satisfactorily on the current agreement.

Fiscal Information
Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$1,315,866
Amount budgeted for expenditure	$1,315,866
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
CalWORKs	$1,315,866

Further explanation as needed
No general funds are required by this action. These services will be funded by CalWORKs. The action increases the contract maximum by $1,315,866 for a total of $2,736,356 for the period of October 15, 2019 through June 30, 2024. The amount of $1,315,866 is included in the HHSA proposed budget for fiscal year 2023-24.

The following is the breakdown of funding for this agreement.

CFDA #93.558	FY 2019-20 Oct 15, 2019 through June 30, 2020	FY 2020-21 July 1, 2020 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2023 through June 30, 2024	Total
Lease (12 Merkley units)	$153,600 8-month lease Nov 2019 through June 2020	$230,400 12-month lease July 2020 through June 2021	$230,400 12-month lease July 2021 through June 2022	$280,800 12-month lease July 2022 through June 2023	$280,800 12-month lease July 2023 through June 2024	$1,176,000.00
Lease (10 Sal's units)	N/A	N/A	N/A	$233,670 12-month lease July 2022 through June 2023	$267,000 12-month lease July 2023 through June 2024	$500,670.00
Lease (16 Tovar units)	N/A	N/A	N/A	N/A	$358,800 12-month lease July 2023 through June 2024	$358,800.00

Paid to Asset Manager	$0	$0	$0	$87,648	$323,580	$411,228.00
Start-Up (Merkley Only)	$120,642.60	N/A	N/A	N/A	N/A	$120,642.60
Habitability Costs (Sal and Tovar Only)	N/A	N/A	N/A	$33,330	$53,328	$86,658.00
Extraordinary Maintenance/Emergency Repairs	$0	$0	$0	$50,000	$0	$50,000.00
Indirect	$0	$0	$0	$0	$32,358	$32,358.00
Total	$274,242.60	$230,400.00	$230,400.00	$685,448.00	$1,315,866.00	$2,736,356.60

Attachments

Att. A. Fourth Amendment

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/26/2023 12:56 PM
Financial Services	Matt Robertson	05/26/2023 01:56 PM
County Counsel	Hope Welton	05/26/2023 02:09 PM
Shapree Butler	Shapree Butler	05/26/2023 02:14 PM

Form Started By: Kimberly Mayfield
Started On: 04/12/2023 09:57 AM
Final Approval Date: 05/26/2023

FOURTH AMENDMENT
(BOS AGREEMENT NO. ____-____)

This Fourth Amendment to Agreement No. 19-274 ("Fourth Amendment") is made and entered into as of the last date signed below, by and between the County of Yolo, a political subdivision of the State of California ("County"), and Yolo County Housing, a public body corporate and politic authorized to do business in the State of California ("YCH"), jointly referred to as the "Parties" herein and who agree as stated below.

WHEREAS, on or about December 17, 2019, the Parties entered into Agreement No. 19-274 ("Agreement"); and

WHEREAS, on or about April 12, 2022, the Parties amended the Agreement via the First Amendment; and

WHEREAS, on or about August 30, 2022, the Parties further amended the Agreement via the Second Amendment; and

WHEREAS, on or about November 22, 2022, the Parties further amended the Agreement via the Third Amendment; and

WHEREAS, the Parties would now like to amend the Agreement as previously amended to:

1. Revise **Section 2.** to extend the term of the Agreement through June 30, 2024; and
2. Revise **Section 4.** to increase funding in the amount of $1,315,866 for a new contract maximum of $2,736,356.60; and
3. Revise **Section 14.** to update contacts and method of delivery for notices; and
4. Revise **Paragraph II.A.1.** of **Exhibit A** to add new property address for Tovar units effective July 1, 2023; and
5. Revise **Paragraph II.B.3.** of **Exhibit A** to update monthly rents and property management costs; and
6. Add **Paragraph II.B.5.** of **Exhibit A** to add language regarding Habitability costs; and
7. Revise **Paragraph II.C.1.** of **Exhibit A** to increase the number of units from 22 to 38 by adding a service location referred to as Tovar units; and
8. Revise **Exhibit B** to:
    a. add funding in the amount of $1,315,866 for Fiscal Year (FY) 2023-24 for a new contract maximum of $2,736,356.60; and
    b. update budget for FY 2022-23 and add a budget for FY 2023-24; and
9. Revise **Exhibit C** to update per County's new insurance requirements.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. Section 2. of the Agreement is hereby amended to read as follows:

2. Term. The Term of this Agreement shall begin as of October 15, 2018 ("Effective Date") and terminate as of June 30, 2024 ("the Term").

//

2. Section 4. of the Agreement is hereby amended to read as follows:

4. Compensation. Subject to YCH's satisfactory and complete performance of all the terms and conditions of this Agreement, and upon YCH's submission of an appropriate claim, County shall pay YCH no more than a total amount of $2,736,356.60, in accordance with Exhibit B.

3. Section 14. of the Agreement is hereby amended to read as follows:

14. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and YCH at their respective addresses as follows:

YCH:	**County:**
Yolo County Housing Authority	Yolo County Health and Human Services Agency
147 W. Main Street	137 N. Cottonwood Street
Woodland, CA 95695	Woodland, CA 95695
Ian Evans, Executive Director	Nolan Sullivan, Director

In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Contractor:	**County:**
Ian.Evans@ych.ca.gov	Contracts Unit: HHSAContracts@YoloCounty.org
	Contract Administrator: Laura.Munoz@YoloCounty.org

Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

4. Paragraph II.A.1. of **Exhibit A** to the Agreement is hereby amended to read as follows:

1. Consult and collaborate as needed to ensure a successful partnership with the following:
    a. Portale Properties, LLC for the properties located at:
        i. 1811 and 1815 Merkley Avenue, West Sacramento, CA 95691; and
    b. Salvador Puente for the property located at
        i. 165 Fourth Street, Woodland, CA 95695; and
    c. MPE Holdings, Inc. for properties located at
        i. 1308 East Oak Avenue, Woodland, CA 95776; and
        ii. 1107, 1107B, 1105 and 1105B Gum Avenue, Woodland, CA 95695.

5. Paragraph II.B.3. of **Exhibit A** to the Agreement is hereby amended to read as follows:

3. Provide financial support services, paid to YCH on behalf of the tenants by the 7th day of each month including:

//

a. Effective October 15, 2019 through June 30, 2023

	12 Merkley Units	10 Sal's Units
Rent	$1,100 monthly per unit *(effective through 6/30/2022)* $1,300 monthly per unit *(effective 7/1/22)*	$1,575 monthly per unit *(effective 7/1/22)*
Property Management	$450 monthly per unit *(effective through 6/30/2022)* $650 monthly per unit *(effective 7/1/22)*	$650 monthly per unit *(effective 7/1/22)*
Management Staff (part time rate)	$76 monthly per unit (*effective 7/1/22)*	
Maintenance Staff	$256 monthly per unit (*effective 7/1/22)*	

b. Effective July 1, 2023

Monthly Rent per unit		
12 Merkley Units	10 Sal's Units	16 Tovar Units
$1,300 per unit	$1,575 per unit	$1,700 per unit – East Oak Ave $2,350 per unit – 1105/1105B Gum Ave $2,400 per unit – 1107/1107B Gum Ave

6. Paragraph II.B.5. of **Exhibit A** to the Agreement is hereby added to read as follows:

5. Issue one-time Habitability payments to YCH associated with this Project
    a. $86,658 to YCH for Habitability costs which include $53,328 for Tovar units and $33,330 for Sal's units. Costs are designated to update the bathrooms, flooring and paint to ensure adequate living conditions and move in ready for families.

7. Paragraph II.C.1. of **Exhibit A** to the Agreement is hereby amended to read as follows:

1. Execute a master lease agreement to allow 12 Merkley Units, 10 Sal's Units and 16 Tovar Units to be available for CalWORKs homeless families referred by the County.

8. Exhibit B to the Agreement is hereby amended to read as attached.

9. Exhibit C to the Agreement is hereby amended to read as attached

10. All attachments to this Fourth Amendment are incorporated herein by this reference.

11. Except as specifically amended by this Fourth Amendment and any prior amendment, the Agreement shall remain in full force and effect according to its terms.

[Signatures follow]

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IN WITNESS WHEREOF the Parties have executed this Fourth Amendment as of the day and year last set forth below.

YCH

By: Ian Evans
Ian Evans, Executive Director
Yolo County Housing

Date: 5/25/2023

COUNTY

By: _____
Oscar E. Villegas, Chair
Board of Supervisors

Date: _____

Nolan Sullivan Digitally signed by Nolan Sullivan Date: 2023.05.26 10:37:35 -07'00'
Nolan Sullivan, Director
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By: _____
Deputy (Seal)

Approved as to form:
Philip J. Pogledich, County Counsel

By: Hope P. Welton
Hope P. Welton, Senior Deputy

EXHIBIT B – METHOD OF PAYMENT AND BUDGET

A. Regular Annual Compensation

1. County will compensate YCH for the costs set forth in the table below (based upon monthly claims), up to a total amount not to exceed **TWO MILLION SEVEN HUNDRED THIRTY-SIX THOUSAND THREE HUNDRED FIFTY-SIX DOLLARS AND SIXTY CENTS ($2,736,356.60)** for the period of **October 15, 2019 through June 30, 2024.**

CFDA #93.558	FY 2019-20 Oct 15, 2019 through June 30, 2020	FY 2020-21 July 1, 2020 through June 30, 2021	FY 2021-22 July 1, 2021 through June 30, 2022	FY 2022-23 July 1, 2022 through June 30, 2023	FY 2023-24 July 1, 2023 through June 30, 2024	**Total**
Lease (12 Merkley units)	$153,600 8-month lease Nov 2019 through June 2020	$230,400 12-month lease July 2020 through June 2021	$230,400 12-month lease July 2021 through June 2022	$280,800 12-month lease July 2022 through June 2023	$280,800 12-month lease July 2023 through June 2024	$1,176,000.00
Lease (10 Sal's units)	N/A	N/A	N/A	$233,670 12-month lease July 2022 through June 2023	$267,000 12-month lease July 2023 through June 2024	$500,670.00
Lease (16 Tovar units)	N/A	N/A	N/A	N/A	$358,800 12-month lease July 2023 through June 2024	$358,800.00
Paid to Asset Manager	$0	$0	$0	$87,648	$323,580	$411,228.00
Start-Up (Merkley Only)	$120,642.60	N/A	N/A	N/A	N/A	$120,642.60
Habitability Costs (Sal and Tovar Only)	N/A	N/A	N/A	$33,330	$53,328	$86,658.00
Extraordinary Maintenance/ Emergency Repairs	$0	$0	$0	$50,000	$0	$50,000.00
Indirect	$0	$0	$0	$0	$32,358	$32,358.00
Total	**$274,242.60**	**$230,400.00**	**$230,400.00**	**$685,448.00**	**$1,315,866.00**	**$2,736,356.60**

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2. Total Per Unit:

a. effective October 15, 2019 through June 30, 2023

	12 Merkley Units	10 Sal's Units
Rent	$1,100 monthly per unit *(effective through 6/30/2022)* $1,300 monthly per unit *(effective 7/1/22)*	$1,575 monthly per unit *(effective 7/1/22)*
Property Management	$450 monthly per unit *(effective through 6/30/2022)* $650 monthly per unit *(effective 7/1/22)*	$650 monthly per unit *(effective 7/1/22)*
Management Staff (part time rate)	$76 monthly per unit (*effective 7/1/22)*	
Maintenance Staff	$256 monthly per unit (*effective 7/1/22)*	

b. effective July 1, 2023

Monthly Rent per unit		
12 Merkley Units	10 Sal's Units	16 Tovar Units
$1,300 per unit	$1,575 per unit	$1,700 per unit – East Oak Ave $2,350 per unit – 1105/1105B Gum Ave $2,400 per unit – 1107/1107B Gum Ave

3. Other Costs:

a. Startup and Habitability one-time payments costs, not to exceed ($207,300.60) associated with this project as described in Exhibit A-Scope of Work.

b. County shall be responsible for costs associated with client-occupant damages that exceed normal wear and tear and large-scale house component failure. YCH shall provide an estimate to County of these costs prior to initiating work. County shall provide written permission to begin work and approval shall not be unreasonably withheld by County, subject to available funding, as set forth in the Extraordinary Maintenance/Emergency Repairs line items in the Fee Schedules below. YCH shall invoice County for the approved work and payment shall be made in accordance with Section B.

B. Amendment Authority

1. Procurement Manager's Authority: The Yolo County Procurement Manager ("Procurement Manager") may approve and execute amendments regarding allocation of funds between categories of services, scope of services, billing rates, and other contract language changes set forth elsewhere in this Agreement provided the modifications are generally consistent with the original approved scope of the contract. This authority includes the ability to approve and execute amendments to increase to the maximum payment obligation, provided the increase is within the Procurement Manager's Authority, as prescribed in the Yolo County Procurement Policy.

2. Yolo County Board of Supervisors' Authority: All other authority to approve and execute amendments or exercise option year(s) related to this Agreement is reserved by the Yolo County Board of Supervisors.

C. Method of Payment

1. As described in Exhibit A, Scope of Service, start-up costs shall be paid as follows;

a. YCH shall submit monthly invoices to County detailing the services provided, and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Section A shall also include a copy of the County's written approval in advance of such services being provided. If requested by the County, YCH shall provide any further documentation to verify the compensation and reimbursement sought by YCH.

b. Within fifteen (15) calendar days of the receipt of YCH's detailed invoice, the County shall either authorize payment or advise YCH in writing of any concerns that the County has with the invoice and any need for further documentation.

c. Within thirty (30) calendar days of the County's authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise YCH in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation.

2. As described in Exhibit A, Scope of Service, monthly rents shall be paid as follows:

a. YCH shall submit monthly invoices to County detailing the monthly rent and property management costs as described in Exhibit A. Claims shall be submitted to the County by the 15th of the prior month in which the rent it due.

b. County shall authorize payment to YCH on behalf of the tenants as described in Exhibit A, by the 7th day of the month in which the rent is due.

c. County prefers to receive claims for payment via an electronic format sent to: HHSA.AccountsPayable@yolocounty.org. All claims shall be submitted with any required supporting documentation accompanying the claim. If a claim contains confidential client information, the claim and supporting documentation must be encrypted for transmission.

Claims, with any required supporting documentation, may also be submitted via US Postal Service mail addressed to:

Health and Human Services Agency
137 North Cottonwood Street
Woodland, California 95695
Attention Accounts Payable.

D. Budgets

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2019-2020 October 15, 2019 through June 30, 2020
1	Monthly Rent Payments	$153,600
2	Start-Up Costs	$120,642.60
	Total	**$274,242.60**

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EXHIBIT B – METHOD OF PAYMENT AND BUDGET

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2020-21 July 1, 2020 through June 30, 2021
1	Monthly Rent	$230,400
	Total	**$230,400**

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2021-22 July 1, 2021 through June 30, 2022
1	Monthly Rent	$230,400
	Total	**$230,400**

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2022-23 July 1, 2022 through June 30, 2023
1	Monthly Rent (12 Merkley Units)	$280,800
2	Monthly Rent (10 Sal's Unit)	$233,670
3	Habitability Costs (Sal's unit)	$33,330
4	Paid To Asset Manager	$87,648
5	Extraordinary Maintenance/Emergency Repairs	$50,000
	Total	**$685,448**

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EXHIBIT B – METHOD OF PAYMENT AND BUDGET

Yolo County Housing Authority		
CalWORKs Housing Support		
	Cost Items	Fiscal Year 2023-24 July 1, 2023 through June 30, 2024
1	Monthly Rent (12 Merkley Units)	$280,800
2	Monthly Rent (10 Sal's Units)	$267,000
3	Monthly Rent (16 Tovar Units)	$358,800
4	Habitability Costs (Tovar)	$53,328
5	Paid To Asset Manager	$323,580
6	Indirect/Overhead/Administration, not to exceed 10% of Personnel Costs (Item 4)	$32,358
7	**Total**	**$1,315,866**

EXHIBIT C – INSURACNE REQUUIREMENTS

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements:

1. Minimum Scope of Insurance – Coverage shall be at least as broad as the latest version of the following:

a. Commercial General Liability: Insurance Services Office form CG 000. The policy shall not contain any exclusions contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for 1) Contractual liability such as ISO CG 24 26 or 21 29; or 2) cross liability or suits by one insured against another.

b. Automobile Liability: Insurance Services Office form CA 00 01, code 1- Any Auto or including Hired and Non-Owned vehicles.

c. Workers' Compensation and Employers' Liability: Workers' Compensation insurance as required by the State of California and Employers' Liability.

d. Professional Liability (Errors and Omissions) (If applicable, see below)

2. Minimum Limits (as applicable) - Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $2,000,000/occurrence and $4,000,000 annual aggregate or an aggregate of $2,000,000 that applies separately to this project (ISO CG 25 03 or 25 04).

b. Automobile Liability – $1,000,000 per accident for bodily injury and property damage

c. Professional Liability/Malpractice/Errors and Omissions –$2,000,000 per occurrence and annual aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, or other professional contractors, such as computer and software designers the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

3. Other Insurance Provisions

a. **Additional Insured Status** - The County, its officers, agents, employees and volunteers shall be named as additional insured on the CGL policy with respect to liability arising out of work or operations performed by or in behalf of the Contractor including, materials, parts, or equipment furnished in connection with such work or operations. Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 10 11 85 or if not available, through the addition of both CG 20 37 and one of the following: CG 20 10, CG 20 26, or CG 20 33). [NOTE: Evidence of additional insured is needed as a separate endorsement or comparable policy language due to wording on the certificate negating any additional coverage listed writing in the description box.]

b. Primary Coverage - The Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

c. Notice of Cancellation – Each insurance policy required above shall provide that coverage shall not be cancelled, except with notice to the County.

d. Waiver of Subrogation – Contractor hereby grants to the County a waiver of any right to subrogation which any insurer of said Contractors may acquire against the County by virtue of the payment or any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the County has received a waiver of subrogation endorsement from the insurer.

4. The limits of Insurance required in this Agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

5. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

6. The Contractor shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

7. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise approved by the County Risk Manager.

9. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

10. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original policies or endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide

complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this Agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the

E. Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/and or Contractor shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the Agreement prior to commencement of any work and General Contractor/and or Contractor will provide proof of compliance to the County of Yolo. (Coverage can be provided in the form or an endorsement to the Contractor's insurance (at least as broad as CG 20 38 for operations and CG 20 40 for completed operations).

F. Contractor shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event Contractor fails to obtain or maintain completed operations coverage as required by this Agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Health & Human Services 49.

Board of Supervisors **Service Centers**

Meeting Date:	06/06/2023
Brief Title:	Yolo Wayfarer Center Subsidized Employment 24-4
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Soua Moua, Interim Service Centers Branch Director, Health and Human Services Agency, x2702
Supervisorial District Impact:	Countywide

Subject

Approve Subsidized Employment Agreement No. SE 24-4 with Yolo Wayfarer Center in the amount of $16,500 for the period of July 1, 2023 through June 30, 2024 for the provision of training for California Work Opportunity and Responsibility to Kids (CalWORKs) clients. (No general fund impact) (Sullivan)

Recommended Action

A. Approve Subsidized Employment Agreement No. SE 24-4 with Yolo Wayfarer in the amount of $16,500 for the period of July 1, 2023 through June 30, 2024 for the provision of training for California Work Opportunity and Responsibility to Kids (CalWORKs) clients; and

B. Delegate authority to the Director of the Yolo County Health and Human Services Agency or her/his designee to1) exercise optional year extensions up to $16,500 per fiscal year for fiscal years 2024-25, 2025-26 and 2026-27 and 2) issue related option year notices. Please see Section 4. of Att. A. Agreement.

Strategic Plan Goal(s)

Thriving Residents

Reason for Recommended Action/Background

Subsidized employment provides employers with financial support for hiring CalWORKs clients in the Welfare-to-Work (WTW) program, with the goal of transferring the client to unsubsidized employment. Subsidized Employment is a critical component of the CalWORKs Program, in particular for assisting in meeting the WTW program requirements. Non-profit, private and public agencies contract with Yolo County to provide subsidized employment opportunities to our CalWORKs clients. These agencies act as the employer of record to provide work experience and training to our clients. Upon presentation of a properly documented claim, Yolo County reimburses the agency 100 percent of the wages and up to 10 percent administrative costs associated with the placements.

Under the Expanded Subsidized Employment (ESE) Program created under AB 74, eligible CalWORKs clients are placed for a maximum of six months, unless the county determines the client meets the requirements for an extension. Extensions may be granted no more than twice, in three month increments. Extensions may be granted if the additional time will increase the likelihood of either the client obtaining unsubsidized employment with the agency, or the client obtaining specific skills and experiences relevant for unsubsidized employment in a particular field. Placements are not to exceed a maximum of 12 months.

The purpose of the agreement with the Yolo Wayfarer Center is to accommodate placements and/or longer placement periods for Subsidized Employment Training for CalWORKs clients.

Collaborations (including Board advisory groups and external partner agencies)

County Counsel approved this Agreement as to form.

Competitive Bid Process/Vendor Performance

This is not a competitive bid process. A press release is used to solicit interested parties and Yolo Wayfarer Center responded to the press release. The press release is included as Attachment B.

Fiscal Information

Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure	
Total cost of recommended action	$16,500
Amount budgeted for expenditure	$16,500
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$16,500

Source of Funds for this Expenditure	
Federal/State	$16,500

Further explanation as needed

No general funds are required by this action. These services will be funded by Federal and State. The total amount of this action is $16,500 for the period of July 1, 2023 through June 30, 2024. The amount of $16,500 is included in the HHSA proposed budget for fiscal year 2023-24. The related funding will be included in the requested budget process for future fiscal years.

The following is the breakdown of funding for this agreement.

Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	**Total**
$16,500	**$16,500**

This agreement also includes 3 one-year optional extensions for Fiscal Year 2024-25; 2025-26 and 2026-27 in an amount less than or equal to $16,500 per fiscal year.

Option Year/ Fiscal Year (OY/FY)	Revised Agreement Expiration Date Per OY/FY	Maximum Increased Funding Amount Per OY/FY	Revised Agreement Lifetime Maximum Per OY/FY
OY/FY 2024-25	On or before June 30, 2025	Less than or equal to $16,500	Less than or equal to **$33,000**
OY/FY 2025-26	On or before June 30, 2026	Less than or equal to $16,500	Less than or equal to **$49,500**
OY/FY 2026-27	On or before June 30, 2027	Less than or equal to $16,500	Less than or equal to **$66,000**

In no event shall the term of the Agreement extend beyond June 30, 2027, nor shall the total contract maximum exceed the amount of $66,000, unless otherwise agreed to in writing by the parties and in conformity with the then-current County Procurement Policy.

Attachments

Att. A. Agreement
Att. B. Press Release

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/25/2023 05:49 PM
Financial Services	Matt Robertson	05/26/2023 08:39 AM
County Counsel	Hope Welton	05/26/2023 10:23 AM
Shapree Butler	Shapree Butler	05/26/2023 11:43 AM
Form Started By: Rebekah Heinberger		Started On: 05/19/2023 02:48 PM
Final Approval Date: 05/26/2023		

DocuSign Envelope ID: A987DC5B-ECDE-41DB-ACA7-E4ECE76252C6

AGREEMENT NO. _____
(Agreement to Participate in Welfare to Work – Subsidized Employment Program)

This Agreement ("Agreement") is made and entered into as of the last date signed below by and between the County of Yolo, a political subdivision of the State of California ("County"), and Yolo Wayfarer Center dba Fourth and Hope("Worksite"), collectively referred to as "the Parties" herein and who agree as follows:

WHEREAS, County has received grant funds from the Department of Health and Human Services Agency, Administration for Children and Families, Temporary Assistance for Needy Families, TANF, Catalog of Federal Domestic Assistance (CFDA) Number: 93.558 Social Security Act, Title IV, Part A, 42 U.S.C 601 et seq, administered by the State of California, to assist needy families with children so that children can be cared for in their own homes; to reduce dependency by promoting job preparation, work, and marriage; to reduce and prevent out-of-wedlock pregnancies; and to encourage the formation and maintenance of two-parent families; and

WHEREAS, County desires to retain a person or business to provide subsidized employment; and

WHEREAS, Worksite warrants that it is qualified and competent to provide subsidized employment.

NOW, THEREFORE, the Parties agree to the following:

1. SCOPE OF SERVICES:

Worksite agrees to provide all of the services, subject to the terms and conditions, set forth in this Agreement and in the following exhibits and attachments attached to and incorporated into this Agreement by this reference:

Exhibit A:	Subsidized Employment Training/Employment Plan
Exhibit B:	Claims and Reimbursement
Exhibit C:	Subsidized Employment Statement of Understanding
Exhibit D:	Subsidized Employment Evaluation
Exhibit E:	Participant Sexual Harassment Complaint Procedure
Exhibit F:	Definition of Terms
Exhibit G:	Instructions on How to Submit a Claim
Exhibit H:	Certification Regarding Debarment, Suspension and Other Responsibility Matters
Exhibit I:	Special Terms and Conditions for Federal Funds

In the event of any conflict between any of the provisions of this Agreement (including exhibits), the provision that requires the highest level of performance from Worksite for the County's benefit shall prevail.

2. FEES AND PAYMENT SCHEDULE:

The fees and payment schedule for furnishing services under this Agreement shall be based on the reimbursement rate set forth in **Exhibit B**. The fees shall remain in effect for the entire term of the Agreement. Worksite shall provide County with its Federal Tax I.D. number prior to submitting the first invoice.

3. MAXIMUM COST TO THE COUNTY:

In no event will the cost to County for the services provided under this Agreement exceed the maximum amount of **$16,500,** including gross wages, overhead and administration costs, which include direct non-salary expenses and Workers' Compensation costs. Of that maximum amount payable, overhead and administration costs may not exceed **$1,500**. The amount of this Agreement may be reviewed and increased with the written consent of County if placements warrant it.

DocuSign Envelope ID: A987DC5B-ECDE-41DB-ACA7-E4ECE76252C6

Fiscal Year 2023-24 July 1, 2023 through June 30, 2024	**Total**
$16,500	**$16,500**

4. TERM OF AGREEMENT:

A. This Agreement shall commence on **July 1, 2023** and shall terminate on **June 30, 2024**. Certificate(s) of Insurance must be current as of the Effective Date and, if scheduled to lapse prior to termination date, must be updated before final payment will be made to Worksite. The final invoice must be submitted within 30 days of completion of the stated scope of services or expiration of this Agreement, whichever is sooner.

B. At the County's option, this Agreement may be extended for three (3) additional twelve (12) month periods on the same terms and conditions as set forth in this Agreement upon written notice issued by the Yolo County Health and Human Services Agency Director, and/or her/his designee to the Worksite.

C. If the Agreement is extended pursuant to Paragraph 4.B. above, the maximum payment obligation to Worksite during the extension period shall not exceed $16,500 per additional extension year, for a maximum payment obligation of $66,000, as outlined below:

Option Year/ Fiscal Year (OY/FY)	**Revised Agreement Expiration Date Per OY/FY**	**Maximum Increased Funding Amount Per OY/FY**	**Revised Agreement Maximum Payment Obligation Per OY/FY**
OY/FY 2024-25	On or before June 30, 2024	Less than or equal to $16,500	Less than or equal to **$33,000**
OY/FY 2025-26	On or before June 30, 2024	Less than or equal to $16,500	Less than or equal to **$49,500**
OY/FY 2026-27	On or before June 30, 2024	Less than or equal to $16,500	Less than or equal to **$66,000**

5. PROVISION OF WORK ACTIVITY, EQUIPMENT AND MATERIALS

A. County will pay a wage subsidy to Worksite for providing a subsidized employment participant ("Trainee") with a subsidized paid opportunity to work. Worksite shall act as the employer of record for Trainee. Worksite must treat Trainee as a regular hire and treat him/her consistently with other employees.

B. Worksite shall provide each Trainee with the training set forth in the individually developed training/employment plan, and with the assistance to successfully acquire the skills and knowledge to function as a satisfactory employee.

C. During training, Worksite shall provide each Trainee:

i. Orientation to Worksite (conditions of work, employer expectations, rules, written grievance procedures, etc.), including but not limited to those items set forth in the Statement of Understanding developed for each Trainee;

ii. Reasonable and proper supervision and instruction regarding duties and work activity;

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iii. Safety instructions and equipment necessary for protection against injury and damage, in accordance with California Occupational Safety and Health Act of 1993 (Cal/OSHA) and child labor law guidelines;

iv. The same working conditions as current Worksite employees, such as rest and lunch periods; and

v. A safe and sanitary work environment.

D. Worksite agrees to:

i. Report Trainee's attendance and other information as may be requested by County in a timely manner on forms provided by County. Worksite understands that Trainee may not participate in the work activity more than the number of hours per week authorized by County. Hours worked will in no instance exceed 40 hours per week;

ii. Be available to confer with County on issues of mutual concern;

iii. Have Trainee perform duties at the training level;

iv. Provide each Trainee with sufficient meaningful work to occupy all of the time Trainee is assigned to Worksite;

v. Immediately report to County any injury a Trainee sustains while under the supervision of Worksite;

vi. Comply with all applicable labor laws;

vii. Be responsible for ensuring any Trainee employed by the Worksite completes any required employment form or other documentation as would be a normal and customary part of the employment process, in addition to all required forms and documentation required by County;

viii. Ensure that Trainee has not been an active employee of the Worksite in the 30 days prior to the effective date of this Agreement. By signing this Agreement, Worksite further certifies that no employee employed by Worksite was subject to lay-off or otherwise terminated for the express purpose of being re-employed under this Agreement. This program may only add to Worksite's workforce, not subsidize Worksite's current workforce; and

ix. Ensure Trainee is not involved in political, religious, lobbying or union activities while under supervision of Worksite.

DI. County agrees to:

i. Provide orientation to Worksite staff as to policies and procedures for Subsidized Employment program;

ii. Provide Worksite with a Subsidized Training/Employment Plan for each Trainee;

iii. Provide Worksite with emergency medical release forms signed by Trainee(s), parent, or legal guardian prior to any work assigned to or performed by Trainee(s); and

iv. Monitor each Trainee periodically for job readiness and, when appropriate, transition a Trainee to employment or other job training and development that best meets the needs of that Trainee and is consistent with the Subsidized Employment program.

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6. MONTHLY EVALUATIONS

Worksite shall submit to County no later than the 15th day of each month, a report evaluating each Trainee's progress during and through the preceding month, in the form attached as **Exhibit D** or on such other form as may be developed by the County.

7. WORKSITE DISCRETION

Worksite shall have the right to refuse to accept any Trainee for lawful reasons and the right to discontinue job training and development to any Trainee for good cause. Good cause includes, but is not limited to, failure by the Trainee to comply with the Worksite's employment rules and regulations; insubordination; and frequent absenteeism or tardiness. Worksite agrees that prior to terminating any Trainee, if requested by County, it shall submit the matter to an informal resolution process with County.

8. AVAILABILITY OF RECORDS

County through any authorized representative shall have access to and the right to examine, audit, excerpt and transcribe any books, documents, papers and records of Worksite that, in the opinion of the County, are related to the Worksite's provision of services to the Trainee pursuant to this Agreement. All such records must be kept and maintained for a period of not less than five (5) years after completion of the Agreement or until an audit is completed by the State of California or the United States Department of Labor or any other duly authorized Federal agency or department, and all questions arising there from are finally resolved, whichever is later. Final resolution means that all litigation related to this Agreement is completed.

9. MONITORING

County has the right to observe and monitor all conditions and activities involved in the performance of this Agreement. Worksite also understands and agrees that County staff has the right to make unannounced monitoring visits to Worksite's facility to observe and monitor all conditions and activities involved in the performance of this Agreement.

10. NEPOTISM

No relative by blood, adoption or marriage of any executive or employee of the Worksite or County will receive more favorable treatment when considered for work experience/community service training by Worksite.

11. TERMINATION

A. Either party may terminate this Agreement for any reason by providing 10 days' prior written notice of termination to the other party.

B. The County may immediately terminate this Agreement if:

- **i.** By any cause, Worksite fails to fulfill any of its obligations under this Agreement, including, but not limited to, the applicable Federal suspension and debarment requirements of Exhibit H;
- **ii.** Worksite violates any provision of this Agreement;
- **iii.** The Subsidized Employment Program under which this Agreement is made is terminated; or

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iv. Worksite is unable or unwilling to comply with such additional conditions as may be applied by the State of California and the United States Department of Labor to the grant under which this Agreement is made.

C. The County may immediately terminate a Subsidized Employment plan if, through any eligibility review or verification process required by the applicable regulations, a Trainee is found to be ineligible for participation for any reason.

D. The termination of this Agreement shall not relieve Worksite of liability to County for any damages sustained by the County by virtue of any breach of this Agreement by Worksite, and County may offset any such damages against any reimbursement or payments otherwise due Worksite pursuant to this Agreement or any other agreement(s) or obligations. County may also take any corrective action as otherwise provided by State or Federal laws and regulations.

12. INDEPENDENT WORKSITE STATUS

A. It is specifically agreed that in the making and execution of this Agreement, Worksite and any agents and employees of Worksite are independent contractors and are not and shall not be construed to be agents or employees of the County and that Worksite shall have no authority, expressed or implied, to act on behalf of County or to bind County to any obligation whatsoever.

B. As an independent contractor, Worksite is not subject to the direction and control of County except as to the final result contracted for under this Agreement. County may not require Worksite to change Worksite's manner of doing business but may require redirection of efforts to fulfill this Agreement.

C. Worksite may provide services to others during the same period Worksite provides service to County under this Agreement.

D. Any third persons employed by Worksite shall be under Worksite's exclusive direction, supervision and control. Worksite shall determine all conditions of employment including hours, wages, working conditions, discipline, hiring and discharging or any other condition of employment.

13. ASSIGNMENT; SUBCONTRACTING

No performance of this Agreement or any portion thereof may be assigned or subcontracted by Worksite without the express written consent of County, and any attempt by Worksite to assign or subcontract any performance of this Agreement without consent shall be null and void and shall constitute a breach of this Agreement.

14. NON-DISCRIMINATION IN SERVICES AND BENEFITS

A. Worksite agrees that it will provide services under this Agreement without discrimination based on medical condition, genetic information, marital status, gender, gender identity, gender expression, color, race, creed, national origin, religion, sex, age, sexual orientation, physical or mental disability or military and veteran status in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer, and that it will not deny a trainee any service or benefit, or subject a trainee to segregation or treatment separate or different in any way from that provided to other participants under this Agreement based on medical condition, genetic information, marital status, gender, gender identity, gender expression, color, race, creed, national origin, religion, sex, age, sexual orientation, physical or mental disability or military and veteran status.

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B. Worksite acknowledges that it has received, read and understood the County's Participant Sexual Harassment Complaint Procedure and further agrees to participate in those procedures should any complaints be presented as set forth in **Exhibit E**.

15. INDEMNIFICATION; INSURANCE

A. Worksite shall defend, indemnify and hold the County harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from Worksite's operations or the performance of this Agreement, with the exception of, and in proportion to, matters that are based upon the negligent or intentional acts or omissions of the County, its officers, agents, employees or volunteers. The County shall defend, indemnify and hold Worksite harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this Agreement, in proportion to, and to the extent that they are based upon, the negligent or intentional acts or omissions of the County, its officers, agents, employees or volunteers; provided, however, that the County's obligations hereunder shall not extend to or include any claims or other matters based in whole or in part upon any act or omission of the County, its officers, agents, employees or volunteers in selecting, supervising or retaining Worksite.

B. During the term of this Agreement, Worksite shall at all times maintain, at its expense, the following coverages and requirements. The commercial general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. Commercial General Liability – $1,000,000/occurrence and $2,000,000/aggregate

b. Automobile Liability – $1,000,000/occurrence (general) and $500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. Professional Liability/Malpractice/Errors and Omissions – $1,000,000/occurrence and $2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this insurance. If not, then this requirement automatically does not apply.)

d. Workers' Compensation – Statutory Limits/Employers' Liability - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages. It shall be a requirement under this agreement that any available insurance proceeds broader than or in excess of the specified minimum Insurance coverage requirements and/or limits shall be available to the Additional Insured. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of coverage of any Insurance policy or proceeds available to the named Insured; whichever is greater.

a. The Additional Insured coverage under Worksite's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

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b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Worksite changes insurance carriers Worksite shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that Worksite changes to a new carrier prior to receipt of any payments due.

4. Worksite shall declare all aggregate limits on the coverage before commencing performance of this Agreement, and the County's Risk Manager reserves the right to require higher aggregate limits to ensure that the coverage limits required for this Agreement as set forth above are available throughout the performance of this Agreement.

5. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

6. Each insurance policy shall be endorsed to state that coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after 30 days' prior written notice by certified mail, return receipt requested, has been given to the Director (10 days for delinquent insurance premium payments).

7. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A: VII, unless otherwise approved by the County Risk Manager.

8. The policies shall cover all activities of Worksite, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

9. For any claims relating to this Agreement, the Worksite's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Worksite's liability insurance policy.

10. Worksite shall waive all rights of subrogation against the County, its officers, employees, agents and volunteers.

C. Prior to commencing services pursuant to this Agreement, Worksite shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Worksite shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

D. During the term of this Agreement, Worksite shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its

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behalf. Upon County's request, Worksite shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

E. Worksite shall maintain insurance as required by this Agreement to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the expiration of this Agreement. In the event Worksite fails to obtain or maintain completed operations coverage as required by this Agreement, County at its sole discretion may purchase the coverage required and the cost will be paid by Worksite.

F. County shall provide accident insurance coverage to cover Trainee's medical costs arising from an accident occurring at the Worksite. Coverage will be limited to the terms of that policy.

16. COMPLIANCE WITH APPLICABLE LAWS

Worksite shall comply with all applicable laws, decisions, statutes, regulations, ordinances, policies and procedures of the United States, the State of California, and local governments.

17. NOTICES

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Worksite at their respective addresses as follows:

Worksite:	**County:**
Attn: Doug Zeck, Executive Director Yolo Wayfarer Center P.O. Box 1248 Woodland, CA 9576	Attn: Nolan Sullivan, Director Health and Human Services Agency 137 North Cottonwood Street Woodland, CA 95695

B. In lieu of written notice to the above addresses, any party may provide notices through the use of email provided the following email addresses are used:

Worksite:	**County:**
dzeck@fourthandhope.org	Contracts Unit: HHSAContracts@YoloCounty.org Contract Administrator: jo.wolz@yolocounty.org

C. Any party may change the address or email address to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15) calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

18. SUCCESSORS

This Agreement shall inure to the benefit and bind successors of each of the Parties.

19. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Worksite affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Worksite and to bind Worksite

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to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Worksite and Worksite understand that the County is relying on this representation in entering into this Agreement.

20. FRAUD AND ABUSE

Worksite shall establish management procedures which ensure that County is notified within 24 hours of any suspected or proven fraud, abuse, or criminal acts involving training funds or training funded activities.

21. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected thereby, if such remainder would then continue to conform to terms and requirements of applicable law.

22. WAIVER

Waiver of breach of any provision of this agreement will not be deemed a waiver of any other breach of the same or different provision.

23. ALTERATION TO AGREEMENT

No alteration or variation of the terms of this Agreement shall be valid and/or binding unless made in writing and signed by the Parties hereto.

23. ENTIRE AGREEMENT

A. This Agreement constitutes the entire agreement between County and Worksite and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the Parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the Parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

B. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State Court located in Woodland, California.

Signatures Follow

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IN WITNESS WHEREOF, the Parties have executed this Agreement as of the day and year last set forth below.

WORKSITE

DocuSigned by:

By_____
7AF283AECFBE43C...
Doug Zeck, Executive Director
Yolo Wayfarer Center

Date: 5/18/2023

COUNTY OF YOLO

By_____
Oscar E. Villegas, Chair
Board of Supervisors

Date:_____

DocuSigned by:

Nolan Sullivan 5/22/2023
D196B33D5DAB46E...
Nolan Sullivan, Director Date
Health and Human Services Agency

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By_____
Deputy (Seal)

Approved as to Form (04/2023):
Philip J. Pogledich, County Counsel

By Hope P. Welton
Hope P. Welton, Senior Deputy

For Internal DocuSign Processing Only:

1. Approved at BOS Meeting DS

2. BOS Clerk Reviewed/Approved for Routing to Chair

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EXHIBIT A
SUBSIDIZED EMPLOYMENT TRAINING/EMPLOYMENT PLAN

Reference Agreement No.: _____ **Date of Plan:** _____

SPECIFIC PROVISION

1. Trainee Name: _____
2. Name of Worksite: _____
3. Address of Worksite: _____
4. Telephone Number of Worksite: _____
5. Training Position/Job Title: _____
6. Period of Training: Beginning: _____ Ending: _____
7. Days Per Week: _____ Hours Per Day: _____ Maximum Number of Hours: _____

ELEMENTS OF TRAINING/EMPLOYMENT

1. _____
2. _____
3. _____
4. _____
5. _____
6. _____
7. _____

WORKSITE agrees to teach basic work habits and the elements of employment listed above. It is understood that all work performed is part of the Subsidized Employment employee's ongoing training.

WORKSITE:

Signature of Supervisor: _____

Signature of Alternate Supervisor: _____

Name of Supervisor: _____

Name of Alternate Supervisor: _____

HEALTH AND HUMAN SERVICES AGENCY:

Signature of Employment Specialist: _____

Name of Employment Specialist: _____

Signature of HHSA Manager/Supervisor: _____

Name of HHSA Manager/Supervisor: _____

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EXHIBIT B
CLAIMS AND REIMBURSEMENT

A. Salary Match

1. The worksite must provide a match of participant salaries, as negotiated with HHSA staff;

2. Worksite shall, during the term of this Agreement, be reimbursed up to 100 percent of the Subsidized Employee(s) Trainee Wages, after satisfactorily completing the responsibilities as prescribed in this Agreement and submitting all required documentation including the timely submission of a complete, correct, and approved invoice documenting the requested Reimbursement.

Worksite shall, during the term of this agreement, be responsible for contributing a minimum of zero percent towards the Subsidized Employee(s) Trainee Wages. Documentation is required and must be submitted timely and accurately, as prescribed in this Agreement, for wage reimbursement to be processed.

3. Ineligible sources of match include but are not limited to:

a. Federal funding

b. Funding used as a match to any federal funding

a. Other Employee wages

b. Employment related taxes, including Payroll Taxes

c. Fringe Benefits

4. Worksite shall comply with the terms and conditions set forth in the Contract Administration Manual for Community Based Organizations (CBO) and Accounting Handbook for CBO which can be found at https://www.yolocounty.org/home/showpublisheddocument?id=3247. Costs must be supported with the appropriate documentation and in accordance with Accounting Handbook for Community-Based Organizations, Section D, Allowable Costs, and Section E, Indirect Costs. Please refer to the Accounting Handbook for CBO, Section D, Allowable Costs, and Section E, Indirect Costs, for further claiming detail.

5. County reserves the right to cap the Wages; Worksite will be notified in writing of the maximum amount of the cap.

6. County is not liable for the payment of any taxes resulting from this Agreement however designated, levied, or imposed, unless County would otherwise be liable for the payment of such taxes in the course of its normal business operation.

B. CLAIMS

1. For each Subsidized Employee Trainee working for Worksite under this Agreement, Worksite shall submit a monthly claim for reimbursement by the 10th of each month, for the prior month's subsidized employment, by submitting an itemized invoice, using a claim form as specified by the County. Worksite may request a current claim form by emailing

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HHSA.AccountsPayable@yolocounty.org. On the date the May invoice is due, Worksite must also submit an estimated June invoice. An invoice for the actual June expenditures shall be due to the County no later than July 10. The bill will include all expenditures for which warrants have been issued prior to July 1. This billing approved and paid shall constitute full and complete compensation to Worksite for the current fiscal year. Any remaining amount in the current fiscal year shall not roll over to the next fiscal year. Worksite shall also submit a final statement of all services rendered to the County for each fiscal year by July 10.

2. Worksite shall submit with each invoice payroll records providing verification of employment hours, wages, employer-paid payroll taxes, and other payroll costs paid during the billing period. Payroll records shall include copies of payroll summaries including date, name, hours, net amount, taxes withheld, total deductions, total pay, employer taxes, total cost, check number, and copies of weekly time records for each employee working for Worksite under this Agreement. County will not honor invoices without payroll verification.

3. Worksite is responsible for maintaining back up documentation containing line item expenses(s) for:

i. supervisory costs claimed for each employee who provided supervision to the Subsidized Employee Trainee(s).
ii. for employee training costs claimed, documentation evidencing the expenditure(s).

4. County reserves the right to require Worksite to submit, subsequent to invoice submission, copies of supporting or supplemental documentation related to any and all expenses identified on the invoice.

5. County shall render payment to Worksite, as stated above, within 30 days of receipt of a complete, correct, and approved invoice with supporting records.

6. County reserves the right to disallow any claim filed more than 25 days following the month Subsidized Employee Trainee costs are incurred. County additionally reserves the right to disallow any claim filed for the month of June if such claim is not filed on or before July 10 as prescribed above in section B(1) of this Exhibit.

7. Should County, or the state or federal government, disallow any amount claimed by Worksite, Worksite shall reimburse County, or the state or federal government, as directed by County, or the state or federal government, for such disallowed cost.

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EXHIBIT C
SUBSIDIZED EMPLOYMENT STATEMENT OF UNDERSTANDING

The purpose of this Agreement is to provide an understanding and clarification of the Subsidized Employment Program and the responsibilities of Yolo County Health and Human Services Agency and (Worksite).

The Subsidized Employment period is from through whereby the worksite supervisor will train _____ (Employee) as a (n) _____ (Job Title).

The following company policies and procedures have been discussed:

		Yes	No
1.	Employment job description/duties	☐	☐
2.	Work day (time in/out)	☐	☐
3.	Time card policy	☐	☐
4.	Break periods (when, where, length)	☐	☐
5.	Lunch periods (when, where, length)	☐	☐
6.	Absence and tardiness policy	☐	☐
7.	Name of immediate supervisor	☐	☐
8.	Worker's Compensation	☐	☐
9.	Safety regulations	☐	☐
10.	Equipment, tools, supplies	☐	☐
11.	Dress code	☐	☐
12.	Evaluation procedures	☐	☐
13.	Warning notices, terminations	☐	☐
14.	Grievance procedures	☐	☐

_____ _____
Subsidized Employment Participant Date

_____ _____
Worksite Supervisor Date

_____ _____
HHSA Staff Date

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EXHIBIT D
SUBSIDIZED EMPLOYMENT EVALUATION

Employee: _____
Position: _____
Worksite: _____

Area of Effectiveness	Above Average	Average	Needs Improvement
Quality of Work			
Work Attitude			
Task Completion			
Following Directions			
Accepting Responsibility			
Judgment/problem solving			
Progress in training/employment			
Cooperation/getting along with others			
Appearance			
Attendance			
Learning & Retention Ability			

Do you feel that this trainee can continue to benefit from being on this worksite?

_____
_____

Additional Comments:

_____
_____
_____
_____
_____
_____

_____ _____
Supervisor Signature Date

_____ _____
Subsidized Employment Employee Signature Date

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EXHIBIT E
PARTICIPANT SEXUAL HARASSMENT COMPLAINT PROCEDURE

Background Information: This procedure is a guide for the staff of the Yolo County Health and Human Services Agency (HHSA) to follow when a program participant reports a sexual harassment complaint against a person at the assigned work/training site.

Sexual Harassment Definition: Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when: 1) Submission to such conduct is made either explicitly or implicitly a term of or condition of an individual's employment, 2) Submission to or rejection of such conduct by an individual is used as the basis for employment decisions, affecting such individual, or 3) Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile, or offensive environment.

Participant Report: When a participant report verbally or in writing to a HHSA case manager or a case manager suspects a participant has been or is being harassed, whether physical or verbal, by a person at an assigned work/training site the case manager will pull the participant from the site until a resolution is determined and notify the division supervisors and managers.

Good sound judgment should be used in each instance to insure the safety and confidentiality of the individuals involved.

Note: If the sexual harassment allegation is made against a HHSA employee, the allegation must be reported to the Employment and Transitional Services (ETS) Division Manager or an ETS Program Supervisor.

The HHSA supervisor will identify all participants reporting to the site supervisor/trainer in question and notify the appropriate case managers to remove those participants from the site until a resolution is reached.

Note: New placements with the site supervisor/trainer in question should not be considered until a resolution is reached.

Participant Interview: The HHSA supervisor will interview the participant no later than 14 days from the date of the complaint and discuss the nature of the allegation(s) with the participant, making sure to ask where the alleged harassment took place, the site person involved, and the type and nature of the harassment.

The HHSA supervisor will interview the other participant(s) reporting to the site supervisor/trainer in question to determine if they experienced harassment, whether physical or verbal, or witnessed harassment, whether physical or verbal, of other participants or employees.

Site Interview: The HHSA supervisor will contact the supervisor responsible for the site supervisor/trainer in question to discuss the allegation(s), determine if the site has a Sexual Harassment Policy, if that policy will be implemented in this instance, and request notification regarding the outcome of the site's investigation.

If the supervisor responsible for the site supervisor/trainer in question requests a meeting with the participant, then the HHSA supervisor will arrange a meeting, be present during the meeting, and document the meeting and any action taken to resolve the allegation(s)

Resolution: Non-valid and valid allegation(s)

1. **Non-valid allegation(s):** If it is determined that the allegations are not valid, the HHSA supervisor will notify the HHSA case manager(s) that the participant(s) can return to the work/training site. If the participant that filed, the original complaint does not choose to return to the site the HHSA case manager will work with the participant to develop a new work/training site.

2. **Valid allegation(s):** If it is determined that the allegations are valid the HHSA supervisor must have written communication from the site stating that the issue has been resolved prior to returning any current or future participants to the work/training site and verify that the site supervisor/trainer in question will not oversee any participant(s). If the site fails to provide a written resolution, then the HHSA Division Manager will provide a written notification stating that neither current participants nor future participants will be placed at the work/training site. If the participant(s) choose not to return to the site, the HHSA case manager(s) will work with the participant(s) to develop a new work/training site.

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EXHIBIT F
DEFINITION OF TERMS

A. CalWORKs – California Work Opportunity and Responsibility to Kids. This program replaced Aid For Dependent Children ("AFDC") in 1997 as part of California's response to federal welfare reform, to bring California's welfare system into compliance with the provisions of the federal welfare reform legislation known as the Personal Responsibility and Work Opportunity Reconciliation Act of 1996, which was signed into law on August 22, 1996.

B. Employee(s) – A person that is eligible and currently participating in the CalWORKs program, or a person qualifying under the Needy Families definition, and is referred by County, or is self-referred, to Worksite, subsequently employed by Worksite and for whom Worksite will submit a claim, or claims, for reimbursement under this Subsidized Employment agreement.

C. Employer of Record – The Worksite who employs Employee(s) and is thereby responsible for all legal obligations and liabilities imposed on an employer as a result of the employment relationship with employee(s).

D. Employer-Paid Payroll Taxes – Payroll related taxes that are the obligation of the Worksite and are not deducted from the Employee(s)'s compensation. These include employer paid Federal Insurance Contribution Act (FICA) taxes (such as Social Security and Medicare), and Unemployment Insurance. The determination of whether any other particular payment of money qualifies as Employer-Paid Payroll Taxes shall be made by County in its sole discretion.

E. Fringe Benefits – The Worksite's monetary contributions for health insurance, vision insurance, and/or dental insurance for Employee(s), as well as any other nonwage payment or benefits provided to Employee(s) not qualifying as Other Payroll Costs. Fringe Benefits are not reimbursable to the Employer.

F. Needy Families – Those families not receiving aid under CalWORKs in which a minor child is living with a parent or adult relative caregiver and the family's income is less than 200 percent of the official federal poverty level (FPL) guidelines applicable to the family size.

G. Other Payroll Costs – The Worksite's monetary contributions for workers' compensation insurance premiums. The determination of whether any other nonwage payment or benefit provided to or on behalf of the Employee(s) qualifies as an Other Payroll Cost shall be made by County in its sole discretion.

H. TANF – Temporary Assistance for Needy Families.

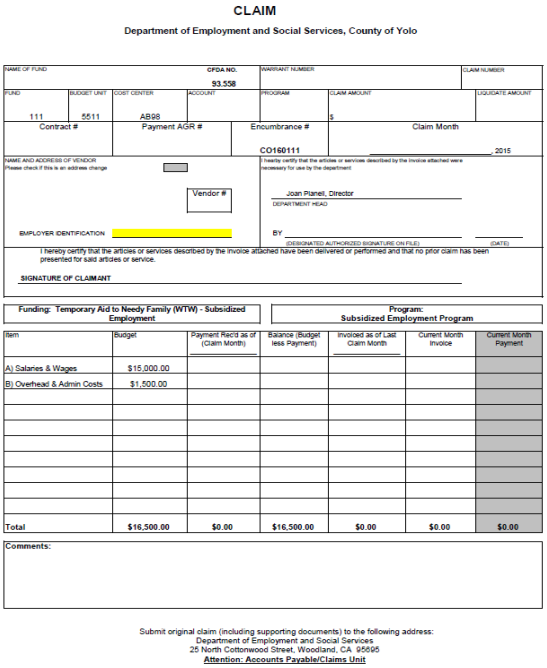
I. Unsubsidized Employment or Unsubsidized Employee(s) – The Employer of Record is not reimbursed for any portion of the Employee(s)'s Wages. This includes Employee(s) as defined in section B above for whom reimbursement is not provided as well as any and all other Worksite's employees.

J. Wages – The gross amount of money received by Employee(s) for labor performed by Employee(s), whether the amount is fixed or ascertained by the standard of time, piece, commission basis, or other method of calculation. Wages shall not include any Employer Paid Payroll Taxes, Fringe Benefits for Employee(s), or Other Payroll Costs. The determination of whether any particular payment of money to Employee(s) qualifies as Wages shall be made by County in its sole discretion.

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EXHIBIT G
INSTRUCTIONS ON HOW TO SUBMIT A CLAIM

Step 1: Completing Claim Form



CLAIM

Department of Employment and Social Services, County of Yolo

NAME OF FUND			CFDA NO. 93.558	WARRANT NUMBER		CLAIM NUMBER
FUND	BUDGET UNIT	COST CENTER	ACCOUNT	PROGRAM	CLAIM AMOUNT	LIQUIDATE AMOUNT
111	5511	AB98			$	
Contract #		Payment AGR #	Encumbrance # CO160111		Claim Month _____ 2015	

NAME AND ADDRESS OF VENDOR
Please check if this is an address change ☐

Vendor #

EMPLOYER IDENTIFICATION

I hearby certify that the articles or services described by the invoice attached were necessary for use by the department

Joan Planell, Director
DEPARTMENT HEAD

BY _____ _____
(DESIGNATED AUTHORIZED SIGNATURE ON FILE) (DATE)

I hereby certify that the articles or services described by the invoice attached have been delivered or performed and that no prior claim has been presented for said articles or service.

SIGNATURE OF CLAIMANT

Funding: Temporary Aid to Needy Family (WTW) - Subsidized Employment	Program: Subsidized Employment Program

Item	Budget	Payment Rec'd as of (Claim Month)	Balance (Budget less Payment)	Invoiced as of Last Claim Month	Current Month Invoice	Current Month Payment
A) Salaries & Wages	$15,000.00					
B) Overhead & Admin Costs	$1,500.00					
Total	$16,500.00	$0.00	$16,500.00	$0.00	$0.00	$0.00

Comments:

Submit original claim (including supporting documents) to the following address:
Department of Employment and Social Services
25 North Cottonwood Street, Woodland, CA 95695
Attention: Accounts Payable/Claims Unit

1. Enter the Gross Wages that you are claiming in row A under the Current Month Invoice column

2. Take 10% of the amount entered in row A and enter that amount in row B under the Current Month Invoice column

    a) For example: You're claiming $200 in Salaries & Wages (row A). You will claim $20 in Overhead & Admin Costs (row B).

Step 2: Attach Supporting Documents

1. Attach participant/employee time card or timesheet

2. Attach documentation showing the amount paid to the participant/employee (i.e. paystubs or payroll printout)

Step 3: Submit Claim Form

1. Submit your completed claim form and supporting documents to

    Yolo County Health and Human Services Agency
    Attn: Accounts Payable
    137 North Cottonwood Street
    Woodland, CA 95695

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EXHIBIT H
CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS

1. Worksite shall comply with all applicable laws, decisions, statutes, regulations, ordinances, policies and procedures of the United States, the State of California, and local governments.

2. Worksite must have a Unique Entity ID number generated by System for Award Management (SAM) and must maintain active and current profiles in the SAM system at www.sam.gov.

3. By signing this Agreement, Worksite agrees to comply with applicable Federal suspension and debarment regulations including, but not limited to, 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

4. By signing this Agreement, Worksite certifies to the best of its knowledge and belief, that it and its principals:

   a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

   b. Have not within a three-year period preceding this application/proposal/ agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

   c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph 2 herein;

   d. Have not within a three-year period preceding this application/proposal/ agreement had one or more public transactions (Federal, State or local) terminated for cause or default;

   e. Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State; and

   f. Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

   g. If Worksite is unable to certify to any of the statements in this certification, Worksite shall submit an explanation to County and County shall have the option of terminating this Agreement immediately or at any time thereafter, upon giving Worksite written notice of such termination, if the explanation is not found satisfactory by the County in its sole discretion.

   h. The terms and definitions in this Agreement have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

   i. If Worksite knowingly violates this certification, in addition to other remedies available to the Federal Government, the County may terminate this Agreement at any time upon giving Worksite written notice of such termination.

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CERTIFICATION

I am aware of the requirements and certify Worksite is in compliance with the EXHIBIT H.

WORKSITE

By: DocuSigned by: 7AF283AECFBF43C...

Doug Zeck, Executive Director
Print Name/ Title

Yolo Wayfarer Center
Firm Name

5/18/2023
Date

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EXHIBIT I
SPECIAL TERMS AND CONDITIONS FOR FEDERAL FUNDS

1. NO OBLIGATION BY THE FEDERAL GOVERNMENT

The Federal Government is not a party to this contract and is not subject to any obligations or liability to the County, Contractor, or any other party pertaining to any matter resulting from this contract.

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

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

3. SUSPENSION AND DISBARMENT:

a. This Agreement is a covered transaction for purposes of 2 CFR Part 180 and 2 CFR Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR §180.995), or its affiliates (defined at 2 CFR §180.905) are excluded (defined at 2 CFR §180.940) or disqualified (defined at 2 CFR §180.935).

b. The Contractor must comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

c. This certification is a material representation of fact relied upon by the County. If it is later determined that the Contractor did not comply with 2 CFR Part 180, Subpart C and 2 CFR Part 3000, Subpart C, in addition to remedies available to (name of sub-awarding State agency, if applicable), and County, the Federal Government may pursue available remedies, including but not limited to suspension and/or disbarment.

d. The Contractor agrees to comply with the requirements of 2 CFR Part 180, Subpart C and 2 CFR Part 3000 Subpart C throughout the period of this contract. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

County Press Releases

Subsidized Employment Program: An Opportunity for Employers and Job Seekers

Post Date: 07/27/2016 3:20 PM

Press Release

(Woodland, CA) – Yolo County has been working with employers to provide new job opportunities through the Subsidized Employment Program. The program, administered through the Health & Human Services Agency, incentivizes local employers by cutting employment costs when hiring Yolo County residents, while also assisting eligible low-income job seekers otherwise unable to find employment.

The Subsidized Employment Program reimburses participating employers eligible employee wages and unemployment insurance costs for up to a year. This reimbursement is made possible through the CalWORKs Employment Services Program. Jobs made available through the program are not meant to displace current employees and may be, but are not limited to, entry-level positions. While the Yolo County Health & Human Services Agency provides potential employee applicants to participating employers, the employer is fully in control of deciding who to hire. The employer is also responsible for providing supervision and training.

Since the inception of the program, nearly 30 employers have qualified for the Subsidized Employment Program and are working directly with Yolo County to train, hire and, as a result, help get eligible low-income residents back into the working "mainstream" of the community.

"One of Yolo County's strategic goals is Thriving Residents, which includes providing services and opportunities that help residents achieve and maintain self-sufficiency," said Yolo County Health & Human Services Director Karen Larsen. "The Subsidized Employment Program not only assists with employment opportunities – a challenge still for many – it also helps our local businesses expand their capacity and bolsters our local economy."

For more information on the Subsidized Employment Program, call (916) 375-6252 or (530) 661-4311.

Return to full list >>

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Consent-Law & Justice Services 50.
Board of Supervisors **Probation**
Meeting Date: 06/06/2023
Brief Title: SCOE Contract for Day Reporting Center Services
From: Dan Fruchtenicht, Chief Probation Officer, Probation Department
Staff Contact: Beth Gabor, Manager of Operations & Strategy, Probation, x5303
Supervisorial District Impact: Countywide

Subject
Approve agreement with the Sacramento County Office of Education to provide re-entry services through the Yolo County Day Reporting Centers for the period of July 1, 2023 to June 30, 2026 for a total contract amount not to exceed $2,616,763.84. (No general fund impact) (Fruchtenicht/Gabor)

Recommended Action

A. Approve agreement (Attachment A) with the Sacramento County Office of Education (SCOE) to provide re-entry services through the Yolo County Day Reporting Centers (DRC) for the period of July 1, 2023 to June 30, 2026 for a total contract amount not to exceed $2,616,763.84; and

B. Authorize the Chair to sign the agreement.

Strategic Plan Goal(s)

Thriving Residents

Safe Communities

Reason for Recommended Action/Background
Since 2013, Yolo County has contracted with the Sacramento County Office of Education (SCOE) to provide re-entry services for County probationers and State parolees. These services are provided through Day Reporting Centers (DRC) in Woodland and West Sacramento, and the Yolo County Jail, with the goal of reducing recidivism by successfully reintegrating offenders back into the community.

With the current contract for DRC services ending on June 30, 2023, the Community Corrections Partnership (CCP) formed an ad hoc subcommittee on February 14, 2022 to develop a Request for Proposals (RFP). The DRC RFP Ad Hoc Subcommittee, made up of representatives from the Sheriff's Office, Probation Department and Health & Human Services Agency, met multiples times over the summer and prepared an RFP (excerpt found in Exhibit A of the Agreement) which was released on September 12, 2022. Five prospective agencies expressed interest and ultimately three proposals were submitted. Proposals were evaluated by representatives from the Probation Department, Sheriff's Office, District Attorney's Office and Health & Human Services Agency. Based on the collective scores of those evaluations, SCOE was selected as the next provider of DRC services.

Representatives from the Probation Department and the Sheriff's Office then worked with SCOE to refine the Scope of Work (found in Exhibit B of the Agreement) to outline expectations, roles and responsibilities in providing DRC services. Of note, operational changes (some of which have already been implemented) in the new contract include:

- Growth/expansion of in-custody services, i.e., 14 hours/week of re-entry planning; Spanish-speaking services, parenting programs

- Virtual service options for participants unable to physically attend the DRC
- After-hours programming
- Expansion of services for Spanish-speaking participants with the goal of offering high-need programs in Spanish vs. utilizing interpretation services
- Use of and provision of County user accounts for Apricot database to increase data transparency
- Bi-lingual electronic participant sign-in system for confidentiality and real-time status alerts for Probation Officers

The parties also refined the budget for the new contract period (found in Exhibit B of the Agreement) which provides a comparison of the current contract and future fiscal years line items. For the last five years, SCOE's total budget amount remained at $620,000 for each year. While the new contract budget for year 1 results in a 31% increase at $810,210, that should be viewed in the context that there were no inflation escalations in the last five years. Going forward, SCOE has factored in an approximate 7% annual inflation escalator. Additionally, the new budget reflects an increase in the number of participants and the costs to provide sub-contracted and Court-ordered programs such as Batterer Intervention, Driving Under the Influence and Substance Use Disorder, which have increased markedly. Finally, it should be noted that while the budget outlines maximum anticipated costs, SCOE is ultimately only reimbursed for actual costs.

During its April 10, 2023 meeting, the CCP approved SCOE's Scope of Work and Budget for inclusion in a new contract for DRC services, starting July 1, 2023, and voted to refer the Agreement to the Board of Supervisors for approval.

Collaborations (including Board advisory groups and external partner agencies)
Community Corrections Partnership
Procurement
County Counsel

Competitive Bid Process/Vendor Performance
Request for Proposals (RFP) Service Requested: Adult Day Reporting Center

Evaluation Criteria Included in RFP

- General Requirements (15 points)
- Programming Requirements (20 points)
- Operational Requirements (20 points)
- Program Requirements (20 points)
- Reporting Requirements (20 points)
- Program Outcomes and Evaluation (25 points)
- Experience and Personnel (15 points)
- Budget (15 points)

Bids Received

Bidder	Bid
Sacramento County Office of Education	$3,666,105
Leaders in Community Alternatives	$4,798,402
GEO Reentry Services, LLC	$1,934,208

Vendor Performance
The Probation Department confirms SCOE has performed satisfactorily on the current agreement.

Fiscal Information
Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$2,616,764
Amount budgeted for expenditure	$2,616,764
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure

General Fund	$0
CCP	$2,616,764

Further explanation as needed

SCOE Day Reporting Center Services Annual Budget			
FYs 2017-2023	**FY 2023-24**	**FY 2024-25**	**FY 2025-26**
$620,000	$810,210	$870,814	$935,739

Note: SCOE's budget for the past five years has been $620,000 annually. While the new contract budget starts with a 31% increase at $810,210 in year 1, that should be viewed in the context that there were no inflation escalations in the last five years. Going forward, SCOE factored in a 7% annual inflation escalator. Additionally, the new budget reflects an increase in the number of participants and the costs to provide subcontracted and Court-ordered programs such as Batterer Intervention, Driving Under the Influence and Substance Use Disorder, which have increased markedly. Finally, while the budget outlines maximum anticipated costs, SCOE is ultimately only reimbursed for actual costs.

Attachments

Att. A. Agreement

Form Review

Inbox	Reviewed By	Date
Danin Fruchtenicht	Danin Fruchtenicht	05/10/2023 10:35 AM
John Rowe	John Rowe	05/12/2023 11:26 AM
Danin Fruchtenicht	Danin Fruchtenicht	05/16/2023 10:19 AM
Financial Services	David Estrada	05/23/2023 02:49 PM
County Counsel	Hope Welton	05/23/2023 03:32 PM
John Rowe	John Rowe	05/25/2023 04:47 PM
Form Started By: Beth Gabor		Started On: 04/06/2023 03:16 PM
Final Approval Date: 05/25/2023		

AGREEMENT NO. __-___
(Agreement for Day Reporting Center Services)

THIS AGREEMENT ("Agreement") is made and entered into this 6th day of June, 2023, by and between the County of Yolo, a political subdivision of the State of California ("County") and Sacramento County Office of Education, a political subdivision of the State of California ("SCOE" or "Contractor").

W I T N E S S E T H

WHEREAS, the County is authorized by Government Code Section 23004 to make contracts as necessary for the exercise of its powers; and

WHEREAS, the County is authorized by Government Code Section 31000 to contract with persons specially trained, experienced, expert and competent to perform special services such as day reporting center (DRC) services; and

WHEREAS, the 2011 Public Safety Realignment encompassed in Assembly Bill 109 redefines many felonies and shifts responsibilities to local jurisdictions for the housing and rehabilitation of many offenders. AB 109 represents an intentional effort to remove from California prisons – permanently – those offenders who arguably represent the least danger to their community and who have the highest capacity for reform and rehabilitation; and

WHEREAS, chaired by the county's Chief Probation Officer, the Community Corrections Partnership (CCP) acts as the governing body responsible for developing and submitting public safety realignment implementation recommendations to the Board of Supervisors. And Yolo County CCP takes an active and collaborative role in reforming corrections practices by emphasizing the importance of evidence-based and cost-effective strategies; and

WHEREAS, the Yolo CCP and Board of Supervisors awarded SCOE a contract to establish Yolo county DRC services in response to a Request for Proposals completed on or around August of 2012. Additionally, SCOE previously performed ten years of DRC services under an agreement with the County during which SCOE has provided regular and consistent administrative reports to the Day Reporting Center Steering Committee as well as the Yolo CCP, including annual reports of accomplishments and program improvements; and

WHEREAS, the County desires to obtain DRC services comprised at a minimum of the following services: substance abuse counseling and programming; a batterer's intervention program; job skills, training and placement; support in the engagement of participants in educational services provided by the Yolo County Office of Education; cognitive and life skills development; and parenting skills; and

WHEREAS, the County also desires to maintain existing SCOE service delivery in two Yolo County cities, Woodland and West Sacramento; and

WHEREAS, the State contract requires that all subcontracts be governed by and construed in accordance with all applicable laws, regulations, and contractual obligations set forth in the State contract, and that all County subcontractors (including but not limited to Contractor) comply with all terms and conditions of the State contract; and

WHEREAS, the County circulated and distributed a Request for Proposals, an excerpt of which is attached as Exhibit A; and

WHEREAS, the Contractor submitted a proposal to provide DRC services, a refined excerpt of which (the Scope of Work and Budget) is attached and incorporated herein by reference as Exhibit B; and

WHEREAS, Contractor has represented and warrants to the County that it has the necessary training, experience, expertise and competency to provide the services, goods and materials that are described in this Agreement, at a cost to the County as herein specified; that it will be able to perform the herein described services at minimum cost to the County by virtue of its current and specialized knowledge of relevant data, issues, and conditions; and

WHEREAS, Contractor represents and warrants that neither Contractor, nor any of its officers, agents, employees, contractors, subcontractors, volunteers, or five percent owners, is excluded or debarred from participating in or being paid for participation in any Federal or State program; and

WHEREAS, Contractor further represents and warrants that no conditions or events now exist which give rise to Contractor or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners being excluded or debarred from any Federal or State program; and

WHEREAS, Contractor understands that the County is relying upon these representations in entering into this Agreement.

NOW, THEREFORE, the County and the Contractor agree as follows:

I. BASIC SERVICES

A. Contractor shall furnish and perform the pre- and post-release evidence-based services for offenders located at the Yolo County DRCs in accordance with Exhibits A-Request for Proposals Excerpt and Exhibit B- Scope of Work and Budget, and in a manner satisfactory to the Chief Probation Officer and Yolo County Sheriff or their respective written designees ("Directors"). SCOE shall provide these services in a manner satisfactory to the Directors. The Directors shall refer the offenders to the appropriate DRC location for services.

B. The Yolo County Sheriff's Office and the Yolo County Probation Department will jointly manage this Agreement. The County will provide two facilities, one for the Sheriff's Woodland In-Custody Jail Site and one for Probation's Woodland Out-of-Custody Site along with phone lines and internet services for these sites.

C. More specifically, the Contractor shall provide the full range of services to referred offenders as set forth in Exhibit B. Contractor will provide all facilities, equipment, personnel, labor and materials necessary to provide the foregoing services in accordance with this Agreement.

D. The complete Agreement shall include the following Exhibits attached hereto and incorporated herein:

Exhibit A	Request for Proposals Excerpt
Exhibit B	Scope of Work and Budget

Exhibit C Workers' Compensation Certificate
Exhibit D HIPAA Compliance

In the event of any conflict between any of the provisions of this Agreement (including Exhibits), the provision that requires the highest level of performance from Contractor for the County's benefit shall prevail.

E. Contractor shall comply with all applicable provisions of Contractor's contract with the California Department of Corrections and Rehabilitation (CDCR) to provide day reporting services in Yolo County and West Sacramento.

F. Contractor may subcontract the types of services set forth in Section XIX below. Any subcontractors providing services under this Agreement must also comply with the terms and conditions set forth in this Agreement and the County's Accounting Handbook for Community-Based Organizations (CBOs) and Contract Administration Manual for CBOs (copies of which have previously been provided to Contractor).

G. The Directors may approve modifications of the term, scheduling, billing rates, and allocation of funds between the tasks and subtasks (if any) set forth above, provided that there is no increase in the total compensation as set forth in Paragraph III of this Agreement.

II. ADDITIONAL SERVICES

The following program expansion options, insofar as they do not fall within the scope of the basic services required of Contractor under Paragraph I hereinabove or additional staffing is required to provide the basic services as a result of an increase of participants beyond what is outlined in the Scope of Work and causes the Contractor extra expense, and if authorized in advance in writing by the Directors, shall also be provided by Contractor:

A. Program expansion options include the following:

Project Specialist I (1.0 FTE)
Transition Specialists (per 1.0 FTE)
Apricot Database User Accounts
Transitional/Sober Housing
Additional Interpretations Services

B. Additional work that is directly related to the services set forth in Paragraph I above and requested in writing by the Directors.

III. COMPENSATION AND REIMBURSEMENT OF EXPENSES

A. For the services described in Paragraph I above, and subject to the condition that the services have been completed in a manner satisfactory to the Directors or his/her designees, Contractor shall be compensated as follows:

July 1, 2023 through June 30, 2024: Total Not-to-Exceed Amount of $810,210.27
July 1, 2024 through June 30, 2025: Total Not-to-Exceed Amount of $870,814.43
July 1, 2025 through June 30, 2026: Total Not-to-Exceed Amount of $935,739.14

Provided, however, that the total amount of compensation to be paid to Contractor for the services required by this Agreement shall not exceed two million, six hundred and sixteen thousand, seven hundred and sixty-three dollars and eighty-four cents ($2,616,763.84).

B. For the services described in Paragraph II above, insofar as they do not fall within the scope of the basic services required of Contractor under Paragraph I hereinabove or additional staffing is required to provide the basic services and causes the Contractor extra expenses, and if authorized in advance in writing by the Director(s), Contractor shall be compensated at the following rates:

Project Specialist I (1.0 FTE): Annual Salary Range (including benefits) $131,296-$144,754

Transition Specialist (1.0 FTE): Annual Salary Range (including benefits) $74,075-$89,846

Apricot Database User Accounts: $1,200 per account

Transitional/Sober Housing (at rate of $55 per night): Annual Range $33,750-$37,125

Additional Interpretations Services: $50-120 per hour

C. Any other provision of this Agreement notwithstanding, because this Agreement is funded by State funds, the County's obligation to compensate Contractor pursuant to this Agreement is contingent upon, and subject to, (1) the County's receipt of such funding from the State, and the absence or removal of any constraints imposed by the State upon such receipt and payment and (2) the Community Corrections Partnership and Yolo County Board of Supervisors appropriating funds for DRC services. County's inability or failure to compensate Contractor shall relieve Contractor of any obligation to perform services under this Agreement.

IV. METHOD OF PAYMENT

A. Within thirty (30) days of the completion of each subtask identified in Paragraph I in a manner that is satisfactory to the Director(s), the Contractor shall submit an invoice detailing the services provided, the person(s) providing the service, the agreed upon monthly salary for each person providing the service and an itemization of the actual expenses for which reimbursement is requested. Any claim for additional services pursuant to Paragraph II shall also include a copy of the Director(s)' written approval in advance of such services being provided. If requested by the County, Contractor shall provide any further documentation to verify the compensation and reimbursement sought by Contractor.

B. Within fifteen (15) calendar days of the receipt of Contractor's detailed invoice, the Directors shall either authorize payment or advise Contractor in writing of any concerns that the Directors have with the invoice and any need for further documentation.

C. Within thirty (30) calendar days of the Directors' authorization for payment of an invoice, the County Auditor-Controller shall either issue the payment or advise Contractor in writing of any concerns that the County Auditor-Controller has with the request and any need for further documentation. In the event the County Auditor-Controller does not resolve its concerns within ten (10) working days, Contractor may immediately proceed to the remedies set forth in VIII.

V. REPORTS

A. Contractor shall produce and present to County an Annual DRC Outcomes Report no later than December 1st of the following fiscal year which, at a minimum, shall include but not be limited to a full description of the DRC services required in Exhibit A, collaborative partnerships, subcontractor qualifications, the number of referrals by agency, individual service participation rates, DRC program completions, designated successful transitions and analysis of engagement in DRC services.

B. Contractor shall provide prompt individualized (participant-specific) operational reports to Sheriff and Probation Case Management Staff for the purposes of ensuring timely enrollment, status updates and discharge correspondence.

C. Contractor shall provide such reports as are required elsewhere by this Agreement, and such additional information and reports relating to the services otherwise required by this Agreement as are reasonably requested by the Directors', at the times and in the manner specified by this Agreement, or by the Directors if not so specified. Any other provision of this Agreement notwithstanding, should Contractor fail to provide any report required by this Agreement in a timely manner and as otherwise set forth in this Agreement, County may withhold any payments otherwise due Contractor pursuant to this Agreement, and any other agreement between Contractor and County, until such report is properly submitted as determined by the Directors.

D. County shall provide Contractor with all information pertinent to the services required of Contractor by this Agreement which is requested by Contractor and which is within County's possession. No charge will be made for these materials.

VI. OWNERSHIP OF DOCUMENTS AND WORK PRODUCTS

All professional and technical documents and information developed under this Agreement, and all work products, including writings, work sheets, reports, and related data, materials, copyrights and all other rights and interests therein, shall become the property of the County, and Contractor agrees to deliver and assign the foregoing to the County, upon completion of the services hereunder or upon any earlier termination of this Agreement. Contractor assigns the work products, as and when the same shall arise, for the full terms of protection available throughout the world. In addition, basic data prepared or obtained under this Agreement shall be made available to the County without restriction or limitation on their use.

No additional charge will be made for any of the foregoing.

VII. RECORDS; ACCESS, RETENTION

Contractor shall retain and make available for review by the County and its designees all records, documents, and general correspondence relating to this Agreement and the services required hereunder for a period of not less than five (5) years after receipt of final payment or until all pending audits and proceedings are completed, whichever is later. Contractor shall make such records available for inspection and copying by the County and its designees at any reasonable time. At least thirty (30) calendar days prior to any destruction of these records following the four years, Contractor shall notify the Directors. Upon such notification, the Directors shall either agree to the destruction or authorize the records to be forwarded to the County for further retention.

VIII. DISPUTES

Any dispute arising under this Agreement shall be decided by the County Administrative Officer who shall put his or her decision in writing and mail a copy thereof to the address for the notice to Contractor. The decision of the County Administrative Officer shall be final unless, within thirty (30) days from the date such copy is mailed to Contractor, Contractor appeals the decision in writing to the County Board of Supervisors. Any such written appeal shall detail the reasons for the appeal and contain copies of all documentation supporting Contractor's position. In connection with any appeal proceeding under this paragraph, Contractor shall be afforded the opportunity to be heard and offer evidence in support of its appeal to the County Board of Supervisors at a regular Board meeting. Pending a final decision of the dispute, Contractor shall proceed diligently with the performance of this Agreement and in accordance with the County Administrative Officer's decision. The decision of the County Board of Supervisors on the appeal shall be final for purposes of exhaustion of administrative remedies.

IX. TERM AND TERMINATION

A. The term of this Agreement shall be from July 1, 2023 through June 30, 2026 unless sooner terminated as hereinafter provided.

B. Should either party fail to substantially perform its obligations in accordance with this Agreement, the other party may notify the defaulting party of such default in writing and provide not less than thirty (30) days to cure the default. Such notice shall describe the default, and shall not be deemed a forfeiture or termination of this Agreement. If such default is not cured within said thirty-day period (or such longer period as is specified in the notice or agreed to by the parties), the party that gave notice of default may terminate this Agreement upon not less than fifteen (15) days advance written notice. In the event of such termination based upon Contractor default, the County reserves the right to purchase or obtain the supplies or services elsewhere, and Contractor shall be liable for the difference between the prices set forth herein and the actual cost thereof to the County. The foregoing notwithstanding, neither party waives the right to recover damages against the other for breach of this Agreement.

C. This Agreement is subject to the County, the State of California and the United States appropriating and approving sufficient funds for the activities required of the Contractor pursuant to this Agreement. If the County's adopted budget and/or its receipts from the State of California and the United States do not contain sufficient funds for this Agreement, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor, in which event the County shall have no obligation to pay the Contractor any further funds or provide other consideration and the Contractor shall have no obligation to provide any further services pursuant this Agreement. If the County terminates the Agreement pursuant to this subparagraph, the County will pay Contractor in accordance with this Agreement for all services performed to the satisfaction of the Director(s) before such termination and for which funds have appropriated as required by law.

D. This Agreement may be terminated for any reason by either party at any time during its term, by giving 60 days' written notice to the other party.

E. If Contractor, or any of its officers, agents, employees, contractors, subcontractors, volunteers or five percent owners, becomes excluded, debarred or suspended from participation in

Federally or State funded programs, the County may terminate this Agreement by giving ten (10) days advance written notice thereof to the Contractor.

F. Upon termination of this Agreement or suspension of work by either County or Contractor, Contractor shall furnish to County all documents and drawings prepared under this Agreement, whether complete or incomplete. In the event of termination for any reason, reproducible copies of all finished or unfinished documents, drawings, maps, models, photographs, and reports prepared by Contractor shall become the sole and exclusive property of Yolo County and Contractor shall be entitled to receive compensation for any work completed on such documents and other materials determined by the Directors to be of satisfactory quality and within the terms and conditions of this Agreement. All creative work undertaken by Contractor such as sketches, copy, dummies and all preparatory work for which Contractor is not compensated by the County shall remain the sole and exclusive property of the Contractor.

G. During and following the term of this Agreement, Contractor shall not use, distribute or otherwise circulate any of the materials developed pursuant to this Agreement and for which Contractor was compensated by the County without the express written permission of the Directors.

X. APPLICABLE LAWS

A. In the performance of the services required by this Agreement, Contractor shall comply with all applicable Federal, State, and County statutes, ordinances, regulations, directives and laws. This Agreement is also subject to any additional restrictions or conditions that may be imposed upon the County by the Federal or State government.

B. This Agreement shall be deemed to be executed within the State of California and construed in accordance with and governed by the laws of the State of California. Any action or proceeding arising out of this Agreement shall be filed and resolved in a California State court located in Woodland, California. Contractor waives any removal rights it might have under State or Federal law.

XI. NON-DISCRIMINATION IN SERVICES AND BENEFITS

Contractor certifies that any service provided pursuant to this Agreement shall be without discrimination based on color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability in accordance with all applicable Federal, State and County laws and regulations and any administrative directives established by the County Board of Supervisors or the County Administrative Officer. For the purpose of this Agreement, distinctions on the grounds of color, race, creed, national origin, religion, sex, age, sexual preferences, or physical or mental disability include but are not limited to the following: denying a participant any service or benefit which is different, or is provided in a different manner or at a different time from that provided to other participants under this Agreement; subjecting a participant to segregation or separate treatment in any way in the enjoyment or any advantage or privilege enjoyed by others receiving any service or benefit; treating a participant differently from others in determining whether the participant has satisfied any admission, enrollment quota, eligibility, membership, or other requirement or condition which individuals must meet in order to be provided any service or benefit; and the assignment of times or places for the provision of services.

XII. CONTRACTOR'S RESPONSIBILITIES

A. Contractor shall exercise all of the care and judgment consistent with good practices in the performance of the services required by this Agreement.

B. With the exception that this section shall in no event be construed to require indemnification by Contractor to a greater extent than permitted under the public policy of the State of California, Contractor shall indemnify, defend and hold harmless the County of Yolo, officers, agents, employees and volunteers from and against any and all claims, damages, demands, losses, defense costs, expenses (including attorney fees) and liability of any kind or nature arising out of or resulting from performance of the work, provided that any such claim, damage, demand, loss, cost, expense or liability is caused in whole or in part by any negligent or intentional act or omission 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. Contractor and/or Subcontractor's responsibility for such defense and indemnity obligations shall survive the termination or completion of this agreement for the full period of time allowed by law. The defense and indemnification obligations of this agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this agreement.

C. In the event Contractor utilizes a subcontractor as permitted by this Agreement, Contractor will require any subcontractor to be bound to the General Contractor/or Contractor and the County of Yolo in the same manner and to the same extent as General Contractor/or Contractor is bound to the County of Yolo under this Agreement. Contractor will further require any subcontractor, including the indemnity and Insurance requirements, to the extent they apply to the scope of any subcontractor work.

In providing any defense under this Paragraph, Contractor shall use counsel reasonably acceptable to the County Counsel.

XIII. PUBLIC LIABILITY AND PROPERTY DAMAGE INSURANCE

A. During the term of this Agreement, Contractor shall at all times maintain, at its expense, the following coverages and requirements. The comprehensive general liability insurance shall include broad form property damage insurance.

1. Minimum Coverages (as applicable). Insurance coverage shall be with limits not less than the following:

a. **Comprehensive General Liability** – $3,000,000/occurrence and $6,000,000/aggregate

b. **Automobile Liability** – $1,000,000/occurrence (general) and $500,000/occurrence (property) (include coverage for Hired and Non-owned vehicles)

c. **Professional Liability/Malpractice/Errors and Omissions** – $1,000,000/occurrence and $2,000,000/aggregate (If any engineer, architect, attorney, accountant, medical professional, psychologist, or other licensed professional performs work under a contract, the contractor must provide this

insurance. If not, then this requirement automatically does not apply.)

d. **Workers' Compensation** – Statutory Limits/**Employers' Liability** - $1,000,000/accident for bodily injury or disease (If no employees, this requirement automatically does not apply.)

2. The County, its officers, agents, employees and volunteers shall be named as additional insured on all but the workers' compensation and professional liability coverages.

a. The Additional Insured coverage under the Contractor's policy shall be "primary and non-contributory" and will not seek contribution from the County's insurance or self-insurance and shall be at least as broad as CG 20 01 04 13.

b. The limits of Insurance required in this agreement may be satisfied by a combination of primary and umbrella or excess Insurance. Any umbrella or excess Insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of the County of Yolo (if agreed to in a written contract or agreement) before the County's own Insurance or self-insurance shall be called upon to protect it as a named insured.

3. Said policies shall remain in force through the life of this Agreement and, with the exception of professional liability coverage, shall be payable on a "per occurrence" basis unless the County Risk Manager specifically consents in writing to a "claims made" basis. For all "claims made" coverage, in the event that the Contractor changes insurance carriers Contractor shall purchase "tail" coverage covering the term of this Agreement and not less than three years thereafter. Proof of such "tail" coverage shall be required at any time that the Contractor changes to a new carrier prior to receipt of any payments due.

4. Any deductibles or self-insured retentions must be declared to and are subject to the approval of the County Risk Manager. All self-insured retentions (SIR) must be disclosed to Risk Management for approval and shall not reduce the limits of liability. Policies containing any SIR provision shall provide or be endorsed to provide that the SIR may be satisfied either by the named Insured or Yolo County.

5. Each insurance policy 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 Directors ten (10) days for delinquent insurance premium payments).

6. The policies shall cover all activities of Contractor, its officers, employees, agents and volunteers arising out of or in connection with this Agreement.

7. For any claims relating to this Agreement, the Contractor's insurance coverage shall be primary, including as respects the County, its officers, agents, employees and volunteers. Any insurance maintained by the County shall apply in excess of, and not contribute with, insurance provided by Contractor's liability insurance policy.

8. Each party shall waive all rights of subrogation against the other party, its officers, employees, agents and volunteers.

B. Prior to commencing services pursuant to this Agreement, Contractor shall furnish the County with original endorsements reflecting coverage required by this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. All endorsements are to be received by, and are subject to the approval of, the County Risk Manager before work commences. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications.

C. During the term of this Agreement, Contractor shall furnish the County with original endorsements reflecting renewals, changes in insurance companies and any other documents reflecting the maintenance of the required coverage throughout the entire term of this Agreement. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. Upon County's request, Contractor shall provide complete, certified copies of all required insurance policies, including endorsements reflecting the coverage required by these specifications. Yolo County reserves the right to obtain a full certified copy of any Insurance policy and endorsements. Failure to exercise this right shall not constitute a waiver of right to exercise later.

D. Contractor agrees to include with all Subcontractors in their subcontract the same requirements and provisions of this agreement including the indemnity and Insurance requirements to the extent they apply to the scope of the Subcontractor's work. Subcontractors hired by Contractor agree to be bound to Contractor and the County of Yolo in the same manner and to the same extent as Contractor is bound to the County of Yolo under the Contract Documents. Subcontractor further agrees to include these same provisions with any Sub-subcontractor. A copy of the Owner Contract Document Indemnity and Insurance provisions will be furnished to the Subcontractor upon request. The General Contractor/**and or Contractor** shall require all Subcontractors to provide a valid certificate of insurance and the required endorsements included in the agreement prior to commencement of any work and General Contractor/**and or Contractor** will provide proof of compliance to the County of Yolo.

E. Contractor shall maintain insurance as required by this contract to the fullest amount allowed by law and shall maintain insurance for a minimum of five years following the completion of this project. In the event contractor fails to obtain or maintain completed operations coverage as required by this agreement, the County at its sole discretion may purchase the coverage required and the cost will be paid by Contractor.

XIV. WORKERS' COMPENSATION

Contractor shall provide workers' compensation coverage as required by State law, and prior to commencing services pursuant to this Agreement shall file the following statement with the County in a form substantially as set forth below.

WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XV. NOTICE

A. All notices shall be deemed to have been given when made in writing and delivered or mailed to the respective representatives of County and Contractor at their respective addresses as follows:

Contractor: Sacramento County Office of Education
10474 Mather Boulevard
P.O. Box 269003
Mather, CA 95655
Attn: Jackie White, Assistant Superintendent

County: Yolo County Sheriff's Office
140 Tony Diaz Drive
Woodland, CA 95776-9327
Attn: Denny Cheuk, Director of Finance

Yolo County Probation Department
725 Court Street
Woodland, CA 95695
Attn: Dan Fruchtenicht, Chief Probation Officer

B. In lieu of written notice to the above addresses, any party may provide notices through the use of e-mail or facsimile machine provided confirmation of delivery is obtained at the time of transmission of the notices and provided the following facsimile telephone numbers are used:

Contractor: e-mail: jwhite@scoe.net and mflorey@scoe.net
FAX: (916) 228-2403

Sheriff: e-mail: YoloCountySheriffs@YoloCounty.org
FAX: (530) 668-5238

Probation: e-mail: Probation@YoloCounty.org
FAX: (530) 661-1211

C. Any party may change the address or facsimile number to which such communications are to be given by providing the other parties with written notice of such change at least fifteen (15)

calendar days prior to the effective date of the change.

D. All notices shall be effective upon receipt and shall be deemed received through delivery if personally served or served using email or facsimile machines, or on the fifth (5th) day following deposit in the mail if sent by first class mail.

XVI. CONFLICT OF INTEREST

A. Contractor shall comply with the laws and regulations of the State of California and County regarding conflicts of interest, including, but not limited to, Article 4 of Chapter 1, Division 4, Title 1 of the California Government Code, commencing with Section 1090, and Chapter 7 of Title 9 of said Code, commencing with Section 87100 including regulations promulgated by the California Fair Political Practices Commission.

B. Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of Contractor's obligations and responsibilities hereunder. Contractor further covenants that in the performance of this Agreement, no person having any such interest shall be employed. This covenant shall remain in force until Contractor completes performance of the services required of it under this Agreement.

C. Contractor agrees that if any fact comes to its attention that raises any question as to the applicability of any conflict of interest law or regulation, Contractor will immediately inform the County and provide all information needed for resolution of the question.

XVII. COVENANT AGAINST CONTINGENT FEES

Contractor warrants that it has not employed or retained any company or person, other than a bona fide employee working for Contractor, to solicit or secure this Agreement, and that it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making this agreement. For breach or violation of this warranty, the County shall have the right to annul this agreement without liability, or in its discretion to deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

XVIII. AUDITS

A. Contractor shall be subject to examination and audit by the State or the County, or both, throughout the term of this Agreement and thereafter for a period of three years from the date that final payment is made pursuant to this Agreement. This does not preclude access to records by County, State, the Comptroller General of the United States, or any of their authorized representatives, as otherwise provided by this Agreement, the State contract, or State or Federal laws and regulations. Contractor agrees that County and/or State has the right to review, obtain, and copy all records pertaining to the performance of this Agreement, and agrees to provide County and/or State with any and all relevant information requested.

B. Any and all books, records, and facilities maintained by Contractor related to services provided under this Agreement may be audited, inspected and copied at any time during normal business hours. Unannounced visits may be made at the discretion of the County or State.

Employees who might reasonably have information related to such records may be interviewed. All expenditures of State and federal funds furnished to Contractor pursuant to this Agreement are subject to audit by County, State and/or Federal representatives. Such audits shall consider and build upon external independent audits performed pursuant to audit requirements of the Office of Management and Budget (OMB) Circular A-133 as described in Paragraph C below.

C. Should Contractor expend $500,000 or more in Federal funds during any fiscal year, Contractor shall furnish County a certified copy of an Audit Report from an independent CPA firm covering the Contractor's preceding fiscal year of January 1 through December 31. This Audit shall be performed in accordance with OMB Circular A-133 and conducted in accordance with generally accepted government auditing standards as described in Government Auditing Standards (1994 Revision), and provided in a form satisfactory to the Director(s).

Contractor shall provide this Audit Report no later than July 31 of each year. In the event that this Agreement expires or is terminated on a date other than December 31, Contractor shall provide County such an Audit Report covering the preceding period of January 1 through the date of expiration or termination no later than July 31 after the date of expiration or termination. Contractor shall ensure that audit work papers supporting the report are retained for a period of three (3) years from the date of the audit report, and longer if notified by the State or County to extend the retention period, and are made available to the State and/or County upon request.

D. Should an Audit Report or any State or County audit determine that Contractor has misspent funds and been overpaid based on the requirements of this Agreement and applicable laws and regulations, County shall demand repayment from Contractor in the amount of such audit findings and withhold any payment otherwise due under this Agreement until Contractor repays such amount. Contractor shall repay County such amount within sixty (60) days of the date of the County's demand for repayment. Should Contractor fail to repay County within sixty (60) days of the date of County's demand for repayment, the County may offset the amount due from Contractor against any amounts that would otherwise be due from the County to Contractor pursuant to this Agreement or any other agreement or source.

E. Any failure or refusal by Contractor to permit access to any facilities, books, records or other information required to be provided to the State &/or the County by this Agreement &/or the State contract shall constitute an express and immediate breach of this Agreement.

XIX. ASSIGNMENT AND SUBCONTRACTS

Contractor may subcontract any of the following services required under this Agreement and is responsible for ensuring that its subcontractors comply with all terms and conditions of this Agreement:

Aftercare
Anger Management
Budgeting and Money Management
Cognitive and Life Skills Development
Community Service
Criminal Thinking
Domestic Violence
DUI Courses

Engaging Participants in Yolo County Office of Education-provided educational services and GED assistance programs
Job Readiness and Job Search
Parenting and Family Reintegration
Referral to Other Agencies
Substance Use Education and Counseling
Transitional Housing/Sober-Living Environment

Contractor may subcontract other services under this Agreement if it notifies County and receives explicit approval prior to such subcontract. The subcontractor(s) shall maintain the same insurance as required of Contractor by this Agreement and Contractor shall be fully responsible to the County for all work undertaken by subcontractors.

XX. STATUS OF CONTRACTOR

A. It is understood and agreed by all the parties hereto that Contractor is an independent contractor and that no relationship of employer-employee exists between the County and Contractor. Neither Contractor nor Contractor's assigned personnel shall be entitled to any benefits payable to employees of the County. Contractor hereby indemnifies and holds the County harmless from any and all claims that may be made against the County based upon any contention by any third party that an employer-employee relationship exists by reason of this Agreement or any services provided pursuant to this Agreement.

B. It is further understood and agreed by all the parties hereto that neither Contractor nor Contractor's assigned personnel shall have any right to act on behalf of the County in any capacity whatsoever as an agent or to bind the County to any obligation whatsoever.

C. It is further understood and agreed by all the parties hereto that Contractor must issue any and all forms required by Federal and State laws for income and employment tax purposes, including W-2 and 941 forms, for all of Contractor's assigned personnel.

XXI. AMENDMENT

This Agreement may be amended only by written instrument signed by the County and Contractor.

XXII. WAIVER

The waiver by the County or any of its officers, agents or employees or the failure of the County or its officers, agents or employees to take action with respect to any right conferred by, or any breach of any obligation or responsibility of this Agreement shall not be deemed to be a waiver of such obligation or responsibility, or subsequent breach of same, or of any terms, covenants or conditions of this Agreement.

XXIII. AUTHORIZED REPRESENTATIVE

The person executing this Agreement on behalf of Contractor affirmatively represents that she/he has the requisite legal authority to enter into this Agreement on behalf of Contractor and to bind Contractor to the terms and conditions of this Agreement. Both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

XXIV. PUBLIC RECORDS ACT

Upon its execution, this Agreement (including all exhibits and attachments) shall be subject to disclosure pursuant to the California Public Records Act.

XXV. ADDITIONAL PROVISIONS

A. Where there is a doubt as to whether a provision of this document is a covenant or a condition, the provision shall carry the legal effect of both. Should the County choose to excuse any given failure of Contractor to meet any given condition, covenant or obligation (whether precedent or subsequent), that decision will not be, or have the legal effect of, a waiver of the legal effect in subsequent circumstances of either that condition, covenant or obligation or any other found in this document. All conditions, covenants and obligations continue to apply no matter how often County may choose to excuse a failure to perform them.

B. Except where specifically stated otherwise in this document, the promises in this document benefit the County and Contractor only. They are not intended to, nor shall they be interpreted or applied to, give any enforcement rights to any other persons (including corporate) which might be affected by the performance or non-performance of this Agreement, nor do the parties hereto intend to convey to anyone any "legitimate claim of entitlement" with the meaning and rights that phrase has been given by case law.

C. Contractor shall comply with, and shall ensure that its officers, agents, employees, participants and volunteers comply with, the Health Insurance Portability and Accountability Act of 1996 and its implementing regulations, and the privacy and security requirements set forth in Exhibit D attached hereto.

XXVI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the County and Contractor and supersedes all prior negotiations, representations, or agreements, whether written or oral. In the event of a dispute between the parties as to the language of this Agreement or the construction or meaning of any term hereof, this Agreement shall be deemed to have been drafted by the parties in equal parts so that no presumptions or inferences concerning its terms or interpretation may be construed against any party to this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first set forth above.

SACRAMENTO COUNTY OFFICE OF EDUCATION

By _____ 5/11/23
Nicolas Schweizer
Associate Superintendent

COUNTY OF YOLO

By _____
Oscar E. Villegas, Chair
Board of Supervisors

Attest:
Julie Dachtler, Clerk
Board of Supervisors

By _____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By _____
Kimberly Hood, Assistant County Counsel

EXHIBIT A
REQUEST FOR PROPOSALS EXCERPT

1.0. INTRODUCTION

The purpose of this Request for Proposals (RFP) is to define the County's minimum requirements, solicit proposals, and gain adequate information by which the County may evaluate the services offered by Proposers that fall within the scope of services as further described in Section (3) of this RFP.

The County of Yolo, Probation Department, hereinafter referred to as the "County," intends to secure a contract with a qualified proposer to provide Adult Day Reporting Center ("DRC") services for the Yolo County Community Corrections Partnership (CCP). The DRC shall serve adult participants that are the County's responsibility as a result of the Public Safety Realignment Act, as well as adult probationers who are identified and referred by Probation and the Sheriff's Office respectively, as being appropriate for this program. The intended vision for these services is to increase individual success through:

- Comprehensive system and service navigation;
- Individual engagement from enrollment to exit planning;
- Interdisciplinary case planning around needs and service matching;
- Centralized delivery of services;
- Service dosage established in collaboration with the Probation Department and Sheriff's Office;
- Provision of access points for Drug Medi-Cal Organized Delivery System and linkages to needs assessments and benefits enrollment; and
- Collaboration with other service providers in the community or resources County funds, such as through the Probation Department, Sheriff's Office and the Health & Human Services Agency.

2.0. BACKGROUND

2.1 Yolo County is directly west of Sacramento, the State Capital of California and northeast of the Bay Area. The County's 1,021 square miles is home to 216,403 residents, most of which reside in the county's four incorporated cities: Davis, West Sacramento, Winters and Woodland.

2.2 In 2011, the California Legislature chaptered the Public Safety Realignment Act (AB 109) for implementation by October 2011. AB 109, and its subsequent trailer bill AB 117, transferred responsibility for supervising a certain population of individuals convicted of felony crimes whose committed offenses are deemed to be non-serious, non-violent and non-sex offenses from the California Department of Corrections and Rehabilitation (CDCR) to County jurisdictions.

The DRC model is a component of the local Public Safety Realignment Plan to supervise and provide intensive evidence-based services for a select group of both in-custody and out-of-custody, moderate/high and high-risk/high-need offenders referred by Probation and the Sheriff's Office, and who are identified as being appropriate for this program.

2.3 Evidence-Based Practice and Programs

One of the legislative intents of AB 109 is to maximize the role of evidence-based intervention strategies to effectively reduce criminal recidivism. Correctly assessing the needs of this offender population and then providing appropriate services are primary to addressing public safety and recidivism concerns in Yolo County. The DRC will offer a variety of evidence-based and promising programs.

3.0. SCOPE OF SERVICE/ PROJECT

3.1 General Requirements. The CONTRACTOR must:

3.1.1 Possess and maintain a working knowledge of the current best practices in the field of offender reentry and rehabilitation and a comprehensive understanding of the issues related to recidivism.

3.1.2 Maintain professional relationships with law enforcement and Yolo County community-based organizations and programs.

3.1.3 Outline staffing and qualifications for the program, with sufficient personnel who are qualified to provide the program components and maintain the minimum administrative, counseling and/or teaching credentials and State certification requirements for providing any such applicable service components, including but not limited to the following:

- Cognitive Behavioral Therapy
- Motivational Interviewing
- Ohio Risk Assessment System (ORAS)

3.1.4 Provide a program outline to include orientation, ORAS risk and needs assessment and individualized case plans for both in-custody and out-of-custody individuals, as well as:

- Plan for implementation of sanctions and incentives for the program
- Schedule to notify the Probation Department and Sheriff's Office of participant attendance
- Maintenance of an up-to-date resource list to make referrals and facilitate access to appropriate services

3.1.5 Assist DRC participants who have transportation barriers in order to facilitate their regular program attendance and participation.

3.1.6 Provide services to participants that are responsive to meet the needs of both male and female participants as well as effectively meet the needs of those with varying cultural and ethnic backgrounds and languages; sexual orientations; special education and other learning needs; and limited English language skills. Spanish-speaking skills are required; Russian-speaking skills are desirable.

3.1.7 Meet regularly with Probation and Sheriff staff to discuss cases in order to aid in each participant's success.

3.2 Programming Requirements. The Day Reporting Center will be a multi-disciplinary program with services that target individual dynamic and criminogenic factors such as substance abuse, employment, education, anti-social peer associations, problem-solving and self-control, while assisting participants' rehabilitation and reentry into their respective communities and family

systems. Each CONTRACTOR shall outline in its response to this solicitation the services provided to address the factors that contribute or cause criminal behavior:

3.2.1 A history of anti-social behavior

3.2.2 Anti-social personality pattern contributing to or causing criminal activity

3.2.3 Anti-social/pro-criminal attitudes, values, beliefs and cognitive-emotional states

3.2.4 Pro-criminal associates and isolation from pro-social others

3.2.5 Family, factors that include criminality and a variety of psychological problems in the family of origin

3.2.6 Low levels of personal education, vocational or financial achievement

3.2.7 Low levels of involvement in pro-social leisure activities

3.2.8 Abuse of alcohol and/or drugs

3.3 Populations to be Served. The population to be served by the Day Reporting Center is comprised of adults convicted of qualifying crimes countywide under Yolo County supervision for Probation. Occasionally, other populations may also be served on an as-needed basis. Further characteristics of this population are on average as follows:

- Race & Ethnicity: 50% White; 11% Black; 34% Hispanic; 6% Other
- Gender: 81% Male; 19% Female
- Age at Admission: 12% age 20-25; 19% age 25-30; 18% age 30-35; 19% age 35-40; 9% age 30-45; 8% age 45-50; 7% age 50-55; 4% age 55-60; 2% age 60-65; 1% age 65-70
- Assessed “High Significant” and/or “Significant” Criminogenic Needs: 79% Education/ Employment; 60% Peers Associations; 58% Substance Use; 41% Family; 33% Anti-Social Behavior

3.4 Location. The County provides a site and utilities for in-custody and out-of-custody DRC services in Woodland, at 140A Tony Diaz Drive, Woodland, CA 95776 (located on the Yolo County Jail campus).

3.4.1 The CONTRACTOR will be responsible for locating a site for DRC services provided in West Sacramento and approved by Probation and the Sheriff.

3.4.2 The CONTRACTOR will also be responsible for all expenses associated with the West Sacramento property, i.e., electric, water, sewer, phone, internet access, etc. The CONTRACTOR will further be responsible for providing everything else needed to make the West Sacramento site operational, i.e., furniture, equipment, supplies, telephones, etc.

3.4.3 The CONTRACTOR will ensure the DRC facilities are secure by providing adequate supervision during hours of operation.

3.4.4 The contracted provider shall own or hold the lease on the West Sacramento DRC service site, which should be located in a neighborhood region ideally accessible via public

transportation and suited to the needs of the target population. The service site shall meet all code requirements, including public health, fire marshal, and American's with Disabilities Act (ADA) compliance regulations.

3.4.5 The West Sacramento facility selected by the CONTRACTOR is subject to final approval by the Probation Department and the Sheriff's Office. In case of lease, the CONTRACTOR shall provide a copy of the executed lease on an approved facility in West Sacramento, sufficient to lease the facility through the duration of the contract.

3.5 Hours of Operation. The DRC shall be able to provide monitoring and treatment services seven (7) days a week, with office hours that can accommodate the work schedules of the participants. Interested CONTRACTORs shall confirm agreement to these requirements with a minimum 40 hours a week of operation, primarily during the day on weekdays, but also in the evenings and on weekends and County holidays, as agreed upon with Probation and Sheriff's Office staff.

3.6 Capacity.

3.6.1 Out-of-Custody. The Day Reporting Center (DRC) shall maintain a minimum of seventy-five (75) slots for participants, to a maximum of one hundred twenty-five (125) participants.

3.6.2 In-Custody. The Day Reporting Center (DRC) shall maintain a minimum of fifty (50) slots for participants, to a maximum of one hundred (100) participants.

3.6.3 Expansion. The DRC must be able to accommodate for increases in population with the potential for growth in the future. A tiered cost structure and service capacity will allow for the expansion of the program as needed.

3.6.4 Engagement and Completion Incentives. It is anticipated that a percentage of the contract will be based upon agreed outcome measures related to participant engagement and completion.

3.7 Program Requirements. In its response to this RFP, CONTRACTOR shall provide a description of how they will meet these program requirements.

3.7.1 Licensing and Certifications. Upon contract award, staff (both CONTRACTOR and sub-contracted staff) providing direct services shall meet minimum State certification requirements for each specific discipline, i.e., substance abuse counseling, and family and parenting counseling as applicable.

3.7.2 Evidence-Based Practice. Programming provided at the DRC must use evidence-based cognitive behavior interventions to address criminogenic needs and be designed to reduce recidivism. CONTRACTORs must demonstrate a comprehensive understanding of these concepts. Interested CONTRACTORs responding to the RFP shall propose the curriculum and programming to be provided in the DRC and shall provide detailed information on the curriculum and programming proposed. The County reserves the right to negotiate curriculum and programming selection.

In accordance with Evidence-Based Practice (EBP) principles, the program will provide the appropriate dosage, duration and intensity of programming services, pro-social structure and supervision according to assessed level of recidivism risk.

3.7.3 Risk Assessments and Case Plans. The CONTRACTOR shall utilize the ORAS risk and needs assessment tool and generate an individualized case plan for each program participant based on the assessment.

3.7.4 Daily Check-ins. CONTRACTOR shall have the ability to provide daily check-ins. Actual check-ins will depend on participant progress within the program as determined by the CONTRACTOR. Initial daily check-ins will be in person. CONTRACTOR shall describe in detail, in the response to RFP, the initial as well as the progression of the check-in process.

3.7.5 Substance Abuse Counseling/Programming. Programming provided must be evidence-based and designed to reduce recidivism. Alcohol and drug services such as education, prevention and early intervention services shall be provided at the DRC. CONTRACTORs shall describe in detail how they will serve participants who may need alcohol and drug intervention, including relapse prevention (at all treatment levels, except residential).

The CONTRACTOR will partner with the Yolo County Health & Human Services Agency to identify DRC participants eligible for substance abuse and mental health benefits (i.e., SSI, SSDI, etc.).

3.7.6 Batterer's Intervention Program. Provider shall be trained in evidence-based programming and must utilize the University of Cincinnati's Cognitive-Behavioral Interventions – Domestic Violence (CBI-DV) curriculum.

3.7.7 Job Skills Training/Placement. CONTRACTOR shall describe in detail their proposed job skills training/placement programming. CONTRACTOR shall employ a variety of resources in order to transition program participants into long-term sustainable work. Training will include, but not be limited to, employment preparation (general presentation and demeanor, effective communication); job search strategies such as networking, interviews, résumé writing; skill development and job placement.

3.7.8 Educational Services/GED Assistance. CONTRACTOR shall describe their educational/GED assistance services to increase the participants' functional literacy and education. There shall be an onsite computer lab that will be utilized as a resource center for participants and as a classroom for courses.

3.7.9 Cognitive and Life Skills Development. CONTRACTOR shall describe in detail their proposed DRC curriculum designed to encourage participants to adopt a positive, law-abiding lifestyle. The training shall be based on cognitive-behavioral techniques and focus on defects in thought processes that lead to self-defeating decisions.

3.7.10 Parenting Skills. CONTRACTOR shall describe in detail how they will provide parents with easy to learn techniques and logical strategies for successful parenting.

3.7.11 Participant Incentives. CONTRACTOR shall describe in detail how they will utilize participant incentives throughout the duration of the program to improvement engagement, retention and completion.

3.7.12 Referral Services. The DRC staff shall maintain directories of resources that offer forms of assistance. Staff shall be familiar with eligibility criteria and application procedures assisting with rapid referral and placement of participants in such programs in coordination with County-assigned reentry officers.

3.7.13 Immediate Notification. DRC staff shall immediately notify Probation and the Sheriff's Office of any problems that would jeopardize public safety or a particpant's continuation in the DRC program. Problems shall include but not be limited to: failure to report and follow daily schedules; failure to participate in required activities; new arrests; positive test

for drug or alcohol usage and other behaviors that might pose a public risk. CONTRACTOR shall describe in detail their plan for immediate notification.

3.8 Reporting Requirements. Program referrals will be provided by the Probation Department and Sheriff's Office. The CONTRACTOR is responsible for all other detailed data collection and reporting. The CONTRACTOR will submit routine reports, included, but not limited to:

3.8.1 Daily Statistical Report. Maintain a daily attendance log that includes the time of arrival of all participants and provide to Probation staff on a daily basis.

3.8.2 Monthly Progress Report. Monthly progress reports on each participant in the DRC program shall be turned in by the 10th of the month. Information to be included in the progress report will include, but not be limited to:

3.8.2.1 Results of most recent assessment and individualized case plan;

3.8.2.2 Services participant received;

3.8.2.3 Staff assessment of treatment progress; and

3.8.2.4 Progress towards meeting case plan goals and recommendation for continuing, modifying or discontinuing program.

3.8.3 Discharge Report. When a participant is discharged from the program for reasons other than a graduation, a discharge report shall be completed and sent to the assigned Probation Officer or Sheriff's staff as appropriate. This report shall include, but not be limited to:

3.8.3.1 Name and Date of Birth;

3.8.3.2 History in the DRC, including compliance and non-compliance within the various program components;

3.8.3.3 Phase at time of discharge (if applicable); and

3.8.3.4 Date of termination and reason.

Sample reports shall be included with the response to this RFP.

3.9 Program Outcomes and Evaluation. In its response to this RFP, CONTRACTOR shall provide a description of the data collection and quality assurance process to generate outcome measures.

3.9.1 Service Delivery. As part of the process used to select the CONTRACTOR, the County will assess the methods whereby a CONTRACTOR intends to measure outputs and outcomes and evaluate the extent to which the services to be provided have actually been delivered. Those methodologies must be included in the Proposal.

3.9.2 Individual Outcome Measures. CONTRACTOR shall track both individual level data for all aspects of service delivery and outcomes specific to the following areas: Program referrals and case management services from the initial point of engagement to program exit or graduation. This includes but is not limited to:

3.9.2.1 Dosage, duration and intensity of programming services listed in Program Requirements;

3.9.2.2 Assessment scores upon program entry and exit;

3.9.2.3 Completion of phase levels and achievements;

3.9.2.4 Participant engagement and completion rate, including why participants fail to complete the program or challenges that could contribute to unsuccessful graduation; and

3.9.2.5 Participant satisfaction survey data.

3.9.3 Outcome Reporting.

Yolo County tracks program outcomes using the Results Based Accountability (RBA) framework which answers the following questions: 1) How much did we do? 2) How well did we do it? and 3) Is anybody better off?

3.9.3.1 Using the County's RBA Performance Measures Reporting Tool Template (Exhibit F), CONTRACTOR will submit a bi-annual report which shall include agreed upon performance measures (PM), separated by in-custody and out-of-custody populations, in each RBA category (minimum examples below):

- PM1: How much did we do?
  - # of individuals referred to the DRC
  - Demographic information for all participants served in reporting period (age, race, ethnicity, gender, etc.)
  - # of participants assessed
  - # of participants with case plans
  - # of services (i.e., # of classes, sessions) provided by service type

- PM2: How well did we do it?
  - # and % of individuals enrolled that attend first scheduled class/session
  - # and % of individuals enrolled who are still participating in services (a minimum of 50% of assigned sessions) at 30 days
  - # and % of individuals who had their first DRC session 72 hours after release from custody
  - Average ratings from participant satisfaction survey data

- PM3: Is anyone better off?
  - # and % of participants successfully linked to community-based organizations based on needs identified in case plans
  - # and % of case plan objectives reached
  - # and % completion rate by type
  - # and % of participants who continue in DRC services after transferring from in-custody to out-of-custody
  - # and % of participants employed (out-of-custody)
  - Change in risk/needs score upon program entry and exit

3.9.3.2 CONTRACTOR shall prepare an annual report and provide in-person presentations of the outcomes annually, at a minimum, to the Community Corrections Partnership and the Board of Supervisors.

3.10 Experience and Personnel Requirements.

3.10.1 Experience. CONTRACTOR shall describe in its response prior experience in working with adult offenders and evidence-based programming as described herein, including any prior Day Reporting Center operation experience.

3.10.2 Management Plan and Staffing. CONTRACTOR shall provide a detailed staffing and management plan for the proposed Day Reporting Center, to include an organizational chart and staff-to-participant ratios. CONTRACTOR must identify staff and their experience in the intended assignment and provide a job duty statement with qualifications stated in terms of experience, knowledge, skills and abilities necessary to carry out the duties of the position and include on-going training. As new staff are hired, this same information must be provided.

3.10.3 Background Clearance. CONTRACTOR shall conduct background checks on all employees and sub-contractors. Final Clearance for employees and sub-contractors of the CONTRACTOR will not be granted until the results of the Live Scan are received, and the Probation Department and Sheriff's Office provide final approval for clearance. The Probation Department has the authority to terminate the agreement immediately should a threat to security of confidential criminal offender records, probation file information, court records, etc.be identified.

3.10.4 Criteria for approval or denial of employees of CONTRACTOR include but are not limited to:

3.10.4.1 No arrests or convictions during the past three years.

3.10.4.2 Not currently a felon under Parole or Probation or under any supervision as a result of criminal conduct.

3.10.4.3 Not required to register per Penal Code Section 290, and/or Penal Code § 451.

3.10.4.4 No conviction history involving a serious or violent felony as defined in Penal Code § 1192.7(c) or 667.5(c).

3.10.4.5 Individuals previously convicted of crimes may be required to provide written evidence of successful completion of probation or parole. Individuals with a conviction history involving a serious felony, as defined by Penal Code § 1192.7, or involving a violent felony, as defined by Penal Code § 667.5, shall be reviewed on a case-by-case basis and may be approved or denied at the sole discretion of the Yolo County Probation Department.

3.10.5 Transitional Plan between Contractors. Should a new vendor be chosen as a result of this solicitation, a transition plan will be necessary. The Legacy Provider and the newly awarded CONTRACTOR will be required to work cooperatively to ensure a smooth transition for these services.

Transition is the expeditious, seamless and uninterrupted changeover of services within the scope described in this RFP from the Legacy Provider to the CONTRACTOR. Such transition shall be planned and accomplished by the CONTRACTOR in such a way as to have no adverse effect upon the County, nor upon the quality or continuity of the services being provided. The CONTRACTOR shall work in close cooperation with the Legacy Provider throughout the transition. From the start of the transition and prior to the final cutover date on which the CONTRACTOR will assume full responsibility for the services, the CONTRACTOR shall "shadow" the Legacy Provider. This ensures a complete

knowledge transfer to the CONTRACTOR of all information needed for providing the services. The CONTRACTOR shall develop and deliver a complete Transition Project Plan to the County within 30 days of contract award. The County reserves the right to provide direction and input to any proposed transition plan.

Exhibit B
Scope of Work and Budget

I. Background

In 2011, the California Legislature chaptered the Public Safety Realignment Act (AB 109) and with that, transferred responsibility for supervising a certain population of individuals convicted of felony crimes whose committed offenses are deemed to be non-serious, non-violent and non-sex offenses (Non SVS Individuals) from the California Department of Corrections and Rehabilitation (CDCR) to local county jurisdictions.

Adult Day Reporting Centers (DRCs), an integral piece of county services provided under the realignment plan, supervise and provide intensive evidence-based services to individuals who are both in-custody and out-of-custody with the goal of maximizing the likelihood of effective community reintegration.

With this Agreement, the Yolo County offices of Probation and the Sheriff (Yolo County collectively) coordinate the referral of individuals to Contractor who, as hereinafter described, will provide in-custody and out-of-custody services at the Yolo County DRC locations.

II. Contractor Responsibilities

1. Manage Services by Phases. Contractor's service delivery model will be composed of four distinct phases: (1) Referral, (2) Intake, Assessment and Case Planning, (3) Case Management and Service Delivery and (4) Discharge Planning.

    a. Referral.

        i. With few rare exceptions, Contractor will contact referred individuals within two weeks upon receipt of a referral from Yolo County to schedule an intake appointment.

    b. Intake, Assessment and Case Planning.

        i. At the intake appointment or shortly thereafter, Contractor will evaluate the participant's immediate needs, any potential immediate barriers to participation in the DRC and outcomes of the Yolo County administered criminogenic needs assessment.

        ii. Contractor will inform the participant about the rules and requirements of the DRC program.

        iii. Contractor will develop an individualized case plan within the participant's first thirty (30) days that incorporates information obtained about the participant from the initial referral, assessments made by Yolo County and Contractor, any court and supervision mandates, conditions of supervision and discussions with the participant. If this process exceeds thirty (30) days, Contractor will record, in the form of a participant case note, the reason for the delay and a plan to complete all remaining components of the participant's case plan.

        iv. Monthly Case Plan Reviews. Contractor will review the participant's case plan monthly, update the case plan when appropriate and record the same in the database.

c. Case Management and Service Delivery.

i. Case managers will meet with DRC participants at a minimum for thirty (30) minute one-on-one meetings every other week or more often depending on the need of the participant.

d. Discharge Planning.

i. Out-of-custody participants will be prepared for discharge from the program at least thirty (30) days prior to projected program discharge dates. The Contractor will work with the participant prior to discharge to complete any remaining case plan goals, plan for sustainability of in-program achievements and develop goals for continued productivity and supervision compliance.

ii. Contractor will track participant outcomes and report on the reason for discharge, including whether the participant is (1) Successful, (2) an Approved Positive Transition (APT), or (3) Incomplete.

iii. For in-custody participants, Contractor will provide participants being released to Yolo County, a needs assessment and corresponding reentry plan that addresses the participant's needs and potential barriers and which links them to resources, including DRC resources, in Yolo County.

2. Provide Programs. Contractor will provide and/or collaborate with local community-based organizations to provide, curriculum and programming components of the DRC for participants of all genders and including for the following subject areas: anger management, batterer's intervention/interpersonal violence (10-, 26- and 52-week classes), community service opportunities, driving under the influence (DUI) program, employment/vocational training services, life skills, parenting, substance use disorder services, trauma and addiction and cognitive behavioral therapy (CBT) programs that address the factors that cause or contribute to criminal behavior, encourage participants to adopt pro-social, law-abiding lifestyles and focus on defects in thoughts processes that lead to self-defeating decisions. If additional programs, services, classes or curriculum (Additional Programs) are requested by Yolo County, Yolo County and Contractor will mutually negotiate an amendment to this Agreement that reflects an agreed upon scope, curriculum and cost for the Additional Programs. Contractor will notify Yolo County if a program, service, class or curriculum is no longer serving the needs of DRC clients.

a. Locations. Contractor will provide DRC services at locations in Woodland, the Yolo County Jail and West Sacramento. The in-custody DRC shall be housed at 140 Tony Diaz Drive. The out-of-custody Woodland DRC shall be housed at 140A Tony Diaz Drive. Yolo County will provide facility space, janitorial and utilities at both the Woodland and Yolo County Jail locations.

i. West Sacramento Location. Contractor will maintain a DRC facility at 3680 Industrial Boulevard, Suite 100 in West Sacramento. The West Sacramento location is fully funded by the Contractor through an agreement with California Department of Corrections and Rehabilitation (CDCR) and the County will not incur any costs associated with maintaining the physical location of the West Sacramento DRC. Contractor will provide a copy of the current lease agreement for the West Sacramento facility to the County at the project start and with each renewal thereafter.

b. Hours of Operation. Contractor will ensure the DRC site remains open to participants continuously for eight (8) hours per day, Monday through Friday, except on approved holidays that fall on a weekday, with hours of operation accommodating the needs of the

participants as may be reasonably accomplished. Contractor may offer evening and weekend programs based on program and participant needs, as well as budgetary and staffing resources. Contractor may utilize subcontracted service providers to accommodate evening and weekend program needs of participants. Contractor may consider Yolo County requests for additional or modified program hours and will have up to sixty (60) calendar days to assess staffing needs, costs, participant need, projected participant demand, impact on Contractor staff and other DRC services and to respond to Yolo County regarding whether the request can be accommodated.

c. Site and Program Schedule. Contractor will maintain a detailed site and program schedule to be provided to Yolo County at commencement of this Agreement and prior to any agreement renewal. Any changes made to the site or program schedule will be transmitted to Yolo County prior to implementation of the change.

d. Staffing. Contractor's staffing pattern will include the positions set forth in the budget attached to this Agreement unless Contractor and Yolo County mutually agree to written revisions.

e. Caseload Maximums.

   i. Ratio For Transition Specialists. Contractor will maintain caseloads of up to thirty-five (35) participants per Transition Specialist.

   ii. Out-of-Custody Participants. Contractor will maintain a combined total across the Woodland and West Sacramento locations of up to a maximum of one hundred twenty-five (125) participant slots. At the out-of-custody DRC, Contractor will serve adults under Yolo County Probation and Yolo County Sheriff supervision as well as other justice-involved individuals referred to the DRC by Yolo County. At the discretion of Contractor, parolees from the California Department of Corrections and Rehabilitation (CDCR) may participate in services at the Woodland DRC out-of-custody program.

   iii. In-Custody Participants. Contractor will serve up to one hundred (100) participants housed at the Yolo County Jail at any given time, depending on available space and the number of referrals received and provide group programs for up to a maximum of fifteen (15) participants per group. Contractor will also facilitate up to fourteen (14) one-hour in-custody classes per week and based on availability and qualifications of staff, two (2) of these classes may be one-hour Spanish speaking cognitive behavioral classes. Contractor will coordinate with the Yolo County Sheriff's Office to determine days, times and duration of in-custody programs and will adhere to all policies, procedures and security clearance requirements of the Yolo County Jail

f. Daily Check In. Contractor shall accommodate daily check-ins for participants. Actual check-ins will depend on the participant's case plan and progress as determined by the Contractor.

g. Educational Services. Yolo County has entered an agreement with Yolo County Office of Education (YCOE) to provide educational services to participants. Contractor will support the engagement of participants in these services and will collaborate with YCOE to help maximize participation.

h. Collaboration with Yolo County Health and Human Services Agency. Contractor will collaborate with Yolo County Health and Human Services Agency and local providers as applicable for mental health and substance use continuum of care services.

i. Transportation. Contractor will help participants access public transportation to and from the DRC (i.e., by providing bus passes) as needed. Under no circumstances will Contractor provide monetary funds to participants for transportation purposes. Contractor staff shall not use their personal vehicle to transport participants.

j. Licensing and Certification. Contractor will maintain all applicable licenses and certifications to provide DRC services and programs and ensure that any subcontracted partners, volunteers, individuals and organizations providing services to DRC participants provide evidence of and maintain, licenses and certifications where applicable, prior to execution of any agreement with Contractor and prior to providing DRC services.

k. Spanish Speaking Services.

   i. Contractor will ensure that daily sign in methods, enrollment packets and releases of information are accessible to participants whose primary language is Spanish.

   ii. Contractor will provide services in Spanish for participants whose primary language is Spanish, such as classes, case management and linkages to community resources. Services provided will be determined by an assessment provided by Contractor to determine the participant's needs.

   ii. Contractor will ensure that subcontracted DUI and Batterer's Intervention Program services are provided in Spanish by the subcontractor for participants whose primary language is Spanish.

l. Program Coverage.

   i. Contractor will be responsible for providing secondary/back-up coverage for all programs including groups and classes, case management services and coverage at the management level.

   ii. Contractor will notify the affected County partner of cancelled, rescheduled and/or make-up group programming immediately upon identifying the change to Contractor's regularly scheduled programming.

   iii. Contractor will notify affected participants of any cancelled, rescheduled and/or make up group programming immediately upon identifying the change to the Contractor's regularly scheduled programming.

   iv. If Contractor must cancel a class or program service, the DRC participant's attendance record shall reflect the cancellation and the participant shall not receive a negative or "no show" outcome for the cancelled class or program service.

   v. If Contractor cancels a class or program service, Contractor will schedule make-up opportunities for participants.

m. Accessibility and Americans with Disabilities Act (ADA) Accommodation.

   i. Contractor will ensure that all programs and services are ADA compliant and that all programming is accessible to participants with disabilities.

   ii. Contractor will provide reasonable accommodations for participants with disabilities in accordance with Title II of the ADA, 42 U.S.C., Section 12131.

3. Utilize Evidence-Based Practices. Contractor will design program components, select curriculum and implement methodologies using evidence-based concepts found to produce a high rate of change and decrease the likelihood of renewed criminal activity.

4. Consider Remote Program Services. Contractor may develop and implement remote program services, including a hybrid model of both in-person and remote services, for participants who cannot physically attend the DRC for scheduled services. Virtual services may be conducted by video conferencing, telephone and email. Programs or services offered virtually will also be offered at the physical DRC site.

    a. Contractor will designate, in the participant database, those participants who are receiving virtual services.

    b. If not explicitly stated on the referral form, Contractor will obtain the approval of the participant's supervising officer to provide virtual services. Yolo County shall have final say in determining whether a participant may receive their DRC program in a virtual setting.

    c. Contractor will ensure that a system is in place to obtain all enrollment paperwork, releases of information and other program-related documents for participants who receive virtual programming.

5. Attend Yolo Community Corrections Partnership (CCP), Steering Committee and Partner Check-In Meetings. Contractor executive staff will attend CCP meetings upon Yolo County request. Contractor will coordinate and facilitate the quarterly DRC Steering Committee and the monthly Partner Check-In meetings to oversee the Agreement, make executive decisions, review performance measures and discuss program needs.

6. Provide Networking and Internet Connectivity Infrastructure.

    a. Contractor will provide networking and internet connectivity infrastructure at the Woodland out-of-custody location. Yolo County will provide phone lines for Contractor staff at the Woodland out-of-custody location and reimburse Contractor for costs of networking plan and maintenance.

    b. Contractor, at Contractor's expense, will provide phones and networking at the West Sacramento location.

7. Collect Data and Perform Quality Assurance Reviews. Contractor will collect all participant demographic and program data to support data collection and evaluation efforts and to provide data and information as requested by Yolo County, in compliance with relevant confidentiality laws.

    a. Database User Accounts. Contractor will provide up to six standard database user accounts for Yolo County Probation and Sheriff at no cost to Yolo County. Additional standard database user accounts requested by Yolo County will be billed at an annual rate per account per fiscal year as detailed in Exhibit B, Budget Worksheet, Expansion Budget. Contractor shall provide, at no cost to Yolo County, database user accounts, training and support for all of Contractor's DRC staff.

    b. Tracking of Data and Outcomes. Contractor will track individual participant service delivery data and outcomes related to program referrals and case management services from the initial referral and enrollment dates through program exit, including but not limited to dosage hours, duration and intensity of program services, attendance, completion and engagement

rates, entry and exit assessment scores, completion of phase levels, achievements and participant satisfaction survey data.

c. Attendance. Contractor will make best efforts to record in the database all participant attendance, including attendance at group and one-on-one sessions, by close of business one business day, or shortly thereafter, following the date of attendance.

d. Quality Assurance Process. Contractor will maintain a quality assurance process to audit participant and program data and generate outcome measures. The quality assurance process shall include, at a minimum, routine participant file audits and program observations and the use of curriculum fidelity tools.

e. Release of Data Upon Termination of Agreement. If permitted by relevant state and federal confidentiality laws, Contractor will turn over to Yolo County all data collected upon termination of this Agreement.

8. Provide Various Reports to County.

a. Daily Statistical Reports. Contractor will complete Daily Statistical Reports for each participant to include the participant's name and time of arrival.

b. Monthly Progress Reports. Contractor will submit a Monthly Progress Report on each active DRC participant by the 10th of each month. The Monthly Progress Report will include the results of the most recent assessment, services the participant received, staff assessment of treatment progress (case review), progress toward meeting case plan goals and the Contractor's recommendation for continuing, modifying, or discontinuing program.

c. Discharge Reports. When a participant is discharged from the DRC, Contractor will submit a Discharge Report to the participant's supervising officer. The Discharge Report will include the participant's name and date of birth, program history, phase at discharge, exit date and reason for discharge.

d. Annual Reports. Contractor will prepare an Annual Report and present outcomes to the Board of Supervisors and Community Corrections Partnership annually and as requested by Yolo County.

e. Bi-Annual Reports. Contractor will use Yolo County's Results Based Accountability (RBA) Performance Measures Reporting Tool Template to generate and transmit bi-annual reports detailing agreed upon performance measures.

f. Performance Measures. Contractor will work with Yolo County to develop performance measures specific to the RBA outcome categories by project start (July 1, 2023) and annually thereafter by July 1 of each contract year. Contractor and Yolo County may add performance measures or amend existing performance measures as needed and upon mutual agreement.

9. Utilize Criminogenic Assessment and Screening Tools.

a. Out-of-Custody Participants on Supervision. For these participants, Yolo County will provide Contractor with "at-entry" Ohio Risk Assessment System – Community Supervision Tool (ORAS-CST) scores for Contractor's information and evaluation.

i. Scores for Successful or Approved Positive Transition (APT) Participants. Contractor shall request from the County and County will provide, for all out-of-custody participants

on supervision and who are discharging from the program as Successful or as an APT, the most recent ORAS-CST scores.

ii. Assess Changes in Entry and Exit ORAS-CST Scores. Contractor shall record all County-provided ORAS-CST scores in Contractor's database and assess changes in entry and exit scores among Successful and APT out-of-custody participants on supervision.

b. Needs Identification Instrument. Contractor shall utilize a needs identification instrument only for out-of-custody participants not on supervision and for in-custody participants being released to Yolo County.

10. Referral Services.

a. Contractor will coordinate with local community providers (e.g., vocational training programs, residential substance use treatment programs, area shelters, food banks, etc.) as applicable.

b. Contractor will maintain a directory of local community resources that offer forms of assistance to participants.

c. Contractor will track the frequency and type of local community referrals provided by Contractor to participants.

11. Provide Immediate Notification of Problems. Contractor will notify the Yolo County Probation Department and/or local law enforcement as soon as practicable of any problems impacting public safety or the participant's continued DRC participation. Problems may include but are not limited to, the failure to report for and follow daily schedules, failure to participate in required activities, new arrests, disruptive behavior, conflicts with staff or other participants, substance use and intoxication and other behaviors that Contractor concludes may pose a public risk.

12. Utilize Sanctions and Incentives.

a. Contractor may utilize Yolo County approved incentives to affirm positive participant behavior and achievements.

b. Contractor will coordinate with the Yolo County Sheriff to record, report and validate milestone credits earned by in-custody participants.

c. Contractor will recognize successful participants at an annual awards ceremony.

d. Contractor will support program-related sanctions placed on participants by supervising agencies, such as enrollment in additional or mandated services. Contractor will coordinate with the supervising agency to implement the program-related sanction at the DRC and coordinate with the participant to help support their compliance with the sanction.

13. Engage in Professional Development.

a. Contractor will ensure staff participate in training and professional development programs that clearly define the knowledge and skills necessary to effectively case manage and provide reentry services to DRC participants.

b. Contractor will document all staff training and provide an annual report that summarizes planned and completed staff training and professional development activities.

c. Contractor may temporarily close the DRC program, not to exceed a total of forty (40) hours annually, for staff training or professional development activities. Contractor will notify Yolo County and impacted clients thirty (30) days in advance of the closure date.

14. Maintain Hiring and Security Clearance Requirements.

a. Contractor will adhere to pre-employment requirements of live scan clearance and tuberculosis testing for all Contractor staff. Contractor will immediately notify Yolo County of any vacancies. Contractor staff will meet or exceed the minimum qualifications as described in their job descriptions.

b. Contractor staff, including subcontracted service providers and volunteers, providing services to inmates at the Yolo County Jail will submit a yearly application for clearance and adhere to the jail clearance process.

15. Adhere to Budget and Cost Controls.

a. Contractor will utilize cost controls and operate within the agreed upon budget amount.

b. Both Yolo County and Contractor must mutually decide to exercise any supplementary Yolo County-funded resources contained within Exhibit B, Budget Worksheet, Expansion Budget.

III. County Responsibilities

1. Referral, Assessment and Removal.

a. Yolo County will refer in-custody and out-of-custody participants to the Contractor. Referrals will be made on a referral form and submitted electronically to the Contractor.

b. Yolo County will assess participants, who are on supervision and who are referred to the out-of-custody DRC, for their risk to reoffend using the Ohio Risk Assessment System – Community Supervision Tool (ORAS-CST). County will provide supervised participants' ORAS-CST scores to the Contractor at the time of referral.

c. For participants on supervision and who are discharging from the out-of-custody program as Successful or as an Approved Positive Transition (APT), Yolo County will provide to the Contractor, upon request, the most recent ORAS-CST scores.

d. When applicable, Yolo County Probation and Sheriff staff will explicitly state on the participant's referral form that they are requesting remote virtual programming for a participant.

e. When applicable, Yolo County Probation and Sheriff staff shall explicitly state on the participant's referral form that the participant needs Spanish speaking services.

f. County reserves the right to remove a participant from the DRC program.

2. Collaboration. Yolo County will:

    a. Facilitate collaboration among the Contractor, Yolo County Probation Department and Yolo County Sheriff's Office regarding participant referrals, activities, case plan progress, re-engagement and program discharge.

    b. Assist Contractor with re-engagement of participants who are out of compliance with their case plan and DRC reporting requirements.

    c. Periodically display a presence at the DRC sites, observe program and provide feedback to Contractor.

    d. Ensure representatives from Yolo County Probation Department and Yolo County Sheriff's Office attend the DRC Steering Committee and Monthly Partner Check-In meetings.

3. Training and Technical Assistance. Yolo County will:

    a. Provide updates to the Contractor relevant to effective management of participants pursuant Yolo County, Yolo County Probation Department, Yolo County Sheriff's Office and Yolo County Jail rules and regulations, policies and procedures.

    b. Provide technical assistance, as needed, to the Contractor regarding networking and other infrastructure and program operation.

    c. Through site visits, evaluate the program and physical facility, to ensure program quality and contract compliance.

YOLO COUNTY
(RFP) NO.: PROBRFPDL2201
ADULT DAY REPORTING CENTER

BUDGET WORKSHEET

Baseline Annual Budget (2023-2026) with FY2022-2023 Comparison

(Budget will be prorated based on start date of contract)

Line Item	FTE	FTE 2022-2023	FY2022-2023	FY2023-2024	FY2024-2025	FY2025-2026
Personnel Expenses						
Project Specialist II	0.50	0.50	$ 62,650.00	$ 61,086.00	$ 64,140.00	$ 67,347.00
ROP Instructor (Community Service)	0.20	0.20	$ 16,604.00	$ 17,434.00	$ 18,306.00	$ 19,221.00
Office Assistants	1.50	0.50	$ 27,861.00	$ 71,486.00	$ 75,006.00	$ 81,344.00
Staff Secretary	0.13	0.13	$ 8,292.00	$ 8,702.00	$ 9,132.00	$ 9,742.00
Transition Specialists	3.50	2.50	$ 196,781.00	$ 232,267.00	$ 246,481.00	$ 262,597.00
Reentry Assistant	0.00	0.50	$ 20,198.00	$ -	$ -	$ -
Bilingual Stipend	various	various	$ -	$ 2,700.00	$ 2,893.00	$ 3,186.00
Temporary Help	various	various	$ 6,120.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Staff Benefits	45%	41%	$ 138,245.00	$ 175,417.00	$ 189,431.10	$ 201,796.65
SUBTOTAL PERSONNEL	5.83	4.33	$ 476,751.00	$ 574,092.00	$ 610,389.10	$ 650,233.65
Operating Expenses						
Rent & Utilities			$ -	$ -	$ -	$ -
Case Management Database			$ 3,501.00	$ -	$ -	$ -
Office Supplies & Materials			$ 11,745.00	$ 12,000.00	$ 12,000.00	$ 12,000.00
Telephone & Communication			$ 4,634.00	$ 15,000.00	$ 15,000.00	$ 15,000.00
Postage/Mailing			$ -	$ 500.00	$ 500.00	$ 500.00
Electronic Sign-In System			$ -	$ 2,220.00	$ 800.00	$ 800.00
Travel			$ 5,500.00	$ 3,500.00	$ 4,000.00	$ 4,500.00
Training/Conferences			$ 5,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
Food Costs			$ 10,000.00	$ 12,000.00	$ 12,000.00	$ 12,000.00
Participant Supports/Incentives			$ -	$ 500.00	$ 2,000.00	$ 2,500.00
Transportation			$ 9,580.00	$ 20,000.00	$ 25,000.00	$ 30,000.00
Events/Family Reunification			$ 1,000.00	$ 5,000.00	$ 5,000.00	$ 5,000.00
SUBTOTAL OPERATING EXPENSES			$ 50,960.00	$ 75,720.00	$ 81,300.00	$ 87,300.00
Subcontractors (only as needed)						
Subcontractor 1 52 Week Batterers			$ 16,400.00	$ 30,000.00	$ 35,000.00	$ 40,000.00
Subcontractor 2 DUI			$ 12,800.00	$ 30,000.00	$ 35,000.00	$ 40,000.00
Subcontractor 3 AOD			$ 13,800.00	$ 25,000.00	$ 30,000.00	$ 35,000.00
Subcontractor 4 Interpeting Services			$ -	$ 10,000.00	$ 10,000.00	$ 10,000.00
UA Testing			$ 500.00	$ -	$ -	$ -
GED Testing			$ 250.00	$ -	$ -	$ -
SUBTOTAL SUBCONTRACTORS			$ 43,750.00	$ 95,000.00	$ 110,000.00	$ 125,000.00
Indirect Costs						
Indirect Costs			$ 48,539.00	$ 65,398.27	$ 69,125.33	$ 73,205.49
SUBTOTAL INDIRECT COSTS				$ 65,398.27	$ 69,125.33	$ 73,205.49
GRAND TOTAL EXPENSES			$ 620,000.00	$ 810,210.27	$ 870,814.43	$ 935,739.14

YOLO COUNTY
REQUEST FOR PROPOSALS (RFP) NO.: PROBRFPDL2201
ADULT DAY REPORTING CENTER

BUDGET WORKSHEET

Expansion Menu

Personnel Options	2023-2026 Salary Range (incl Benefits)
Project Specialist I (1.0 FTE)	$131,296-144,754
Transition Specialist (1.0 FTE)	$74,075-89,846

Operating Options	Rate Per Account
Apricot Database User Accounts	$1,200

Subcontracted Program Options	2023-2026 Range
Transitional/Sober Housing (at Rate of $55 per night)	$33,750-37,125
Additional Interpretation Services Beyond Baseline Budget Amount (*See rate sheet, cost varies by type of service, services often require two hour minimum*)	$50-$120 Per Hour

*****The above pricing for optional services is based on known costs as of the date of execution of this Agreement and may change due to union negotiations that affect salaries, increases in subcontracted service costs, or bid requirements that apply over the life of this Agreement. Accordingly, these projected costs identified in the Budget Worksheet Expansion Menu may increase or decrease pursuant to a written amendment to this Agreement. It is the intent of the parties to negotiate any amendments to this Agreement to protect both SCOE and the County from funding and/or expenditure changes caused by circumstances not under their respective controls.

EXHIBIT C
WORKERS' COMPENSATION CERTIFICATE

I am aware of the provisions of Section 3700 of the Labor Code that require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing any services required by this Agreement.

The person executing this certificate on behalf of Contractor affirmatively represents that she has the requisite legal authority to do so on behalf of Contractor, both the person executing this Agreement on behalf of Contractor and Contractor understand that the County is relying on this representation in entering into this Agreement.

CONTRACTOR

By _____ 5/4/23

Nicolas Schweizer, Associate Superintendent

EXHIBIT D
HIPAA COMPLIANCE

(a) Contractor shall comply with, and assist the County in complying with, the privacy and security requirements of the Health Insurance Portability and Accountability Act (including but not limited to 42 U.S.C. 1320d et seq.; "HIPAA") and its implementing regulations (including but not limited to 45 CFR Parts 142, 160, 162, and 164), hereinafter collectively referred to as the "Privacy Rule" and "Security Rule." Terms used but not otherwise defined in this Agreement shall have the same meaning as those terms are used in the Privacy Rule and Security Rule.

(b) Except as otherwise limited in this Agreement, Contractor may use or disclose Protected Health Information (including but not limited to Electronic Protected Health Information) to perform functions, activities, or services for or on behalf of the County as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rule if done by the County.

(c) Contractor shall not use or further disclose Protected Health Information other than as permitted or required by this Agreement or as required by law.

(d) Contractor shall use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Agreement.

(e) Contractor shall report to the County any use or disclosure of the Protected Health Information not provided for by this Agreement.

(f) Contractor shall mitigate, to the extent practicable, any harmful effect that is known to Contractor of a use or disclosure of Protected Health Information by Contractor in violation of the requirements of this Agreement.

(g) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Contractor on behalf of the County agrees to the same restrictions and conditions that apply through this Agreement to Contractor with respect to such information.

(h) Contractor shall provide access, at the request of the County, and in the time and manner designated by the County, to Protected Health Information in a Designated Record Set, to the County or, as directed by the County, to an Individual in order to meet the requirements under 45 CFR 164.524.

(i) Contractor shall make any amendment(s) to Protected Health Information in a Designated Record Set that the County directs or agrees to pursuant to 45 CFR 164.526 at the request of the County or an Individual, in the time and manner designated by the County.

(j) Contractor shall document such disclosures of Protected Health Information and information related to such disclosures as would be required for the County to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(k) Contractor shall provide to the County or an Individual, in time and manner designated by the County, information collected in accordance with subSection (j), to permit the County to respond to a request by

an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(l) Contractor shall make internal practices, books, and records relating to the use and disclosure of Protected Health Information received from, or created or received by Contractor on behalf of, the County available to the County, or at the request of the County to the Secretary of the United States Department of Health and Human Services ("Secretary"), in a time and manner designated by the County or the Secretary, for purposes of the Secretary determining the County's compliance with the Privacy Rule.

(m) Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the Electronic Protected Health Information that it creates, receives, maintains, or transmits on behalf of the County as required by HIPAA.

(n) Contractor shall ensure that any agent, including a subcontractor, to whom it provides Electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.

(o) Contractor shall report to the County any security incident of which it becomes aware.

(p) (1) Except as provided in subparagraph (2) of this section, upon termination of this Agreement for any reason, Contractor shall return or destroy all Protected Health Information received from the County, or created or received by Contractor on behalf of the County. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Contractor. Contractor, its agents and subcontractors shall retain no copies of the Protected Health Information.

(2) In the event that Contractor determines that returning or destroying the Protected Health Information is infeasible, Contractor shall provide to the County notification of the conditions that make return or destruction infeasible. Upon mutual agreement of the Parties that return or destruction of Protected Health Information is infeasible, Contractor shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Contractor, or any of its agents or subcontractors, maintains such Protected Health Information.

(3) The respective rights and obligations of Contractor concerning the Privacy Rule and the Security Rule, including but not limited to the provisions of this Section, shall survive the termination of this Agreement.

(q) The Parties agree to take such action as is necessary to amend this Agreement from time-to-time as is necessary for the County to comply with the requirements of the Privacy Rule, Security Rule, or any other requirements of HIPAA and its implementing regulations.

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Board of Supervisors 51.
Meeting Date: 06/06/2023
Brief Title: Introductions
From: Board of Supervisors
Staff Contact: Board of Supervisors

Subject
Introductions.

Recommended Action
Introductions.

Attachments

No file(s) attached.

Form Review

Form Started By: Julie Dachtler Started On: 08/23/2022 08:16 AM
Final Approval Date: 12/05/2022

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Board of Supervisors 52.
Meeting Date: 06/06/2023
Brief Title: Honorary Resolutions
From: Board of Supervisors
Staff Contact: Board of Supervisors

Subject

Acknowledge Honorary Resolutions.

A. Resolution recognizing June as Lesbian, Gay, Bisexual, Transgender & Queer (LGBTQ+) Pride Month in Yolo County. (Supervisor Villegas)

B. Resolution proclaiming June 19, 2023, as Juneteenth in Yolo County. (Supervisor Provenza)

Recommended Action

Acknowledge Honorary Resolutions.

Attachments

No file(s) attached.

Form Review

Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Time Set 53.

Board of Supervisors
Meeting Date: 06/06/2023
Brief Title: Public Hearing to Levy Clarksburg Lighting Assessment
From: Leslie Lindbo, Interim Director, Department of Community Services
Staff Contact: Kimberly Villa, Community Services Analyst, Department of Community Services, x8431
Supervisorial District Impact: District 1

Subject
Hold a public hearing and adopt resolution approving the Engineer's Report, confirm diagram and assessment and order levy of continued Clarksburg Lighting District Assessment for 2023-2024. (No general fund impact) (Lindbo/Villa) (Est. Time: 5 min)

Recommended Action

A. Hold a public hearing; and

B. Adopt resolution approving the Engineer's Report, confirm diagram and assessment, and order levy of continued Clarksburg Lighting District Assessment for fiscal year 2023-2024.

Strategic Plan Goal(s)

Safe Communities

Reason for Recommended Action/Background
The Clarksburg Lighting Assessment District was established in August 1982 under the Landscape and Lighting Act of 1972, with the adoption of Resolution 82-108. The Assessment District is responsible for providing street lighting for the community of Clarksburg. The streetlights are operated and maintained by Pacific Gas and Electric Company (PG&E) and the streetlight service provided within the District for the benefit of the District's property owners is funded from an annual assessment of $35 per parcel, approved on November 23, 2021, following an assessment ballot proceeding (Resolution No. 21-151). This was the first increase to the assessment since June 21, 1994. Approval of the increase also included authorization for an annual CPI adjustment, rounded to the nearest dollar, with a cap of 5 percent. The Landscaping and Lighting Act of 1972 requires than an annual Engineer's Report be prepared by a licensed professional engineer and established other requirements for the continuation of the assessments. Yolo County Public Works prepared an Engineer's Report for the fiscal year 2023-2024 (Attachment B. Engineer's Report). The Engineer's Report includes the proposed budget for the assessments for fiscal year 2023-2024.

On May 9, 2023, the Board of Supervisors adopted Resolution No. 23-69, which preliminarily approved the Engineer's Report and set the date of the public hearing. Notice of the public hearing was published in accordance with the Landscape and Lighting Act.

Proposed assessment rates for the fiscal year 2023-2024, as determined and described in the Engineer's Report is $37.00 per parcel. A summary of the previous years' assessment rates and the proposed 2023-2024 rate is provided in the table below:

	Approved FY 21-22 (unchanged since 1982)	Approved FY 22-23	Proposed FY 23-24
Clarksburg Lighting Assessment (per parcel)	$22.00	$35.00	$37.00

Approval of the resolution will result in the continuation of the levy assessments for fiscal year 2023-24 and will cause these levies to be submitted to the County Auditor to be included on the 2023-24 property tax bill. This public hearing will allow all interested persons the opportunity to participate in this decision-making process and will allow the Board of Supervisors to consider all oral statements and all written protests made or filed by any interested person.

Collaborations (including Board advisory groups and external partner agencies)
Department of Community Services, Public Works, County Counsel, Department of Financial Services

Competitive Bid Process/Vendor Performance
N/A

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
One-time commitment	Yes

Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. Resolution
Att B. Engineer's Report
Att. C. Presentation

Form Review

Inbox	Reviewed By	Date
Leslie Lindbo	Leslie Lindbo	05/21/2023 02:13 PM
Financial Services	KauXue Thao	05/22/2023 08:32 AM
County Counsel	Hope Welton	05/22/2023 08:33 AM
Kimberly Hood	Kimberly Hood	05/22/2023 09:19 AM
John Rowe	John Rowe	05/22/2023 09:52 AM
Form Started By: Kimberly Villa		Started On: 04/19/2023 08:32 AM
Final Approval Date: 05/22/2023		

Resolution No. 23 -_____

RESOLUTION APPROVING ENGINEER'S REPORT, CONFIRMING ASSESSMENT, AND ORDERING LEVY OF CONTINUED CLARKSBURG LIGHTING DISTRICT ASSESSMENTS FOR FISCAL YEAR 2023-24

WHEREAS, the Board of Supervisors of the County of Yolo, State of California (the "Board") is authorized, pursuant to the authority provided by the Landscaping and Lighting Act of 1972 (Part 2 of Division 15 of the California Streets and Highways Code (commencing with Section 22500 thereof) ("the Act") to levy and collect assessments for the Clarksburg Lighting Assessment District ("Assessment District"); and

WHEREAS, the current assessment was authorized by an assessment ballot proceeding conducted in November 2021 and approved by 71.8% of the property owners cast ballots, and such assessments were levied by the Board by Resolution No. 21-151, adopted on November 23, 2021, which further authorized future inflationary adjustments; and

WHEREAS, an Engineer's Report has been prepared reflecting the projected costs of $6,436 to provide the improvements and services required to maintain the street lighting facilities that benefit the properties within the Assessment District for fiscal year 2023-24 in accordance with the Act, resulting in an increase of $2.00 per parcel within the Assessment District for a total assessment of $37.00 per parcel, consistent with the inflationary adjustment authorized by Resolution No. 21-151; and

WHEREAS, June 6, 2023, at 9:00 a.m. or as soon thereafter as the matter could be heard by the Board was appointed as the time and place for a hearing by this Board on the question of the levy of the continued assessment, notice of which hearing was given as required by law (Resolution No. 23-69); and

WHEREAS, at the appointed time and place the hearing was duly and regularly held, and all persons interested and desiring to be heard were given an opportunity to be heard, and all matters and things pertaining to the levy of the continued assessments were fully heard and considered by this Board, and all oral statements and all written protests or communications were duly heard, and this Board thereby acquired justification to order the levy and the confirmation of the diagram and assessment prepared by and made a part of the Engineer's Report to pay the costs and expenses thereof;

NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE COUNTY OF YOLO THAT:

1. The above recitals are true and correct and incorporated herein by reference.

2. The public interest, convenience and necessity require the continued levy and collection of assessments within the Assessment District for the fiscal year 2023-2024 pursuant to the Act and Article XIIID of the California Constitution.

3. The Assessment District benefited by the improvements and assessed to pay the costs and expenses thereof, and the exterior boundaries thereof, are as shown by a map filed in the office of the Clerk of the Board, which map is made a part hereof by reference.

4. The Engineer’s Report is approved and confirmed; specifically: (a) the Engineer's estimate of the itemized and total costs and expenses of maintaining the improvements and of the incidental expenses in connection therewith; (b) the diagram showing the Assessment District, plans and specifications for the improvements to be maintained and the boundaries and dimensions of the respective lots and parcels of land within the Assessment District; and (c) the assessment of the total amount of the cost and expenses of the proposed maintenance of the improvements upon the several lots and parcels of land in the Assessment District in proportion to the estimated special benefits to be received by such lots and parcels, respectively, from the maintenance, and of the expenses incidental thereto.

5. Final adoption and approval of the Engineer's Report as a whole, and of the plans and specifications, estimate of the costs and expenses, the diagram and the assessment, as contained in the Engineer’s Report, is intended to and shall refer and apply to the Engineer’s Report, or any portion thereof as amended, modified, or revised or corrected by, or pursuant to and in accordance with, any resolution or order, if any, adopted or made by this Board.

6. The continued assessment to pay the costs and expenses of the maintenance of the improvements for fiscal year 2023-2024 is hereby levied at the rate of THIRTY-SEVEN DOLLARS AND ZERO CENTS ($37.00) per parcel. For further particulars pursuant to the provisions of the Act, reference is hereby made to the Engineer's Report.

7. Based on the oral and documentary evidence, including the Engineer's Report, offered and received at the hearing, this Board expressly finds and determines (a) that each of the several lots and parcels of land will be specially benefited by the maintenance of the improvements at least in the amount if not more than the amount, of the assessment apportioned against the lots and parcels of land, respectively, and (b) that there is substantial evidence to support, and the weight of the evidence preponderates in favor of, the aforesaid finding and determination as to special benefits.

8. Immediately upon the adoption of this resolution, but in no event later than the third Monday in August following such adoption, the Clerk of the Board shall file a certified copy of the diagram and assessment and a certified copy of this resolution with the Auditor of the County of Yolo. Upon such filing, the County Auditor shall enter on the County assessment roll opposite each lot or parcel of land the amount of assessment thereupon as shown in the assessment. The assessments shall be collected at the same time and in the same manner as County taxes are collected and all laws providing for the collection and enforcement of County taxes shall apply to the collection and enforcement of the assessments, after collection by the County, the net amount of the assessments, after deduction of any compensation due the County for collection, shall be paid to the Assessment District.

9. The Board of Supervisors certifies that the assessments to be placed on the fiscal year 2023-2024 property tax bills meet the requirements of Proposition 218 that added Articles XIIIC and XIIID to the California Constitution.

PASSED AND ADOPTED by the Yolo County Board of Supervisors this 6th day of June, 2023 by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:
RECUSE:

Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By:_____

Approved as to Form:
Philip J. Pogledich, County Counsel

By:_____
Kimberly Hood, Asst. County Counsel

COUNTY OF YOLO

Leslie Lindbo

DEPARTMENT OF COMMUNITY SERVICES PUBLIC WORKS DIVISION

292 West Beamer Street, Woodland, CA; 95695-2598; (530) 666-8775; FAX (530) 666-8156; www.yolocounty.org

CLARKSBURG LIGHTING ASSESSMENT DISTRICT

ANNUAL ENGINEER'S REPORT

FISCAL YEAR 2023-24

APRIL 2023

PURSUANT TO THE LANDSCAPING AND LIGHTING ACT of 1972

COUNTY OF YOLO

BOARD OF SUPERVISORS:

Oscar Villegas, Chair

Lucas Frerichs, Vice-Chair

Angel Barajas

Jim Provenza

Gary Sandy

COUNTY SERVICE AREA MANAGER:

Kimberly Villa

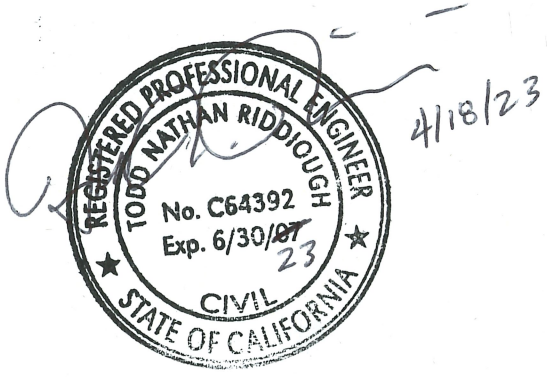
ENGINEER OF WORK:

County of Yolo, Department of Community Services, Public Works Division

292 W. Beamer Street, CA 95695

Phone: 530-666-8775

Lead Assessment Engineer: Todd N. Riddiough, P.E.



This report is prepared pursuant to, and in compliance with, the requirements of the "Landscaping and Lighting Act of 1972" (Streets & Highway Code sections 22500 et seq.), as amended.

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INTRODUCTION

HISTORY AND OVERVIEW

The Clarksburg Lighting Assessment District ("District") is responsible for providing street light services for the community of Clarksburg. The District was formed on August 10, 1982 by the Yolo County Board of Supervisors pursuant to the Landscape and Lighting Act of 1972 (Streets & Hwy Code §§ 22500) with the adoption of Resolution No. 82-108.

The streetlights are operated and maintained by Pacific Gas and Electric Company (PG&E) and the street light service provided within the District for the benefit of the District's property owners is currently funded from an annual assessment of $35 per parcel, approved on November 23, 2021 following an assessment ballot proceeding, with an annual inflator of the change in the Consumer Price Index (CPI-W and CPI-U) for the San Francisco-Oakland-Hayward, CA area for the most recent February to February as compiled by the Bureau of Labor Statistics, or 5-percent, whichever is lower. The rate is then rounded to the nearest whole dollar. This was the first increase to the assessment since June 21, 1994, when the annual assessment was set at $22 per parcel and did not include a mechanism to adjust for cost inflation. The assessment proceeds are exclusively used for providing street light services within the District, including servicing and maintenance, plus incidental expenses.

In accordance with the provisions of the Landscaping and Lighting Act of 1972, this report has been prepared to determine the annual assessments required for the costs of operating and maintaining the District's street lights and to determine the general and special benefits received from the Improvements by property within the District and the method of assessment apportionment to lots and parcels. This Report and the assessments have been made pursuant to the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the California Streets and Highways Code (the "Act") and Article XIIID of the California Constitution (the "Article")

ENGINEER'S REPORT AND CONTINUATION OF ASSESSMENTS

As required by the Act, this Report includes a diagram or map of the District, the benefits received by property from the Improvements within the District, and the method of assessment apportionment to lots and parcels within the District. If the Board of Supervisors approves this Engineer's Report and the proposed Assessments by resolution, a public notice will be published in the local newspaper and on the County website. The resolution preliminarily approving the Engineer's Report and public notice will include the date for a public hearing. At the appointed time and place, a public hearing is held to allow public testimony about the proposed Assessments. At this hearing, the Board will hear public testimony before the close of the public comment period of the public hearing. After the public comment period, the Board may take action to approve the levying of Assessments for Fiscal Year 2023-24. If so confirmed and approved, the Assessments would be submitted to the Yolo County Auditor/Controller for inclusion on the property tax rolls for fiscal year 2023-24.

PLANS AND SPECIFICATIONS

There are 173 parcels within the District. Please see the Clarksburg Lighting Assessment District Map (Attachment A) identifying the 173 District parcels within the District boundary. An Assessment Roll (Attachment B) of the 173 parcels is also attached. The streetlights constructed and maintained with the assessment proceeds are all located within the District boundaries and provide special benefits to the assessed properties with illumination to streets and sidewalks enabling improved access and safety to the District's residents.

Incidental expenses include all of the following:

- The costs of preparation of the annual Engineer's Report;
- The costs of printing, advertising, and the giving of published, posted and mailed notices;
- Compensation payable to the County for collection of assessments
- Compensation of any engineer or attorney employed to render services in proceedings pursuant to this service;
- Any other expenses incidental to the construction, installation, or maintenance and servicing of the Improvements;
- Any expenses incidental to the issuance of bonds or notes pursuant to Streets and Highway Code Section 22662.5; and
- Costs associated with an election held for the approval of a new or increased assessment (Streets & Highway Code 22526).

MAINTENANCE AND IMPROVEMENTS

The streetlights that will be maintained by the District, consists of 21 streetlights and all required appurtenances. This includes the cost of power plus maintenance service for streetlight poles, lamps, and glassware. Dedicated funding, often referred to as "reserves" will be used to augment for replacement costs as needed. Reserves are needed in the event improvements need to be replaced due to failure, damage, natural disaster, or other reasons.

FISCAL YEAR 2023-2024 ESTIMATE OF COSTS

The Landscaping and Lighting Act provides that the total costs for providing the maintenance and servicing of the District Improvements and facilities can be recovered in the assessment, including incidental expenses. The latter can include engineering fees, legal fees, printing, mailing, postage, publishing, and all other costs identified with the District's costs of service and annual assessment proceedings. An estimate of District costs for fiscal year 2023-24 for the maintenance and servicing of the Improvements is provided below.

Service	Cost	Notes
PG&E	$ 3,300	Based on PG&E expenses from last five years
PG&E Rate Volatility Reserve (10% of PG&E cost)	$ 330	10% of the above PG&E yearly costs to account for expected yearly rate increases by the utility
Fund Reserve	$ 750	To build reserve for future repairs/replacements ($ 20,000 estimated to be needed for a street light replacement; currently there are not enough reserve funds to cover one street light replacement if it was required.)
Assessment District Administration	$ 1,531	Annual charge for staff time administering the district, preparing engineer's reports, anticipated cost to hold future proceedings for annual levies, and unanticipated, miscellaneous administrative activities.
Department of Financial Services	$ 525	Annual charges for auditing District activities
Total Annual Revenue Required	**$ 6,436**	
Operating Net to be Assessed	**$ 6,436**	
Current Annual Assessment Per Parcel	$ 35	173 total District parcels
Fiscal year 2023-24 Proposed assessment	$ 37	Based on 2023 February CPI of 5.3%. The inflation caps at 5%.

*Fiscal Years is equal to the maximum assessment rate in the first fiscal year the Increased Assessment was levied ($35 per parcel), adjusted annually by the change in the Consumer Price Index (CPI-W and CPI-U) for the San Francisco-Oakland-Hayward, CA area for the most recent February to February as compiled by the Bureau of Labor Statistics, or 5-percent, whichever is lower. The rate shall be rounded to the nearest dollar.

FUND BALANCE STATUS

The fund balance for this assessment has a five-year average of $3,420, based on fiscal year 2016- 20221. In fiscal year 2021-2022, a successful proceeding was conducted in accordance with Landscape & Lighting District Law of 1972 (Streets & Hwy Code 22501 et seq.) and Proposition 218 (Cal. Const., article XIIID, section 4) to increase the assessment

from the 1994 rate and allow flexibility for an annual inflationary adjustment up to five percent. This successful effort included an engineer's report, resolutions to the board, public outreach efforts and a public hearing. The expenses to hold this required Proposition 218 proceeding were significantly higher than previous years of CSA Administrative costs, but if the assessment had not been increased, the District was facing insolvency. Due to these increased expenses in FY 2021-2022 and a lack of fund reserves, the fund balance is negative. In order to help rebuild the fund reserve, adjusting the annual assessment by $2 is recommended. This increase is consistent with the inflationary adjustment the Board approved as part of the assessment proceeding in 2021, which authorizes an annual adjustment by the change in the Consumer Price Index (CPI-W and CPI-U) for the San Francisco-Oakland-Hayward, CA area for the most recent February to February as compiled by the Bureau of Labor Statistics, or 5-percent, whichever is lower. The CPI increase from February to February was 5.3% so an increase of up to five percent is permitted. The year-over-year financial summary follows:

Clarksburg CSA Financial Summary (unaudited) April 2023							
Revenue / Expenses	**2016-17 Actual**	**2017-18 Actual**	**2018-19 Actual**	**2019-20 Actual**	**2020-21 Actual**	**2021-22 Actual**	**2022-23 Projected**
Operating Revenue	**$ 3,569**	**$3,576**	**$ 3,676**	**$ 3,941**	**$ 3,800**	**$ 3,893**	**$ 6,055**
Operating Expenses							
Street lighting service (Utility)	$ 3,042	$3,502	$ 3,040	$ 3,033	$ 2,288	$ 2,442	$ 3,500
Financial Services - Audit/Account	$ 425	$ 616	$ 434	$ 446	$ 173	$ 173	$ 400
CSA administration		$ 231	$ 825	$ 491	$ 643	$ 8,504	$ 1,531
Total Operating Expenses	**$ 3,467**	**$4,349**	**$ 4,299**	**$ 3,970**	**$ 3,104**	**$ 11,119**	**$ 5,431**
Operating Net	**$ 102**	**$ (773)**	**$ (623)**	**$ (29)**	**$ 696**	**$ (7,226)**	**$ 624**
End of Year Fund Balance Available	**$ 4,294**	**$3,521**	**$ 2,898**	**$ 2,869**	**$ 3,519**	**$ (3,953)**	**$ (3,329)**
Fiscal Year 2021-2022 resulted in higher than budgeted expenses due to the Prop. 218 proceedings							

METHOD OF ASSESSMENT APPORTIONMENT

Pursuant to the Landscaping and Lighting Act of 1972 and Article XIII D of the Constitution of the State of California, all parcels that have special benefit conferred upon them as a result of the maintenance and operation of the street lighting improvements shall be identified and the proportionate special benefit derived by each identified parcel shall be determined in relationship to the entire cost of the maintenance and operation of the improvements. Only parcels that receive direct special benefit are assessed, and each parcel is assessed in proportion to the estimated benefit received.

Proper maintenance of the street lighting specially benefits parcels within the District. The street lighting reduces property-related crimes (especially vandalism) against properties in the District. The street lighting within the District contribute to a specific enhancement of the property value of each of the parcels. The benefit provided consists of safety for pedestrians, motorists living and owning property in the District during the nighttime hours.

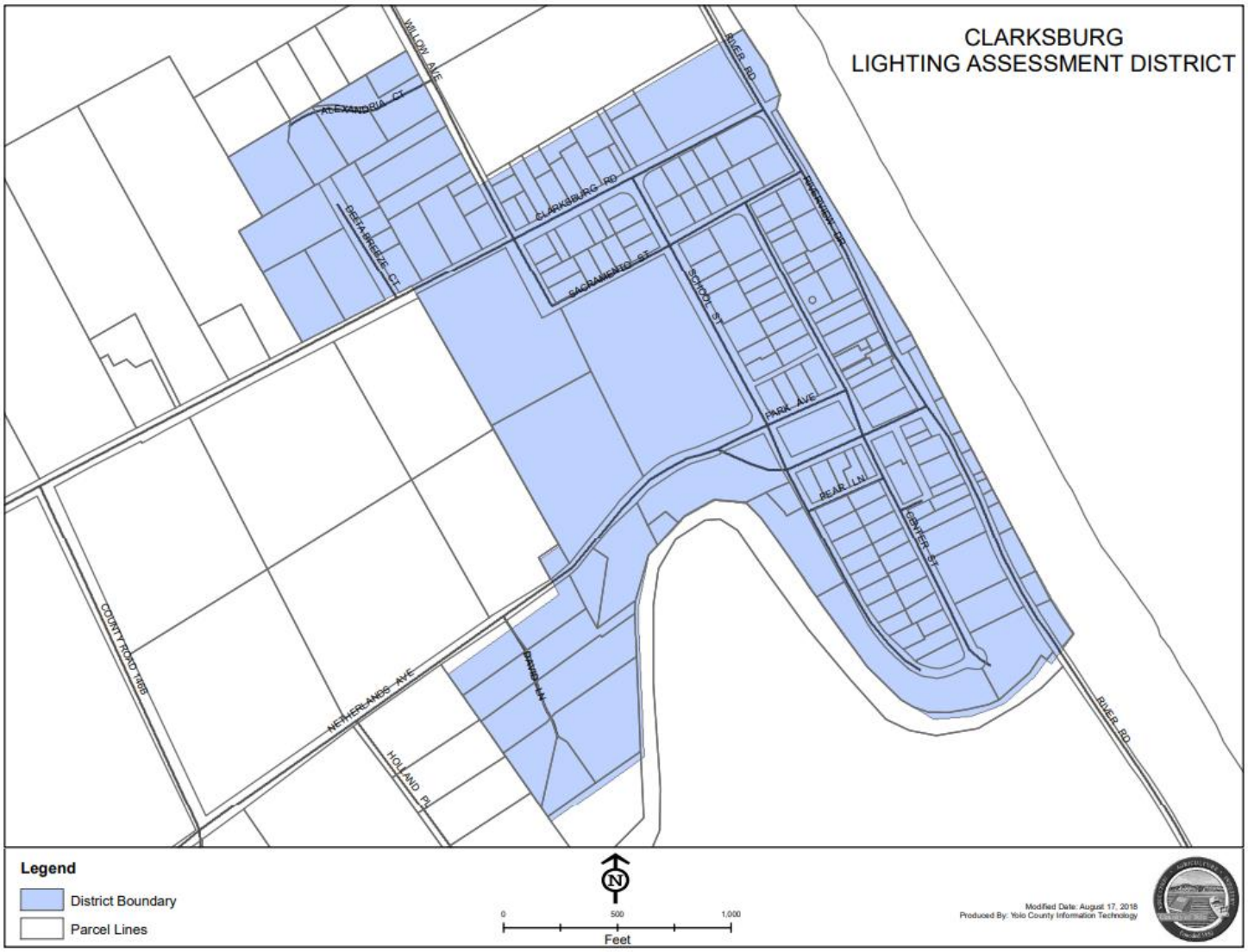
Streetlights are considered an integral part of the entire street, same as curb, gutters, pavement, signage, and striping. They are elements that provide a safe route for motorists and pedestrians. Streetlights are installed to make streets safer. Proper operation maintenance of the system assures that these benefits are ongoing. Streetlights benefit residential and non-residential property.

The system of roadway infrastructure is established to provide access to each parcel in the District. Streetlights provide a safer street environment for owners of the parcels served. If the parcels were not subdivided to individual parcels within the District, there would be no need for providing a system of streets with safety lighting for the owners of the individual parcels. The County has determined that the streetlights are an integral part of the quality of life within the District. Therefore, the installation, operation and maintenance of streetlights are for the special benefit of the parcels within the District. Each parcel within the District received substantially similar benefit from the improvements regardless of their location. Furthermore, the cost of maintaining and operating each light is substantially the same, regardless of the location of the light within the District. Therefore, a fixed assessment was proposed for each parcel regardless of parcel size or zoning. The special benefits to be derived from the Assessments was conferred on property and was not based on a specific property owners' use of the improvements, owner occupancy of the parcel, or the owner's demographic status, and thus the appropriate method of assessment apportionment should be based on an equal per parcel basis with total costs apportioned equally amongst the 173 District parcels.

ASSESSMENT FUNDS MUST BE EXPENDED WITHIN THE ASSESSMENT DISTRICT AREA

The net available Assessment funds, after incidental, administrative, financing, and other costs, shall be expended exclusively for Improvements within the boundaries of the Assessment District and appropriate incidental and administrative costs as defined in the Plans and Specifications section.

ATTACHMENT A – DISTRICT MAP



ATTACHMENT B - ASSESSMENT ROLL

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CLARKSBURG LIGHTING DISTRICT ASSESSMENT FOR 2023-2024

Yolo County Board of Supervisors

June 6th, 2023

PROPOSED ASSESSMENT RATES

	Approved FY 21-22 (Unchanged since 1982)	Approved FY 22-23	Proposed FY 23-24
Clarksburg Lighting Assessment	$22.00	$ 35.00	$37.00

ADOPTING THE ANNUAL ASSESSMENT

1

- Engineer's Report
- Resolution to hold a Public Hearing approved at the Board on May 9, 2023

2

- Public Notice in Newspaper
  - May 26, 2023

3

- Board of Supervisors
  - Hold Public Hearing
  - Adopt resolution continuing the levy of assessments

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-Community Services 54.
Board of Supervisors **County Service Areas**

Meeting Date:	06/06/2023
Brief Title:	North Davis Meadows Water System Consolidation Project - Financing Plan Approval
From:	Leslie Lindbo, Director, Department of Community Services
Staff Contact:	Kimberly Villa, Community Services Analyst, Department of Community Services, x8431
Supervisorial District Impact:	District 2

Subject

Receive presentation on the North Davis Meadows Water Consolidation Project; adopt resolution approving documents and actions for approval of the State Water Resources Control Board State Revolving Fund Loan program financing for the North Davis Meadows County Service Area Water System Consolidation Project financing, including authorizing the execution and delivery of an Installment Sale Agreement for up to $8,135,600; and adopt resolution updating the authorizing resolution delegating authority to the County Administrator, the Director of Community Services and other designated officers to execute the financing agreement, amendments and funding certifications for the Project. (No general fund impact) (Lindbo/Villa) (Est. Time: 5 min)

Recommended Action

A. Receive presentation on the North Davis Meadows Water Consolidation Project ("Project") financing through the State Water Resources Control Board (SWRCB) State Revolving Fund (SRF) Loan Program;

B. Adopt a resolution authorizing the execution and delivery of an Installment Sale Agreement, for up to $8,135,600 in Drinking Water State Revolving Funds between the County of Yolo and the SWRCB, and the execution of all implementing documents, for financial assistance in connection with the Project (Attachments A and B); and

C. Adopt a resolution authorizing the County Administrator, the Director of Community Services, and other designated officers to sign the financing agreement, amendments and funding certifications for the Project (Attachment C).

Strategic Plan Goal(s)

Safe Communities

Reason for Recommended Action/Background

Since 2009, the North Davis Meadows County Service Area (CSA) has been working toward a permanent solution for mitigation of water quality concerns in the community's public water system, most notably nitrate, hexavalent chromium, aluminum and iron in excess of maximum contaminant levels (MCLs). Absent progress toward a viable solution, the community is at risk for $1,000 fines per day, per constituent over the MCL (currently $3,000 per day absent an MCL for hexavalent chromium). After assessing a variety of options for providing a potable water supply that meets all drinking water standards, including treatment at the well-head and drilling deep wells, the North Davis Meadows CSA Advisory Committee and the community concluded that consolidating with the City of Davis public water system was the most reliable and cost-effective method to comply with California drinking water regulations and to ensure the health and safety, including fire protection, for the residents of North Davis Meadows. On September 27, 2016, the Board of Supervisors approved an agreement for the North Davis Meadows CSA Water System Consolidation Project ("the Project") design work related to extending City of Davis water to the North Davis Meadows CSA, following the adoption of the Initial Study/Negative Declaration. An addendum to the Negative

Declaration was later adopted by the Board of Supervisors on March 20, 2018, and a second addendum was adopted on November 22, 2022, to address minor Project changes.

Project Financing - Approval of the State of California Clean Water State Revolving Fund Loan
On March 20, 2018, the Board of Supervisors approved water rate increases to pay for the Project and approved various resolutions required by the State Water Resources Control Board (SWRCB) to secure favorable Project financing through the Drinking Water State Revolving Fund (SRF) program. The SWRCB provides financial assistance to municipalities for water and wastewater projects, including loan and grant funding for construction of municipal drinking water facilities. The County received commitments from the SWRCB for both a grant in the amount of $7.6 Million for the Project ($80,000 per parcel) to cover the majority of the costs of the Project, with the remainder represented by a loan made by the SWRCB under its State Revolving Fund Loan program (the "SRF Loan"). The SRF Loan will be evidenced by an installment sale agreement (the "Installment Sale Agreement") between the County and the SWRCB, under which the SWRCB agrees to sell the Project to the County in return for annual installment payments (the "Installment Payments") to be made by the County as the purchase price of the Project. The Installment Payments are sized to repay the SRF Loan, and are payable by the County solely from the water fees and charges adopted by the North Davis Meadows CSA on March 20, 2018, to cover the anticipated annual repayment of the SRF Loan.

The attached resolution (Attachment A) approves the financing plan for the Project and authorizes the execution and delivery of the Installment Sale Agreement by the County, confirms the appointment of professionals in connection with the financing, and designates certain County officers to execute the Installment Sale Agreement and take other actions necessary to implement the financing plan. The Installment Sale Agreement (Attachment B) will be finalized and executed when the SWRCB returns the execution copy with the numbers inserted but the form of the Installment Sale Agreement has been finalized with SWRCB's legal department. In addition, the resolution and attachments thereto contain the public disclosures required by Government Code section 5852.1. Section 5852.1 requires the Board of Supervisors to make certain public disclosures regarding the proposed financing by obtaining a good faith estimate from a financial adviser that includes the principal amount of the loan, the true interest cost, and the total payment amount, among other disclosures. The good faith estimate for the Project's SRF financing was prepared by KNN Public Finance, LLC based upon a total estimated Project construction cost of $8,135,600 and an interest rate of 2.1%, and also includes two scenarios, one with the anticipated $7.6 million in grant proceeds and the other without the grant proceeds, to ensure we have reviewed both scenarios pending receipt of a final Installment Sale Agreement with the grant financing from the SWRCB. The good faith estimate is included as Appendix A to the resolution.

The Installment Sale Agreement is anticipated to be in substantially the form provided in Attachment B, which has been approved by SWRCB's assigned legal counsel and is anticipated to be finalized in the next two months per the latest update from the SWRCB. Adopting the attached resolution will ensure there is no further delay in executing the Installment Sale Agreement and proceeding with the Project once the final financing documents are submitted by the SWRCB for signature.

Authorizing Resolution
Staff are also requesting adoption of the resolution identifying the "authorized representative" on behalf of the County who may sign the SRF financing agreement and other Project documents on behalf of the County, as required by the SWRCB (Attachment C). The initial authorizing resolution identified the County Administrator as the "authorized representative" (Resolution No. 18-30). On November 22, 2022, the Board approved an updated resolution (Resolution No. 22-146) updating the prior authorization to designate the Director of Community Services as the County's "authorized representative" in order to streamline the signature process once the SRF financing agreement review process is completed. To be consistent with the resolution approving the financing plan and per direction from the SWRCB, the attached resolution further updates the "authorized representative" for the County to be the County Administrator, the Assistant County Administrator, Director of Community Services, or the Chief Financial Officer to sign the Installment Sale Agreement and other documents necessary to complete and implement the financing for the Project.

Collaborations (including Board advisory groups and external partner agencies)
County Counsel, Dept. of Financial Services, SWRCB, Jones Hall, KNN Public Finance LLC

Competitive Bid Process/Vendor Performance
N/A

Fiscal Information
Fiscal impact (see budgetary detail below)

Fiscal Impact of this Expenditure

Total cost of recommended action	$8,135,600
Amount budgeted for expenditure	$8,135,600
Additional expenditure authority needed	$0
On-going commitment (annual cost)	$24,251

Source of Funds for this Expenditure

SRF Grant	$7,600,000
SRF Loan	$535,600

Further explanation as needed

The North Davis Meadows CSA Water Enterprise Fund is the source of repayment for the SRF loan. The numbers above are based upon an anticipated project cost of $8,135,600, grant funding of $7.6 million ($80,000 per connection), and a 2.1% interest rate. The SRF loan program financing is a 30-year term and will have an annual debt service payment of approximately $24,063.16 and a total debt service of $727,516.96. The estimated amounts above may differ, as specified in the good faith estimate, if the grant funding is less than $7.6 million. The annual debt service without any grant funding would be approximately $368,358.97.

Attachments

Att. A. Resolution
Att. B. Installment Sale Agreement
Att. C. Amended Resolution
Att. D. Presentation

Form Review

Inbox	Reviewed By	Date
Kimberly Hood	Kimberly Hood	05/23/2023 10:31 AM
Leslie Lindbo	Leslie Lindbo	05/24/2023 04:34 PM
Kimberly Hood	Kimberly Hood	05/25/2023 06:39 AM
Leslie Lindbo	Leslie Lindbo	05/25/2023 02:50 PM
Financial Services	KauXue Thao	05/26/2023 09:30 AM
County Counsel	Hope Welton	05/26/2023 10:23 AM
John Rowe	John Rowe	05/30/2023 09:12 AM
Form Started By: Kimberly Villa		Started On: 05/11/2023 11:54 AM
Final Approval Date: 05/30/2023		

RESOLUTION NO. 23-_____

A RESOLUTION AUTHORIZING THE EXECUTION AND DELIVERY OF AN INSTALLMENT SALE AGREEMENT, FOR UP TO $8,135,600 IN DRINKING WATER STATE REVOLVING FUNDS, BETWEEN THE COUNTY OF YOLO AND THE STATE WATER RESOURCES CONTROL BOARD, AND THE EXECUTION OF ALL IMPLEMENTING DOCUMENTS, FOR FINANCIAL ASSISTANCE IN CONNECTION WITH THE NORTH DAVIS MEADOWS COUNTY SERVICE AREA (CSA) WATER SYSTEM CONSOLIDATION PROJECT

WHEREAS, the County of Yolo ("the County") formed the North Davis Meadows County Service Area No. 10 ("North Davis Meadows CSA"), a dependent special district, pursuant to the County Service Area Law (Government Code §§ 25210 et seq.), which provides water and other services to the unincorporated Yolo County community of North Davis Meadows; and

WHEREAS, the property within North Davis Meadows CSA is currently served by two wells with concentrations of nitrate, iron and aluminum that exceed State maximum containment levels, and likely hexavalent chromium once new standards are set; and

WHEREAS, the County, on behalf of the North Davis Meadows CSA, and the City of Davis have been working collaboratively to consolidate the North Davis Meadows water system into the City of Davis Public Water System to replace use of the wells and, on December 11, 2018, entered into an Agreement for Water Service and System Maintenance and Transfer of Water Customers to City Service (Yolo County Agreement No. 18-261); and

WHEREAS, the County, on behalf of the North Davis Meadows CSA, has applied for financing in the form of a State Revolving Fund loan (the "SRF Loan") from the State Water Resources Control Board (the "SWRCB") to finance the project, which is commonly known as the North Davis Meadows CSA Water System Consolidation Project (the "Project"); and

WHEREAS, the SRF Loan will be evidenced by an installment sale agreement (the "Installment Sale Agreement") between the County and the SWRCB, under which the SWRCB agrees to sell the Project to the County in return for annual installment payments (the "Installment Payments") to be made by the County as the purchase price of the Project; and

WHEREAS, the County is authorized to enter into the Installment Sale Agreement in accordance with Government Code Section 23004; and

WHEREAS, the North Davis Meadows CSA adopted an increase in water fees and charges (the "CSA Fees") on March 20, 2018, to cover the anticipated annual repayment of the SRF Loan; and

WHEREAS, the Installment Payments will be payable from and secured solely by a pledge of and lien on the CSA Fees; and

WHEREAS, pursuant to Government Code Section 5852.1, certain information relating to the Installment Sale Agreement is set forth in Appendix A attached to this Resolution, and such information is hereby disclosed and made public;

WHEREAS, it is in the public interest, convenience and welfare and for the common benefit of the inhabitants of the North Davis Meadows CSA that the County enter into this financing with the SWRCB to finance the Project;

WHEREAS, the Board of Supervisors of the County of Yolo ("Board") wishes to take its action at this time approving the execution and delivery of the Installment Sale Agreement and the execution and delivery of related financing documents;

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, by the Board of Supervisors of the County of Yolo as follows:

Section 1. Recitals and Findings. The Board hereby finds and determines that the foregoing recitals are true and correct.

Section 2. Approval of Financing Plan. The Board of Supervisors hereby approves the financing plan described above for the purpose of providing funds to finance the acquisition, construction and installation of the Project. The aggregate principal amount of the Installment Payments shall not exceed the total estimated Project cost of $8,135,600. The Board acknowledges that the actual principal amount of the Installment Payments may decline based on the amount of the anticipated grant to be provided by the SWRCB for the Project. The maximum interest component of the Installment Payments shall be a fixed rate not in excess of 2.10%.

Section 3. Approval of Installment Sale Agreement. The Board of Supervisors hereby approves the Installment Sale Agreement in substantially the form thereof on file with the Clerk of the Board of Supervisors, together with any changes therein or additions thereto deemed advisable by the County Administrator, Assistant County Administrator, the Director of Community Services or Chief Financial Officer (each, an "Authorized Representative"), the execution of which by an Authorized Representative shall be conclusive evidence of the approval of any such changes or additions. Each Authorized Representative is each hereby authorized and directed for and in the name and on behalf of the County to execute, and the Clerk of the Board is hereby authorized and directed to attest, the final form of the Installment Sale Agreement. The Board hereby finds that the Installment Sale Agreement, when duly executed and delivered by the County and the SWRCB, will constitute a valid agreement, enforceable against the County in accordance with its terms, will comply with all applicable debt management policies of the County and any prior resolutions adopted by the Board concerning the Project, and to the extent of any conflicts between the Installment Sale Agreement so executed and such policies and resolutions, the provisions of the Installment Sale Agreement shall control.

Section 4. Professional Services**.** The appointment of KNN Public Finance, LLC, as municipal advisor, and Jones Hall, A Professional Law Corporation, as special counsel, are hereby ratified and confirmed. Any officer of the County is hereby authorized and directed to execute an agreement with each of such firms.

Section 5. Official Actions. Each Authorized Representative, the Clerk of the Board, County Counsel, and all other officers of the County are each authorized and

directed in the name and on behalf of the County to execute any and all assignments, certificates, requisitions, agreements, notices, consents, instruments of conveyance, and other documents, which they or any of them deem necessary or appropriate in order to consummate any of the transactions contemplated by the agreements and documents approved under this Resolution, and to perform all acts necessary and proper for executing the Installment Sale Agreement and carrying out its terms. Whenever in this resolution any officer of the County is authorized to execute or countersign any document or take any action, such execution, countersigning or action may be taken on behalf of such officer by any person designated by such officer to act on his or her behalf if such officer is absent or unavailable. Any actions previously taken by any Authorized Representative, the Clerk of the Board and all other officers of the County in furtherance of this Resolution are hereby ratified and approved.

Section 6. Effective Date. This Resolution shall take effect immediately upon its passage and adoption.

* * * * * * * * *

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, on this 6th day of June, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

Oscar E. Villegas, Chair
County Board of Supervisors

ATTEST:
Julie Dachtler, Senior Deputy Clerk
Yolo County Board of Supervisors

By: _____
Deputy (Seal)

APPROVED AS TO FORM:
Philip J. Pogledich, County Counsel

_____
Kimberly Hood
Assistant County Counsel

APPENDIX A

REQUIRED DISCLOSURES PURSUANT TO GOVERNMENT CODE SECTION 5852.1

The good faith estimates set forth herein are provided with respect to the Installment Sale Agreement in accordance with California Government Code Section 5852.1. Such good faith estimates have been provided to the County by KNN Public Finance, LLC, the County's Municipal Advisor.

A. The following good faith estimates assume no grant proceeds will be received.

Principal Amount. The Municipal Advisor has informed the County that, based on the financing plan, its good faith estimate of the aggregate principal amount of the Installment Payments is $8,135,600.00 (the "Estimated Principal Amount").

True Interest Cost. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, its good faith estimate of the true interest cost with respect to the Installment Payments, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the proceeds received, is 2.099999%.

Finance Charge. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Installment Payments, its good faith estimate of the finance charge with respect to the Installment Sale Agreement, which means the sum of all fees and charges paid to third parties and other costs associated with the Installment Sale Agreement, is $0.00. Such fees and charges include fees for special counsel and municipal advisor.

Amount of Proceeds to be Received. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Installment Payments, its good faith estimate of the amount of proceeds expected to be received from the Installment Sale Agreement, less the finance charge estimated above, is $8,135,600.00.

Total Payment Amount. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Installment Payments, its good faith estimate of the total payment amount, which means the sum total of all Installment Payments, plus the finance charge described above and not paid with the proceeds of the Installment Sale Agreement, calculated to the final term of the Installment Sale Agreement, is $11,050,769.20.

B. The following good faith estimates assume grant proceeds in the amount of $7,600,000 will be received from the SWRCB.

Principal Amount. The Municipal Advisor has informed the County that, based on the financing plan, its good faith estimate of the aggregate principal amount of the Installment Payments is $535,600.00 (the "Estimated Principal Amount").

True Interest Cost. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, its good faith estimate of the true interest cost with respect to the Installment Payments, which means the rate necessary to discount the amounts payable on the respective principal and interest payment dates to the proceeds received, is 2.099993%.

Finance Charge. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Installment Payments, its good faith estimate of the finance charge with respect to the Installment Sale Agreement, which means the sum of all fees and charges paid to third parties and other costs associated with the Installment Sale Agreement, is $0.00. Such fees and charges include fees for special counsel and municipal advisor.

Amount of Proceeds to be Received. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Installment Payments, its good faith estimate of the amount of proceeds expected to be received from the Installment Sale Agreement, less the finance charge estimated above, is $535,600.00.

Total Payment Amount. The Municipal Advisor has informed the County that, assuming the Estimated Principal Amount, and based on the assumed interest rate with respect to the Installment Payments, its good faith estimate of the total payment amount, which means the sum total of all Installment Payments, plus the finance charge described above and not paid with the proceeds of the Installment Sale Agreement, calculated to the final term of the Installment Sale Agreement, is $727,516.96.

The foregoing estimates constitute good faith estimates only. The actual principal amount of the Installment Payments, the true interest cost thereof, the finance charges thereof, the amount of proceeds received therefrom and total payment amount with respect thereto may differ from such good faith estimates due to (a) the actual date of the execution and delivery of the Installment Sale Agreement being different than the date assumed for purposes of such estimates, (b) the actual principal amount of the Installment Payments being different from the Estimated Principal Amount, (c) the actual Installment Payments being different than the those assumed for purposes of such estimates, (d) the actual interest rate with respect to the Installment Payments being different than the assumed interest rate with respect thereto, or (e) alterations in the financing plan, delays in the financing, or a combination of such factors. The actual date of execution and delivery of the Installment Sale Agreement and the actual principal amount of the Installment Payments will be determined by the County based on the timing of the need for proceeds and other factors. The actual interest rate borne by the Installment Payments may differ from those assumed.

DRAFT DATED: 3/10/2023

DRINKING WATER

COUNTY OF YOLO

AND

CALIFORNIA STATE WATER RESOURCES CONTROL BOARD

CONSTRUCTION

INSTALLMENT SALE AGREEMENT

PROJECT NO. 5700788-003C

NORTH DAVIS MEADOWS WATER CONSOLIDATION PROJECT

AGREEMENT NO. [XXXX]

PROJECT FUNDING AMOUNT: $
GRANT COMPONENT: $
ESTIMATED REASONABLE PROJECT COST: $

ELIGIBLE WORK START DATE: _____
ELIGIBLE CONSTRUCTION START DATE: _____

COMPLETION OF CONSTRUCTION DATE: _____
FINAL REIMBURSEMENT REQUEST DATE: _____
FINAL PAYMENT DATE: _____
RECORDS RETENTION END DATE: _____

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AGREEMENT

1. AUTHORITY.

(a) The State Water Resources Control Board (State Water Board) is authorized, and implements its authority, to provide financial assistance under this Agreement pursuant to

Section 116760 et seq. of the Health and Safety Code, and Resolution Nos. 2019-0065 and 2022-0041.

Senate Bill 129 (Stats. 2021, Ch. 69), Item 3940-106-0001 of Section 2.00 of the Budget Act of 2021, Provision 1, and Resolution No. 2022-0041.

(b) The Recipient is authorized to enter into this Installment Sale Agreement (Agreement) pursuant to Resolution No. _____, dated _____.

2. INTENTION.

(a) The Recipient desires to receive financial assistance for and undertake work required for the drinking water construction Project according to the terms and conditions set forth in this Agreement.

(b) The State Water Board proposes to assist in providing financial assistance for eligible costs of the Project in the amount set forth in Exhibit B, according to the terms and conditions set forth in this Agreement, with the expectation that the Recipient shall repay a portion of the financial assistance to the State Water Board.

(c) The Recipient intends to evidence its obligation to submit Payments to the State Water Board and secure its obligation with CSA Fees, as set forth in Exhibit B, according to the terms and conditions set forth in this Agreement.

(d) The Recipient intends to certify and evidence its compliance with the Tax Covenants set forth in Exhibit F.

(e) The Recipient intends to connect the Project with the water system of the City of Davis (City) and shall ensure that the City will own, operate, and maintain the Project after Completion of Construction.

3. AGREEMENT, TERM, DOCUMENTS INCORPORATED BY REFERENCE.

In consideration of the mutual representations, covenants and agreements herein set forth, the State Water Board and the Recipient, each binding itself, its successors and assigns, do mutually promise, covenant, and agree to the terms, provisions, and conditions of this Agreement.

(a) The Recipient hereby sells to the State Water Board and the State Water Board hereby purchases from the Recipient the Project. Simultaneously therewith, the Recipient hereby purchases from the State Water Board, and the State Water Board hereby sells to the Recipient, the Project in accordance with the provisions of this Agreement. All right, title, and interest in the Project shall immediately vest in the Recipient on the date of execution and delivery of this Agreement by both parties without further action on the part of the Recipient or the State Water Board.

(b) Subject to the satisfaction of any condition precedent to this Agreement, this Agreement shall become effective upon the signature of both the Recipient and the State Water Board. Conditions precedent are not limited to the following:

i. The Recipient must deliver to the Division a resolution authorizing this Agreement.
ii. The Recipient must deliver an opinion of bond counsel and general counsel satisfactory to the State Water Board's counsel dated on or after the date that the Recipient signs this Agreement.
iii. Prior to the disbursement of funds by the State Water Board, the Recipient must deliver to the Division an amendment to Yolo County Agreement No. 18-261 satisfactory to the Division's counsel that includes the State Water Board as a third-party beneficiary.

(c) Upon execution, the term of the Agreement shall begin on the Eligible Work Start Date and extend through the Final Payment Date.

(d) This Agreement includes the following exhibits and attachments thereto:

i. EXHIBIT A – SCOPE OF WORK
ii. EXHIBIT B – FUNDING TERMS
iii. EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS
iv. EXHIBIT D – SPECIAL CONDITIONS
v. EXHIBIT E – PAYMENT SCHEDULE
vi. EXHIBIT F – TAX CERTIFICATE

(e) This Agreement includes the following documents incorporated by reference, as well as any documents incorporated by reference in Exhibit D:

i. the Final Plans & Specifications, which are the basis for the construction contract to be awarded by the Recipient;
ii. the Drinking Water System Permit No. 5700788, and any amendments thereto;
iii. the Recipient's Reimbursement Resolution No. 18-31 dated March 20th, 2018;
iv. the Recipient's Tax Questionnaire dated December 4th, 2021;
v. the Davis-Bacon requirements found at: https://www.waterboards.ca.gov/water_issues/programs/grants_loans/srf/docs/2022/2022-dwsrf-governmental-entities-public.pdf
vi. Yolo County Agreement No. 18-261, Agreement for Water Service and System Maintenance and Transfer of Water Customers to City Service dated December 11, 2018.

(f) This Agreement, and any amendments hereto, may be executed and delivered in any number of counterparts, each of which when delivered shall be deemed to be an original, but such counterparts shall together constitute one document. The parties may sign this Agreement, and any amendments hereto, either by an electronic signature using a method approved by the State Water Board or by a physical, handwritten signature. The parties mutually agree that an electronic signature using a method approved by the State Water Board is the same as a physical, handwritten signature for the purposes of validity, enforceability, and admissibility.

4. PARTY CONTACTS

State Water Board		[Recipient]	
Section:	Division of Financial Assistance		
Name:	xxxx, Project Manager	Name:	Title
Address:	1001 I Street, ___ Floor	Address:	
City, State, Zip:	Sacramento, CA 95814	City, State, Zip:	
Phone:	(916)	Phone:	
Fax:	(916)	Fax:	
Email:	[PMemail]@waterboards.ca.gov [programemail@waterboards.ca.gov]	Email:	

The Recipient may change its contact upon written notice to the Division, which notice shall be accompanied by authorization from the Recipient's Authorized Representative. The State Water Board will notify the Recipient of any changes to its contact.

While the foregoing are contacts for day-to-day communications regarding Project work, the Recipient shall provide official communications and events of Notice as set forth in Exhibit C to the Division's Deputy Director.

5. DEFINITIONS.

Unless otherwise specified, each capitalized term used in this Agreement has the following meaning:

"Additional Payments" means the reasonable extraordinary fees and expenses of the State Water Board, and of any assignee of the State Water Board's right, title, and interest in and to this Agreement, in connection with this Agreement, including all expenses and fees of accountants, trustees, staff, contractors, consultants, costs, insurance premiums and all other extraordinary costs reasonably incurred by the State Water Board or assignee of the State Water Board.

"Allowance" means an amount based on a percentage of the accepted bid for an eligible project to help defray the planning, design, and construction engineering and administration costs of the Project.

"Agreement" means this agreement, including all exhibits and attachments hereto.

"Authorized Representative" means the duly appointed representative of the Recipient as set forth in the certified original of the Recipient's authorizing resolution that designates the authorized representative by title.

"Charge In Lieu of Interest" means any fee or charge in lieu of some or all of, but not to exceed, the interest that would otherwise be owed under this Agreement, as set forth in Exhibit E.

"City" means the City of Davis, a general law city.

"Completion of Construction" means the date, as determined by the Division after consultation with the Recipient, that the work of building and erection of the Project is substantially complete, and is identified in Exhibit A of this Agreement.

"Consolidation Agreement" means an agreement between Recipient and the City dated December 11, 2018 and titled "Yolo County Agreement No. 18-261, Agreement for Water Service and System Maintenance and Transfer of Water Customers to City Service," as amended, supplemented, and restated, or otherwise modified from time to time.

“Cover Page” means the front page of this Agreement.

“County” means the County of Yolo.

“CSA” means the North Davis Meadows County Service Area (CSA 10) previously established by the Recipient.

"CSA Fees” means the water fees collected by the Recipient from customers within the CSA.

“CSA Fund” consists of the fund established under Exhibit B for the deposit of CSA fees received by the Recipient.

“CSA Obligation” means any obligation of the Recipient payable from the CSA Fees, including but not limited to this Obligation, any Parity Obligation, any Subordinate Obligation, and such additional obligations as may hereafter be issued in accordance with the provisions of such obligations and this Agreement.

“Days” means calendar days unless otherwise expressly indicated.

“Debt Service” means, as of any date, with respect to outstanding CSA Obligations and, in the case of the additional debt tests in Exhibit B of this Agreement, any CSA Obligations that are proposed to be outstanding, the aggregate amount of principal and interest scheduled to become due (either at maturity or by mandatory redemption), together with any Charge In Lieu of Interest on this Obligation or other CSA Obligations to the State Water Board, calculated with the following assumptions:

a. Principal payments (unless a different subdivision of this definition applies for purposes of determining principal maturities or amortization) are made in accordance with any amortization schedule published for such principal, including any minimum sinking fund payments;

b. Interest on a variable rate CSA Obligation that is not subject to a swap agreement and that is issued or will be issued as a tax-exempt obligation under federal law, is the average of the SIFMA Municipal Swap Index, or its successor index, during the 24 months preceding the date of such calculation;

c. Interest on a variable rate CSA Obligation that is not subject to a swap agreement and that is issued or will be issued as a taxable obligation under federal law, is the average of SOFR, or its successor index, during the 24 months preceding the date of such calculation;

d. Interest on a variable rate CSA Obligation that is subject to a swap agreement is the fixed swap rate or cap strike rate, as appropriate, if the variable rate has been swapped to a fixed rate or capped pursuant to an interest rate cap agreement or similar agreement;

e. Interest on a fixed rate CSA Obligation that is subject to a swap agreement such that all or a portion of the interest has been swapped to a variable rate shall be treated as variable rate debt under subdivisions (b) or (c) of this definition of Debt Service;

f. Payments of principal and interest on a CSA Obligation are excluded from the calculation of Debt Service to the extent such payments are to be paid from amounts then currently on deposit with a trustee or other fiduciary and restricted for the defeasance of such CSA Obligations;

g. If 25% or more of the principal of a CSA Obligation is not due until its final stated maturity, then principal and interest on that CSA Obligation may be projected to amortize over the lesser of 30 years or the Useful Life of the financed asset, and interest may be calculated according to subdivisions (b)-(e) of this definition of Debt Service, as appropriate.

“Deputy Director” means the Deputy Director of the Division.

“District Office” means District Office of the Division of Drinking Water of the State Water Board.

"Division" means the Division of Financial Assistance of the State Water Board or any other segment of the State Water Board authorized to administer this Agreement.

“Division of Drinking Water” means the Division of Drinking Water of the State Water Board.

“Eligible Construction Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which construction costs may be incurred and eligible for reimbursement hereunder.

“Eligible Work Start Date” means the date set forth on the Cover Page of this Agreement, establishing the date on or after which any non-construction costs may be incurred and eligible for reimbursement hereunder.

“Event of Default” means the occurrence of any of the following events:

a) Failure by the Recipient to make any payment required to be paid pursuant to this Agreement, including Payments;
b) A representation or warranty made by or on behalf of the Recipient in this Agreement or in any document furnished by or on behalf of the Recipient to the State Water Board pursuant to this Agreement shall prove to have been inaccurate, misleading or incomplete in any material respect;
c) A material adverse change in the condition of the Recipient, the CSA Fees, the CSA Fund, the City, the Revenues, the Project, or the System, which the Division reasonably determines would materially impair the Recipient’s ability to satisfy its obligations under this Agreement.
d) Failure by the Recipient to comply with the additional debt test or reserve fund requirement, if any, in Exhibit B or Exhibit D of this Agreement;
e) Failure to operate the System or the Project without the Division’s approval, by either the Recipient or the City, regardless of which entity owns or operates the the Project or the System;
f) Failure by the Recipient, to observe and perform any covenant, condition, or provision in this Agreement, which failure shall continue for a period of time, to be determined by the Division;
g) The occurrence of a material breach or event of default under any CSA Obligation that results in the acceleration of principal or interest or otherwise requires immediate prepayment, repurchase or redemption;
h) Initiation of proceedings seeking arrangement, reorganization, or any other relief under any applicable bankruptcy, insolvency, or other similar law; the appointment of or taking possession of the Recipient’s property by a receiver, liquidator, assignee, trustee, custodian, conservator, or similar official; the Recipient’s entering into a general assignment for the benefit of creditors; the initiation of resolutions or proceedings to terminate the Recipient’s existence, or any action in furtherance of any of the foregoing;
i) A determination pursuant to Gov. Code section 11137 that the Recipient has violated any provision in Article 9.5 of Chapter 1 of Part 1 of Division 3 of Title 2 of the Government Code;
j) The occurrence of a material breach or event of default under the Consolidation Agreement; or

k) Loss of the Recipient's or City's rights, licenses, permits, or privileges necessary for the operation of the System or the Project, or the occurrence of any material restraint on the Recipient's CSA Fund by a government agency or court order, regardless of which entity holds the right, license, permit, privilege or fund.

"Final Payment Date" is the date by which all principal and accrued interest due under this Agreement is to be paid in full to the State Water Board and is specified on the Cover Page of this Agreement.

"Final Reimbursement Request Date" means the date set forth as such on the Cover Page of this Agreement, after which date, no further Project Funds disbursements may be requested.

"Fiscal Year" means the period of twelve (12) months terminating on June 30 of any year, or any other annual period selected and designated by the Recipient as its Fiscal Year in accordance with applicable law.

"Force Account" means the use of the Recipient's own employees, equipment, or resources for the Project.

"GAAP" means generally accepted accounting principles, the uniform accounting and reporting procedures set forth in publications of the American Institute of Certified Public Accountants or its successor, or by any other generally accepted authority on such procedures, and includes, as applicable, the standards set forth by the Governmental Accounting Standards Board or its successor, or the Uniform System of Accounts, as adopted by the California Public Utilities Commission for water utilities.

"Indirect Costs" means those costs that are incurred for a common or joint purpose benefiting more than one cost objective and are not readily assignable to the Project (i.e., costs that are not directly related to the Project). Examples of Indirect Costs include, but are not limited to: central service costs; general administration of the Recipient; non-project-specific accounting and personnel services performed within the Recipient organization; depreciation or use allowances on buildings and equipment; the costs of operating and maintaining non-project-specific facilities; tuition and conference fees; generic overhead or markup; and taxes.

"Initiation of Construction" means the date that notice to proceed with work is issued for the Project, or, if notice to proceed is not required, the date of commencement of building and erection of the Project.

"Material Obligation" means an obligation of the Recipient or the City that is material to this transaction, including CSA Obligations and System Obligations.

"Maximum Annual Debt Service" means the maximum amount of Debt Service due on CSA Obligations in a Fiscal Year during the period commencing with the Fiscal Year for which such calculation is made and within the next five years in which Debt Service for any CSA Obligations will become due.

"Obligation" means the obligation of the Recipient to make Payments (including Additional Payments) as provided herein, as evidenced by the execution of this Agreement, proceeds of such obligations being used to fund the Project as specified in the Project Description in Exhibit A and Exhibit B and in the documents thereby incorporated by reference.

"Operations and Maintenance Costs" means the reasonable and necessary costs paid or incurred by the Recipient or the City for maintaining and operating the System, determined in accordance with GAAP, including all reasonable expenses of management and repair and all other expenses necessary to maintain and preserve the System in good repair and working order, and including all reasonable and necessary administrative costs of the Recipient or the City that are charged directly or apportioned to the

operation of the System, such as salaries and wages of employees, overhead, taxes (if any), the cost of permits, licenses, and charges to operate the System and insurance premiums; but excluding, in all cases depreciation, replacement, and obsolescence charges or reserves therefor and amortization of intangibles.

“Parity Obligation” means a debt obligation of the Recipient on parity with this Obligation. There are no Parity Obligations as of the date of this Agreement.

“Payment” means any payment due to the State Water Board from the Recipient pursuant to this Agreement.

"Policy" means the State Water Board's “Policy for Implementing the Drinking Water State Revolving Fund,” as amended from time to time, including the Intended Use Plan in effect as of the execution date of this Agreement.

“Project” means the Project financed by this Agreement as described in Exhibits A and B and in the documents incorporated by reference herein.

"Project Completion" means the date, as determined by the Division after consultation with the Recipient, that operation of the Project is initiated or is capable of being initiated, whichever comes first.

"Project Costs" means the incurred costs of the Recipient which are eligible for financial assistance under this Agreement, which are allowable costs as defined under the Policy, and which are reasonable, necessary and allocable by the Recipient to the Project under GAAP, and may include capitalized interest.

“Project Funds” means all moneys disbursed to the Recipient by the State Water Board for eligible Project Costs pursuant to this Agreement.

“Recipient” means County of Yolo.

“Records Retention End Date” means the last date that the Recipient is obligated to maintain records and is set forth on the Cover Page of this Agreement.

“Reimbursement Resolution” means the Recipient’s reimbursement resolution identified and incorporated by reference in this Agreement.

“Reserve Fund” means the reserve fund required pursuant to Exhibit B of this Agreement.

"Revenues" means, for each Fiscal Year, all gross income and revenue received or receivable by the City from the ownership or operation of the System, determined in accordance with GAAP, including all rates, fees, and charges (including connection fees and charges) as received by the City for the services of the System, and all other income and revenue howsoever derived by the City from the ownership or operation of the System or arising from the System.

“Rule 15c2-12(b)(5)” means Rule 15c2-12(b)(5) promulgated by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended.

“Senior Obligation” means a debt obligation of the Recipient that is senior to this Obligation. There are no Senior Obligations.

“SRF” means the Drinking Water State Revolving Fund.

“State” means State of California.

“State Water Board” means the State Water Resources Control Board.

“Subordinate Obligation” means a debt obligation of the Recipient that is subordinate to this Obligation. There are no subordinate obligations.

“System” means all drinking water collection, transport, treatment, storage, and delivery facilities, including land and easements thereof, owned by the City and all other properties, structures, or works hereafter acquired and constructed by the Recipient and determined to be a part of the System, together with all additions, betterments, extensions, or improvements to such facilities, properties, structures, or works, or any part thereof hereafter acquired and constructed.

“System Obligation” means any obligation of the City payable from the Revenues.

“Useful Life” means the economically useful life of the Project beginning at Completion of Construction and is set forth in Exhibit A.

“Year” means calendar year unless otherwise expressly indicated.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

County of Yolo:

By:_____
Name: [Officer]
Title: [Title1]

Date:_____

STATE WATER RESOURCES CONTROL BOARD:

By:_____
Name: [Officer]
Title: Deputy Director
Division of Financial Assistance

Date:_____

EXHIBIT A – SCOPE OF WORK

A.1. PROJECT DESCRIPTION, USEFUL LIFE, AND SCOPE OF WORK.

(a) The Project is the project set forth on the Cover Page of this Agreement.

(b) The Useful Life of this Project is at least _____ years.

(c) Scope of Work.

[to be inserted by DFA]

A.2. STANDARD PROJECT REQUIREMENTS.

A.2.1 Acknowledgements.

The Recipient shall include the following acknowledgement in any document, written report, or brochure prepared in whole or in part pursuant to this Agreement:

"Funding for this project has been provided in full or in part through an agreement with the State Water Resources Control Board.

California's Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.

The contents of this document do not necessarily reflect the views and policies of the foregoing, nor does mention of trade names or commercial products constitute endorsement or recommendation for use."

A.2.2 Reports

A.2.2.1 Progress Reports.

(a) The Recipient must provide a progress report to the Division each quarter, beginning no later than 90 days after execution of this Agreement.

(b) The Recipient must provide a progress report with each reimbursement request. Failure to provide a complete and accurate progress report may result in the withholding of Project Funds, as set forth in Exhibit B.

(c) A progress report must contain the following information:

i. A summary of progress to date including a description of progress since the last report, percent construction complete, percent contractor invoiced, and percent schedule elapsed;

ii. A description of compliance with environmental requirements;

iii. A listing of change orders including amount, description of work, and change in contract amount and schedule; and

iv. Any problems encountered, proposed resolution, schedule for resolution, and status of previous problem resolutions.

A.2.2.2 Project Completion Report.

(a) The Recipient must submit a Project Completion Report to the Division with a copy to the appropriate District Office on or before the due date established by the Division and the Recipient at the time of final project inspection. The Project Completion Report must include the following:

i. Description of the Project,

ii. Description of the water quality problem the Project sought to address,

iii. Discussion of the Project's likelihood of successfully addressing that water quality problem in the future, and

iv. Summary of compliance with applicable environmental conditions.

(b) If the Recipient fails to submit a timely Project Completion Report, the State Water Board may stop processing pending or future applications for new financial assistance, withhold disbursements under this Agreement or other agreements, and begin administrative proceedings.

A.2.2.3 As Needed Reports.

The Recipient must provide expeditiously, during the term of this Agreement, any reports, data, and information reasonably required by the Division, including but not limited to material necessary or appropriate for evaluation of the funding program or to fulfill any reporting requirements of the state or federal government.

A.2.2.4 DBE Reports for SRF Projects.

The Recipient must report Disadvantaged Business Enterprise (DBE) utilization to the Division on the DBE Utilization Report, State Water Board Form DBE UR334. The Recipient must submit such reports to the Division annually within ten (10) calendar days following October 1 until such time as the "Notice of Completion" is issued. The Recipient must comply with 40 CFR § 33.301 and require its contractors and subcontractors on the Project to comply.

A.2.3 Signage.

a. The Recipient shall place a sign at least four feet tall by eight feet wide made of ¾ inch thick exterior grade plywood or other approved material in a prominent location on the Project site and shall maintain the sign in good condition for the duration of the construction period.

b. Building A Better America Emblem: The Recipient will ensure that a sign is placed at construction sites supported under this award displaying the official Building A Better America emblem and must identify the project as a "project funded by President Biden's Bipartisan Infrastructure Law." Construction is defined at 40 CFR 33.103 as "erection, alteration, or repair (including dredging, excavating, and painting) of buildings, structures, or other improvements to real property, and activities in response to a release or a threat of a release of a hazardous substance into the environment, or activities to prevent the introduction of a hazardous substance into a water supply." The sign must be placed at construction sites

in an easily visible location that can be directly linked to the work taking place and must be maintained in good condition throughout the construction period.

The Recipient will ensure compliance with the guidelines and design specifications for using the official Building A Better America emblem and corresponding logomark available at: https://www.whitehouse.gov/wp-content/uploads/2022/08/Building-A-Better-America-Brand-Guide.pdf.

c. United States Environmental Protection Agency (USEPA) Logo: The Recipient will ensure that signage displays the USEPA logo along with the official Building A Better America emblem. The USEPA logo must not be displayed in a manner that implies that USEPA itself is conducting the project. Instead, the USEPA logo must be accompanied with a statement indicating that the recipient received financial assistance from USEPA for the project.

The Recipient will ensure compliance with the sign specifications provided by the USEPA Office of Public Affairs (OPA) available at: https://www.epa.gov/grants/epa-logo-seal-specifications-signage-produced-epa-assistance-agreement-recipients. As provided in the sign specifications from OPA, the USEPA logo is the preferred identifier for assistance agreement projects and use of the USEPA seal requires prior approval from the USEPA. To obtain the appropriate USEPA logo or seal graphic file, the Recipient should send a request directly to OPA and include the USEPA Project Officer in the communication. Instructions for contacting OPA is available on the Using the EPA Seal and Logo page.

d. Procuring Signs: Consistent with section 6002 of the Resource Conservation and Recovery Act, 42 U.S.C. 6962, and 2 CFR 200.323, recipients are encouraged to use recycled or recovered materials when procuring signs. Signage costs are considered an allowable cost under this assistance agreement provided that the costs associated with signage are reasonable. Additionally, to increase public awareness of projects serving communities where English is not the predominant language, recipients are encouraged to translate the language on signs (excluding the official Building A Better America emblem or USEPA logo or seal) into the appropriate non-English language(s). The costs of such translation are allowable, provided the costs are reasonable.

e. The sign shall include the following logos:



f. The sign shall include the following statement:

“Funding for this $x. million [name of project] project has been provided in full or in part by the Drinking Water State Revolving Fund and President Biden’s Bipartisan Infrastructure Law through an agreement with the State Water Resources Control Board. California’s Drinking Water State Revolving Fund is capitalized through a variety of funding sources, including grants from the United States Environmental Protection Agency and state bond proceeds.”

g. The Project sign may include another agency's required promotional information so long as the above requirements are satisfied. The sign shall be prepared in a professional manner.

A.2.4 Commencement of Operations.

Upon Completion of Construction of the Project, the Recipient shall transfer ownership of the Project to the City and shall ensure that the City agrees to expeditiously initiate Project operations.

A.3 DATES & DELIVERABLES.

(a) Time is of the essence.

(b) The Recipient must expeditiously proceed with and complete construction of the Project.

(c) The following dates are established as on the Cover Page of this Agreement:

i. Eligible Work Start Date
ii. Eligible Construction Start Date
iii. Completion of Construction Date
iv. Final Reimbursement Request Date
v. Records Retention End Date
vi. Final Payment Date

(d) The Recipient must award the prime construction contract timely.

(e) The Recipient agrees to start construction no later than [DFA will insert date that is within 6 months after execution of this Agreement].

(f) The Recipient must deliver any request for extension of the Completion of Construction date no less than 90 days prior to the Completion of Construction date.

(g) The undisbursed balance of this Agreement will be deobligated if the Recipient does not provide its final reimbursement request to the Division on or before the Final Reimbursement Request Date.

(h) Upon request by the Division, the Recipient shall submit verifiable data to support deliverables specified in the Scope of Work. The Recipient's failure to comply with this requirement may be construed as a material breach of this Agreement.

A.4 SCHEDULE.

Failure to provide items by the due dates indicated in the table below may constitute a material violation of this Agreement. The Project Manager may adjust the dates in the "Estimated Due Date" column of this table, but Critical Due Date adjustments will require an amendment to this Agreement. The Recipient must complete and submit all work in time to be approved by the Division prior to Project Completion. As applicable for specific submittals, the Recipient must plan adequate time to solicit, receive, and address comments prior to submitting the final submittal. The Recipient must submit the final reimbursement request prior to the Final Reimbursement Request Date set forth on the Cover Page.

[DFA will insert Schedule of Deliverables]

EXHIBIT B – FUNDING TERMS

B.1. FUNDING AMOUNTS AND REIMBURSEMENTS

B.1.1 Funding Contingency and Other Sources.

(a) If this Agreement's funding for any fiscal year expires due to reversion or is reduced, substantially delayed, or deleted by the Budget Act, by Executive Order, or by order or action of the Department of Finance, the State Water Board has the option to either cancel this Agreement with no liability accruing to the State Water Board, or offer an amendment to the Recipient to reflect the reduced amount.

(b) If funding for Project Costs is made available to the Recipient from sources other than this Agreement, the Recipient must notify the Division. The Recipient may retain such funding up to an amount which equals the Recipient's share of Project Costs. To the extent allowed by requirements of other funding sources, excess funding must be remitted to the State Water Board to be applied to Payments due hereunder, if any.

B.1.2 Estimated Reasonable Cost.

The estimated reasonable cost of the total Project, including associated planning and design costs is Written Dollar Amount dollars and no cents ($Dollar Amount).

B.1.3 Project Funding Amount.

Subject to the terms of this Agreement, the State Water Board agrees to provide Project Funds not to exceed the amount of the Project Funding Amount set forth on the Cover Page of this Agreement.

B.1.4 Grant Component.

(a) Contingent on the Recipient's performance of its obligations under this Agreement, the State Water Board will make a grant of not to exceed the amount of the Grant Component set forth on the Cover Page of this Agreement.

(b) Upon Completion of Construction, the State Water Board will prepare an alternate payment schedule reflecting this grant.

B. 1.5 Budget Costs.

(a) Estimated budget costs are contained in the Summary Project Cost Table below:

[DFA will insert table]

The Division's Final Budget Approval and related Form 259 and Form 260 will document a more detailed budget of eligible Project Costs and Project funding amounts.

Upon written request by the Recipient, the Division may adjust the line items of the Summary Project Cost Table at the time of Division's Final Budget Approval. Upon written request by the Recipient, the Division may also adjust the line items of the Summary Project Cost Table as well as the detailed budget at the time of Recipient's submittal of its final claim. Any line item adjustments to the Summary Project Cost

Table that are due to a change in scope of work will require an Agreement amendment. The sum of adjusted line items in both the Summary Project Cost Table and the detailed budget must not exceed the Project Funding Amount. The Division may also propose budget adjustments.

(b) Under no circumstances may the sum of line items in the budget approved through the Final Budget Approval process exceed the Project Funding Amount. Any increase in the Project Funding Amount will require an Agreement amendment.

B.1.6 Contingent Disbursement.

(a) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the terms and conditions of this Agreement.

(b) The State Water Board's disbursement of funds hereunder is contingent on the Recipient's compliance with the Consolidation Agreement. The Recipient shall ensure the City's compliance with the Consolidation Agreement.

(c) The State Water Board's obligation to disburse Project Funds is contingent upon the availability of sufficient funds to permit the disbursements provided for herein. If sufficient funds are not available for any reason, including but not limited to failure of the federal or State government to appropriate funds necessary for disbursement of Project Funds, the State Water Board shall not be obligated to make any disbursements to the Recipient under this Agreement. This provision shall be construed as a condition precedent to the obligation of the State Water Board to make any disbursements under this Agreement. Nothing in this Agreement shall be construed to provide the Recipient with a right of priority for disbursement over any other entity. If any disbursements due the Recipient under this Agreement are deferred because sufficient funds are unavailable, it is the intention of the State Water Board that such disbursement will be made to the Recipient when sufficient funds do become available, but this intention is not binding.

(d) Construction costs and disbursements are not available until after the Division has approved the final budget form submitted by the Recipient.

(e) No costs incurred prior to the Eligible Work Start Date are eligible for reimbursement.

(f) Construction costs incurred prior to the Eligible Construction Start Date are not eligible for reimbursement.

(g) Failure to proceed according to the timelines set forth in this Agreement may require the Recipient to repay to the State Water Board all disbursed Project Funds.

(h) The Recipient agrees to ensure that its final reimbursement request is received by the Division no later than the Final Reimbursement Request Date. If the final reimbursement request is not received timely, the undisbursed balance of this Agreement will be deobligated.

(i) The Recipient is not entitled to interest earned on undisbursed funds.

B.1.7 Reimbursement Procedure.

Except as may be otherwise provided in this Agreement, disbursement of Project Funds will be made as follows:

(a) Upon execution and delivery of this Agreement by both parties, the Recipient may request immediate reimbursement of any eligible incurred planning and design allowance costs through submission to the State Water Board of the Reimbursement Request Form 260 and Form 261, or any amendment thereto, duly completed and executed.

(b) The Recipient must submit a reimbursement request for costs incurred prior to the date this Agreement is executed by the State Water Board no later than ninety (90) days after this Agreement is executed by the State Water Board. Late reimbursement requests may not be honored.

(c) The Recipient may request reimbursement of eligible construction and equipment costs consistent with budget amounts approved by the Division in the Final Budget Approval.

(d) Additional Project Funds will be promptly disbursed to the Recipient upon receipt of reimbursement request Form 260 and Form 261, or any amendment thereto, duly completed and executed by the Recipient for incurred costs consistent with this Agreement, along with receipt of progress reports due under Exhibit A.

(e) The Recipient must not request reimbursement for any Project Cost until such cost has been incurred and is currently due and payable by the Recipient, although the actual payment of such cost by the Recipient is not required as a condition of reimbursement request. Supporting documentation (e.g., receipts) must be submitted with each reimbursement request. The amount requested for administration costs must include a calculation formula (i.e., hours or days worked times the hourly or daily rate = total amount claimed). Disbursement of Project Funds will be made only after receipt of a complete, adequately supported, properly documented, and accurately addressed reimbursement request. Upon request by the Division, supporting documents for professional and administrative services must include the employees' names, classifications, labor rates, hours worked, and descriptions of the tasks performed. Reimbursement requests submitted without supporting documents may be wholly or partially withheld at the discretion of the Division.

(f) The Recipient must spend Project Funds within 30 days of receipt. If the Recipient earns interest earned on Project Funds, it must report that interest immediately to the State Water Board. The State Water Board may deduct earned interest from future disbursements.

(g) The Recipient shall not request a reimbursement unless that Project Cost is allowable, reasonable, and allocable.

(h) Notwithstanding any other provision of this Agreement, no disbursement shall be required at any time or in any manner which is in violation of or in conflict with federal or state laws, policies, or regulations.

(i) No work or travel outside the State of California is permitted under this Agreement unless the Division provides prior written authorization. Failure to comply with this restriction may result in termination this Agreement, pursuant to Exhibit C. Any reimbursement for necessary travel and per diem shall be at rates not to exceed those set by the California Department of Human Resources at http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx. as of the date costs are incurred by the Recipient.

B.1.8 Withholding of Disbursements.

Notwithstanding any other provision of this Agreement, the State Water Board may withhold all or any portion of the Project Funds upon the occurrence of any of the following events:

(a) The Recipient's failure to maintain reasonable progress on the Project as determined by the Division;
(b) Placement on the ballot or passage of an initiative or referendum to repeal or reduce the CSA Fees;
(c) Commencement of litigation or a judicial or administrative proceeding related to the Project, the System, the CSA Fees, or the CSA Fund, or Revenues that the State Water Board determines may impair the timely satisfaction of Recipient's obligations under this Agreement;
(d) Any investigation by the State Water Board, District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's or City's financial management, accounting procedures, or internal fiscal controls;
(e) A material adverse change in the condition of the Recipient, CSA Fees, the CSA Fund, the City, the Revenues, or the System, that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement, or any other event that the Division reasonably determines would materially impair the Recipient's ability to satisfy its obligations under this Agreement;
(f) The Recipient's material violation of, or threat to materially violate, any term of this Agreement, including any material violation or threat to violate by the City any obligation under this Agreement passed through to the City;
(g) Suspicion of fraud, forgery, embezzlement, theft, or any other misuse of public funds by the Recipient, the City, or its employees, or by its contractors or agents regarding the Project or the System;
(h) An event requiring Notice as set forth in Exhibit C;
(i) An Event of Default or an event that the Division determines may become an Event of Default.

B.1.9 Fraud and Misuse of Public Funds; Enforcement.

All requests for reimbursement submitted must be accurate and signed by the Recipient's Authorized Representative under penalty of perjury. All costs submitted pursuant to this Agreement must only be for the work or tasks set forth in this Agreement. The Recipient must not submit any invoice containing costs that are ineligible or have been reimbursed from other funding sources unless required and specifically noted as such (i.e., match costs). Any eligible costs for which the Recipient is seeking reimbursement shall not be reimbursed from any other source. Double or multiple billing for time, services, or any other eligible cost is improper and will not be compensated. Any suspected occurrences of fraud, forgery, embezzlement, theft, or any other misuse of public funds may result in suspension of disbursements and, notwithstanding any other section in this Agreement, the termination of this Agreement requiring the repayment of all Project Funds disbursed hereunder. Additionally, the Deputy Director of the Division may request an audit; refer the matter for appropriate administrative action, including but not limited to the recovery of financial assistance provided and the imposition of civil penalties; and/or refer the matter to the Attorney General's Office or the appropriate district attorney's office for criminal prosecution or the imposition of civil liability. A person who knowingly makes or causes to be made any false statement, material misrepresentation, or false certification in any submittal may be subject to a civil penalty, criminal fine, or imprisonment. (Wat. Code, § 13490 et seq.)

B.2 RECIPIENT'S PAYMENT OBLIGATION, PLEDGE, AND RESERVE

B.2.1 Project Costs.

The Recipient must pay any and all costs connected with the Project including, without limitation, any and all Project Costs and Additional Payments. If the Project Funds are not sufficient to pay the Project Costs in full, the Recipient must nonetheless complete the Project and pay that portion of the Project Costs in excess of available Project Funds, and shall not be entitled to any reimbursement therefor from the State Water Board.

B.2.2 Estimated Principal Payment Due.

The estimated amount of principal that will be due to the State Water Board from the Recipient under this Agreement is Written Dollar Amount dollars and no cents ($Dollar Amount).

B.2.3 Interest Rate and In-Lieu of Interest Charges.

(a) The Recipient agrees to make all Payments according to the schedule in Exhibit E, and as otherwise set forth herein, at an interest rate of Written Interest Rate % (X%) per annum.

(b) Interest will accrue beginning with each disbursement.

(c) In lieu of, and not to exceed, interest otherwise due under this Agreement, the Recipient agrees to pay the following charge(s), as further set forth in Exhibit E:

- an Administrative Service Charge
- a Drinking Water Small Community Emergency Grant Fund Charge

B.2.4 [Reserved.]

B.2.5 Obligation Absolute.

The obligation of the Recipient to make the Payments and other payments required to be made by it under this Agreement, from the CSA Fees and/or other amounts legally available to the Recipient therefor, is absolute and unconditional, and until such time as the Payments and Additional Payments have been paid in full, the Recipient must not discontinue or suspend any Payments or other payments required to be made by it hereunder when due, whether or not the Project, or any related part thereof is operating or operable or has been completed, or its use is suspended, interfered with, reduced or curtailed or terminated in whole or in part, and such Payments and other payments shall not be subject to reduction whether by offset or otherwise and shall not be conditional upon the performance or nonperformance by any party of any agreement for any cause whatsoever.

B.2.6 Payment Timing.

(a) The Recipient must pay interest annually, by [DFA to fill in date] of each year, until one year after Completion of Construction. Beginning no later than one year after Completion of Construction, the Recipient must make annual Payment of the principal of the Project Funds, together with all interest accruing thereon by [DFA to fill in date]. The Recipient must make Payments fully amortizing the total principal of the Project Funds by the Final Payment Date. Payments are based on a standard fully amortized assistance amount with equal annual payments.

(b) The remaining balance is the previous balance, plus the disbursements, plus the accrued interest on both, plus any Charge In Lieu of Interest, less the Payment. Payment calculations will be made beginning

one (1) year after Completion of Construction. Exhibit E is a payment schedule based on the provisions of this Exhibit and an estimated disbursement schedule. Actual payments will be based on actual disbursements.

(c) Upon Completion of Construction and submission of necessary reports by the Recipient, the Division will prepare an appropriate payment schedule and supply the same to the Recipient. The Division may amend this schedule as necessary to accurately reflect amounts due under this Agreement. The Division will prepare any necessary amendments to the payment schedule and send them to the Recipient. The Recipient must make each Payment on or before the due date therefor. A ten (10) day grace period will be allowed, after which time a penalty in the amount of costs incurred by the State Water Board will be assessed for late payment. These costs may include, but are not limited to, lost interest earnings, staff time, bond debt service default penalties, if any, and other related costs. For purposes of penalty assessment, payment will be deemed to have been made if payment is deposited in the U.S. Mail within the grace period with postage prepaid and properly addressed. Any penalties assessed will not be added to the assistance amount balance, but will be treated as a separate account and obligation of the Recipient. The interest penalty will be assessed from the payment due date.

(d) The Recipient is obligated to make all payments required by this Agreement to the State Water Board, notwithstanding any individual default by its constituents or others in the payment to the Recipient of CSA Fees. The Recipient must provide for the punctual payment to the State Water Board of all amounts which become due under this Agreement and which are received from constituents or others in the payment to the Recipient. In the event of failure, neglect or refusal of any officer of the Recipient to levy or cause to be levied any CSA Fees to provide payment by the Recipient under this Agreement, to enforce or to collect such CSA Fees, or to pay over to the State Water Board any money collected on account of such CSA Fees necessary to satisfy any amount due under this Agreement, the State Water Board may take such action in a court of competent jurisdiction as it deems necessary to compel the performance of all duties relating to the imposition and collection of CSA Fees and the payment of the money collected therefrom to the State Water Board. Action taken pursuant hereto shall not deprive the State Water Board of, or limit the application of, any other remedy provided by law or by this Agreement.

(e) Each Payment must be paid in lawful money of the United States of America by check or other acceptable form of payment set forth at www.waterboards.ca.gov/make_a_payment.
The Recipient must pay Payments and Additional Payments from the CSA Fund and/or other amounts legally available to the Recipient therefor.

B.2.7 Pledged Revenues.

B.2.7.1 Establishment of CSA Fund and Reserve Fund.

In order to carry out its CSA Obligations, the Recipient covenants that it shall establish and maintain or shall have established and maintained the CSA Fund. All CSA Fees received shall be deposited when and as received in trust in the CSA Fund. As required in this Exhibit, the Recipient must establish and maintain a Reserve Fund.

B.2.7.2 Pledge of CSA Fees, CSA Fund, and Reserve Fund.

The Obligation hereunder shall be secured by a senior lien on and pledge of the Pledge of CSA Fees, CSA Fund, and any Reserve Fund. The Recipient hereby pledges and grants such lien on and pledge of the CSA Fees, the CSA Fund, and any Reserve Fund to secure the Obligation, including payment of Payments and Additional Payments hereunder. The Pledge of CSA Fees, CSA Fund, and any Reserve Fund shall be subject to the lien of such pledge without any physical delivery thereof or further act, and

the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the Recipient.

B.2.7.3 Application and Purpose of the CSA Fund.

Subject to the provisions of any outstanding CSA Obligation, money on deposit in the CSA Fund shall be applied and used first to pay all amounts due and payable with respect to the CSA Obligations in order of priority. After making all payments hereinabove required to be made in each Fiscal Year, the Recipient may expend in such Fiscal Year any remaining money in the CSA Fund for any lawful purpose of the Recipient.

B.2.8 No Prepayment.

Pursuant to State Water Board's Debt Management Policy, adopted on October 3, 2017, the Recipient may not prepay any portion of the principal and interest due under this Agreement without the written consent of the Deputy Director of the Division.

B.2.9 Reserve Fund.

Prior to Completion of Construction, the Recipient must establish a restricted Reserve Fund, held in its CSA Fund, equal to one year's Debt Service on this Obligation. The Recipient must maintain the Reserve Fund throughout the term of this Agreement. The Reserve Fund is subject to lien and pledged as security for this Obligation, and its use is restricted to payment of this Obligation during the term of this Agreement.

B.3 RATES, FEES AND CHARGES.

(a) The Recipient must, to the extent permitted by law, fix, prescribe and collect CSA Fees during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will equal (i) at least 120% of the Maximum Annual Debt Service with respect to all outstanding CSA Obligations senior to and on parity with the Obligation and (ii) at least 100% of the Maximum Annual Debt Service with respect to all outstanding CSA Obligations subordinate to the Obligation, so long as CSA Obligations other than this Obligation are outstanding. Upon defeasance of all CSA Obligations other than this Obligation, this ratio must be at least 120%, except where CSA Obligations are defeased pursuant to refunding obligations.

(b) The Recipient shall ensure that the City, to the extent permitted by law, fix, prescribe and collect rates, fees, and charges during each Fiscal Year which are reasonable, fair, and nondiscriminatory and which will be sufficient to generate Revenues in the amounts necessary to cover Operations and Maintenance Costs.

(c) Upon consideration of a voter initiative to reduce CSA Fees, the Recipient must make a finding regarding the effect of such a reduction on the Recipient's ability to satisfy the rate covenant set forth in this Section. The Recipient must make its findings available to the public. The Recipient's Authorized Representative must request, if necessary, the authorization of the Recipient's decision-maker or decision-making body to file litigation to challenge any such initiative that it finds will render it unable to satisfy the rate covenant set forth in this Agreement. The Recipient must diligently pursue and bear any and all costs related to such challenge. The Recipient must notify and regularly update the State Water Board regarding the status of any such challenge.

B.4 ADDITIONAL DEBT.

(a) The Recipient's future debt that is secured by CSA Fees pledged herein may not be senior to this Obligation.

(b) The Recipient may issue additional parity or subordinate debt only if all of the following conditions are met:

i. No Event of Default (or no event with respect to which notice has been given and which, once all notice of grace periods have passed, would constitute an Event of Default) has occurred and is continuing;
ii. CSA Fees in the most recent Fiscal Year, excluding transfers from a rate stabilization fund, if any, meet the ratio for rate covenants set forth in this Exhibit with respect to any outstanding and proposed additional obligations;
iii. The Recipient is in compliance with any reserve fund requirement of this Obligation.

B.5 NO LIENS.

The Recipient must not make any pledge of or place any lien on the Project, the System, or CSA Fees except as otherwise provided or permitted by this Agreement.

EXHIBIT C – GENERAL & PROGRAMMATIC TERMS & CONDITIONS

C.1 REPRESENTATIONS & WARRANTIES.

The Recipient represents, warrants, and commits to the following as of the Eligible Work Start Date and continuing thereafter for the term of this Agreement.

C.1.1 Application and General Recipient Commitments.

The Recipient has not made any untrue statement of a material fact in its application for this financial assistance, or omitted to state in its application a material fact that makes the statements in its application not misleading.

The Recipient agrees to comply with all terms, provisions, conditions, and commitments of this Agreement, including all incorporated documents.

The Recipient agrees to fulfill all assurances, declarations, representations, and commitments in its application, accompanying documents, and communications filed in support of its request for funding under this Agreement.

C.1.2 Authorization and Validity.

The execution and delivery of this Agreement, including all incorporated documents, has been duly authorized by the Recipient. Upon execution by both parties, this Agreement constitutes a valid and binding obligation of the Recipient, enforceable in accordance with its terms, except as such enforcement may be limited by law.

C.1.3 No Violations.

The execution, delivery, and performance by Recipient of this Agreement, including all incorporated documents, do not violate any provision of any law or regulation in effect as of the date of execution of this Agreement by the Recipient, or result in any breach or default under any contract, obligation, indenture, or other instrument to which Recipient is a party or by which Recipient is bound as of the date of execution of this Agreement by the Recipient.

C.1.4 No Litigation.

There are, as of the date of execution of this Agreement by the Recipient, no pending or, to Recipient's knowledge, threatened actions, claims, investigations, suits, or proceedings before any governmental authority, court, or administrative agency which materially affect the financial condition or operations of the Recipient, CSA Fees, the System, the City, the Revenues, and/or the Project.

There are no proceedings, actions, or offers by a public entity to acquire by purchase or the power of eminent domain the System or any of the real or personal property related to or necessary for the Project.

C.1.5 Property Rights and Water Rights.

The Recipient owns or has sufficient property rights in the Project property for the longer of the Useful Life or the term of this Agreement, either in fee simple or for a term of years that is not subject to third-party revocation during the Useful Life of the Project.

The Recipient represents and warrants that the City owns or has sufficient property rights in the System property for the longer of the Useful Life of the Project.

The Recipient possesses all water rights necessary for this Project.

C.1.6 Solvency and Insurance.

None of the transactions contemplated by this Agreement will be or have been made with an actual intent to hinder, delay, or defraud any present or future creditors of Recipient. The Recipient is solvent and will not be rendered insolvent by the transactions contemplated by this Agreement. The Recipient is able to pay its debts as they become due. The Recipient maintains sufficient insurance coverage considering the scope of this Agreement, including, for example but not necessarily limited to, general liability, automobile liability, workers compensation and employer liability, professional liability.

C.1.7 Legal Status and Eligibility.

The Recipient is duly organized and existing and in good standing under the laws of the State of California. Recipient must at all times maintain its current legal existence and preserve and keep in full force and effect its legal rights and authority. The Recipient acknowledges that changes to its legal or financial status may affect its eligibility for funding under this Agreement and commits to maintaining its eligibility. Within the preceding ten years, the Recipient has not failed to demonstrate compliance with state or federal audit disallowances.

C.1.8 Financial Statements and Continuing Disclosure.

The financial statements of Recipient previously delivered to the State Water Board as of the date(s) set forth in such financial statements: (a) are materially complete and correct; (b) present fairly the financial condition of the Recipient; and (c) have been prepared in accordance with GAAP. Since the date(s) of such financial statements, there has been no material adverse change in the financial condition of the Recipient, nor have any assets or properties reflected on such financial statements been sold, transferred, assigned, mortgaged, pledged or encumbered, except as previously disclosed in writing by Recipient and approved in writing by the State Water Board.

The Recipient is current in its continuing disclosure obligations associated with its material debt, if any.

C.1.9 CSA Obligations and System Obligations

The Recipient warrants and represents that it has no CSA Obligations other than the obligation under this Agreement.

The Recipient represents and warrants that the City has no System Obligations that would materially affect the Recipient's ability to comply with any of its obligations under this Agreement.

C.1.10 No Other Material Debt .

The Recipient has no Material Obligations.

C.1.11 Compliance with State Water Board Funding Agreements.

The Recipient represents that it is in compliance with all State Water Board funding agreements to which it is a party.

C.1.12 Enforcement of Consolidation Agreement.

The Recipient shall take all steps necessary to enforce its rights and the City's obligations under the Consolidation Agreement to the extent necessary to comply with this Agreement. Any changes to the Consolidation Agreement must be satisfactory to the Division and its counsel.

C.2 DEFAULTS AND REMEDIES

In addition to any other remedy set forth in this Agreement, the following remedies are available under this Agreement.

C.2.1 Return of Funds; Acceleration; and Additional Payments.

Notwithstanding any other provision of this Agreement, if the Division determines that an Event of Default has occurred, the Recipient may be required, upon demand, immediately to do each of the following:

i. return to the State Water Board any grant or principal forgiveness amounts received pursuant to this Agreement;
ii. accelerate the payment of any principal owed under this Agreement, all of which shall be immediately due and payable;
iii. pay interest at the highest legal rate on all of the foregoing; and
iv. pay any Additional Payments.

C.2.2 [Reserved.]

C.2.3 Administrative remedies.

Whenever the State Water Board determines that the Recipient, the City, the Recipient's contractor, consultant, employee, agent, assignee, or grantee has violated any requirement or term of the Agreement or caused the Recipient to violate any requirement or term of the Agreement, the State Water Board may impose civil penalties in accordance with Water Code, section 13497. The State Water Board may impose civil liability administratively against the Recipient, the City, or the Recipient's consultant or contractor or other agent furnishing any information related to funds disbursed or costs claimed for reimbursement if the Recipient or the Recipient's consultant or contractor or other agent fails to personally attest that the information is true, accurate, and complete the best of one's knowledge. (Wat. Code, § 13498.) The State Water Board may impose civil liability administratively against any person who makes a misrepresentation in any submittal to the State Water Board, including, but not limited to, an application, report, certification, record, invoice, form, or other document that is submitted to the State Water Board relating to a financial assistance agreement. (Wat. Code, § 13499.)

C.2.4 Judicial remedies.

Whenever the State Water Board determines that an Event of Default shall have occurred, the State Water Board may enforce its rights under this Agreement by any judicial proceeding, whether at law or in equity. Without limiting the generality of the foregoing, the State Water Board may:

i. by suit in equity, require the Recipient to account for amounts relating to this Agreement as if the Recipient were the trustee of an express trust;
ii. by mandamus or other proceeding, compel the performance by the Recipient and any of its officers, agents, and employees of any duty under the law or of any obligation or covenant under this Agreement, including but not limited to the imposition and collection of rates for the services of the System sufficient to meet all requirements of this Agreement; and
iii. take whatever action at law or in equity as may appear necessary or desirable to the State Water Board to collect the Payments then due or thereafter to become due, or to enforce performance of any obligation or covenant of the Recipient under this Agreement.

Upon the filing of a suit or other commencement of judicial proceedings to enforce the rights of the State Water Board under this Agreement, the State Water Board may make application for the appointment of a receiver or custodian of the CSA Fees, pending such proceeding, with such power as the court making such appointment may confer.

C.2.5 Termination.

Upon an Event of Default, the State Water Board may terminate this Agreement. Interest shall accrue on all amounts due at the highest legal rate of interest from the date that the State Water Board delivers notice of termination to the Recipient.

C.2.6 Damages for Breach of Tax-Exempt Status.

In the event that any breach of any of the provisions of this Agreement by the Recipient results in the loss of tax-exempt status for any bonds of the State or any subdivision or agency thereof, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government by reason of any arbitrage profits, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.7 Damages for Breach of Federal Conditions.

In the event that any breach of any of the provisions of this Agreement results in the failure of Project Funds to be used pursuant to the provisions of this Agreement, or if such breach results in an obligation on the part of the State or any subdivision or agency thereof to reimburse the federal government, the Recipient must immediately reimburse the State or any subdivision or agency thereof in an amount equal to any damages paid by or loss incurred by the State or any subdivision or agency thereof due to such breach.

C.2.8 Remedies and Limitations.

None of the remedies available to the State Water Board shall be exclusive of any other remedy, and each such remedy shall be cumulative and in addition to every other remedy given hereunder or now or hereafter existing at law or in equity. The State Water Board may exercise any remedy, now or hereafter existing, without exhausting and without regard to any other remedy.

Any claim of the Recipient is limited to the rights and remedies provided to the Recipient under this Agreement and is subject to the claims procedures provided to the Recipient under this Agreement.

C.2.9 Non-Waiver.

Nothing in this Agreement shall affect or impair the Recipient's Obligation to pay Payments as provided herein or shall affect or impair the right of the State Water Board to bring suit to enforce such payment. No delay or omission of the State Water Board in the exercise of any right arising upon an Event of Default shall impair any such right or be construed to be a waiver of any such Event of Default. The State Water Board may exercise from time to time and as often as shall be deemed expedient by the State Water Board, any remedy or right provided by law or pursuant to this Agreement.

C.2.10 Status Quo.

If any action to enforce any right or exercise any remedy shall be brought and either discontinued or determined adversely to the State Water Board, then the State Water Board shall be restored to its former position, rights and remedies as if no such action had been brought.

C.3 STANDARD CONDITIONS

C.3.1 Access, Inspection, and Public Records.

The Recipient must ensure, that the State Water Board, the Governor of the State, the United States Environmental Protection Agency, the Office of Inspector General, any member of Congress, or any authorized representative of the foregoing, will have safe and suitable access to the Project site and all relevant System sites as necessary or useful in the discretion of the foregoing, at all reasonable times during Project construction and thereafter for the term of the Agreement. The Recipient acknowledges that, except for a subset of information regarding archaeological records, the Project records and locations are public records, including but not limited to all of the submissions accompanying the application, all of the documents incorporated into this Agreement by reference, and all reports, reimbursement requests, and supporting documentation submitted hereunder.

C.3.2 Accounting and Auditing Standards; Financial Management Systems; Records Retention.

(a) The Recipient must maintain project accounts according to GAAP as issued by the Governmental Accounting Standards Board (GASB) or its successor. The Recipient must maintain GAAP-compliant project accounts, including GAAP requirements relating to the reporting of infrastructure assets.

(b) The Recipient must comply with federal standards for financial management systems. The Recipient agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit preparation of reports required by the federal government and tracking of Project funds to a level of expenditure adequate to establish that such funds have not been used in violation of federal or state law or the terms of this Agreement. To the extent applicable, the Recipient is bound by, and must comply with, the provisions and requirements of the federal Single Audit Act of 1984 and 2 CFR Part 200, subpart F, and updates or revisions, thereto.

(c) Without limitation of the requirement to maintain Project accounts in accordance with GAAP, the Recipient must:

i. Establish an official file for the Project which adequately documents all significant actions relative to the Project;
ii. Establish separate accounts which will adequately and accurately depict all amounts received and expended on the Project, including all assistance funds received under this Agreement;

iii. Establish separate accounts which will adequately depict all income received which is attributable to the Project, specifically including any income attributable to assistance funds disbursed under this Agreement;
iv. Establish an accounting system which will accurately depict final total costs of the Project, including both direct and indirect costs;
v. Establish such accounts and maintain such records as may be necessary for the State to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations; and
vi. If Force Account is used by the Recipient for any phase of the Project, other than for planning, design, and construction engineering and administration provided for by allowance, accounts will be established which reasonably document all employee hours charged to the Project and the associated tasks performed by each employee.

(d) The Recipient must maintain separate books, records and other material relative to the Project. The Recipient must also retain such books, records, and other material for itself and for each contractor or subcontractor who performed or performs work on this project for a minimum of thirty-six (36) years after Completion of Construction. The Recipient must require that such books, records, and other material are subject at all reasonable times (at a minimum during normal business hours) to inspection, copying, and audit by the State Water Board, the California State Auditor, the Bureau of State Audits, the United States Environmental Protection Agency (USEPA), the Office of Inspector General, the Internal Revenue Service, the Governor, or any authorized representatives of the aforementioned. The Recipient must allow and must require its contractors to allow interviews during normal business hours of any employees who might reasonably have information related to such records. The Recipient agrees to include a similar duty regarding audit, interviews, and records retention in any contract or subcontract related to the performance of this Agreement. The provisions of this section survive the term of this Agreement.

C.3.3 Amendment.

No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by both the Recipient and the Deputy Director or designee.

Requests for amendments must be in writing and directed to the contact listed in Section 4 and to the Division's Chief of Loans and Grants Administration Section.

C.3.4 Assignability.

This Agreement is not assignable by the Recipient, either in whole or in part, without the consent of the State Water Board in the form of a formal written amendment to this Agreement.

C.3.5 Audit.

(a) The Division may call for an audit of financial information relative to the Project if the Division determines that an audit is desirable to assure program integrity or if an audit becomes necessary because of state or federal requirements. If an audit is called for, the audit must be performed by a certified public accountant independent of the Recipient and at the cost of the Recipient. The audit must be in the form required by the Division.

(b) Audit disallowances must be returned to the State Water Board.

C.3.6 Bonding.

Where contractors are used, the Recipient must not authorize construction to begin until each contractor has furnished a performance bond in favor of the Recipient in the following amounts: faithful performance (100%) of contract value; labor and materials (100%) of contract value. This requirement shall not apply to any contract for less than $25,000.00.

C.3.7 Competitive Bidding

Recipient must adhere to any applicable state law or local ordinance for competitive bidding and applicable labor laws.

C.3.8 Compliance with Applicable Laws, Rules, and Requirements.

The Recipient must, at all times, comply with and require its contractors, subcontractors, to comply with all applicable federal and state laws, rules, guidelines, regulations, and requirements. Without limitation of the foregoing, to the extent applicable, the Recipient must:

(a) Comply with the provisions of the adopted environmental mitigation plan, if any, for the term of this Agreement;

(b) Comply with the Policy and Guidelines; and

(c) Comply with and require compliance with the state and federal requirements set forth elsewhere in this Agreement.

C.3.9 Computer Software.

The Recipient certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

C.3.10 Conflict of Interest.

The Recipient certifies that its owners, officers, directors, agents, representatives, and employees are in compliance with applicable state and federal conflict of interest laws.

C.3.11 Continuous Use of Project; No Lease, Sale, Transfer of Ownership, or Disposal of Project.

The Recipient agrees that, except as provided in Section 2 of this Agreement, it will not abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division. Such approval may be conditioned as determined to be appropriate by the Division, including a condition requiring repayment of all disbursed Project Funds or all or any portion of all remaining funds covered by this Agreement together with accrued interest and any penalty assessments that may be due.

The Recipient understands, represents, and warrants that the contemplated transfer will be contingent on, among other things, the City's promise not to abandon, substantially discontinue use of, lease, sell, transfer ownership of, or dispose of all or a significant part or portion of the Project during the Useful Life of the Project without prior written approval of the Division.

C.3.12 Data Management.

The Recipient will undertake appropriate data management activities so that Project data can be incorporated into statewide data systems.

C.3.13 Disputes.

(a) The Recipient may appeal a staff decision within 30 days to the Deputy Director of the Division or designee, for a final Division decision. The Recipient may appeal a final Division decision to the State Water Board within 30 days. The Office of the Chief Counsel of the State Water Board will prepare a summary of the dispute and make recommendations relative to its final resolution, which will be provided to the State Water Board's Executive Director and each State Water Board Member. Upon the motion of any State Water Board Member, the State Water Board will review and resolve the dispute in the manner determined by the State Water Board. Should the State Water Board determine not to review the final Division decision, this decision will represent a final agency action on the dispute.

(b) This clause does not preclude consideration of legal questions, provided that nothing herein shall be construed to make final the decision of the State Water Board, or any official or representative thereof, on any question of law.

(c) Recipient must continue with the responsibilities under this Agreement during any dispute.

(d) This section relating to disputes does not establish an exclusive procedure for resolving claims within the meaning of Government Code sections 930 and 930.4.

C.3.14 Drug-Free Workplace.

The Recipient certifies that it will provide a drug-free workplace in compliance with the Drug-Free Workplace Act (Gov. Code. §§ 8350-8357). The Recipient shall publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in the Recipient's workplace and specifying the actions to be taken against employees for violations of the prohibition. The Recipient shall establish a drug-free awareness program to inform employees about the dangers of drug abuse in the workplace, the Recipient's policy of maintaining a drug-free workplace, any available drug counseling, rehabilitation and employee assistance programs, and penalties that may be imposed upon employees for drug abuse violations. The Recipient shall provide that every employee who works on the Project receives a copy of the Recipient's drug-free workplace policy statement and agrees to abide by the terms of the statement as a condition of employment on the Project.

C.3.15 Environmental Clearance.

(a) No work that is subject to CEQA or NEPA may proceed under this Agreement unless the State Water Board has provided environmental clearance. The State Water Board may require changes in the scope of work or additional mitigation as a condition to providing construction or implementation funding under this Agreement. Recipient shall not perform any work subject to CEQA and/or NEPA before the State Water Board completes its environmental review and specifies any changes in scope or additional mitigation that may be required. Proceeding with work subject to CEQA and/or NEPA without approval by the State Water Board shall constitute a breach of a material provision of this Agreement.

(b) If this Project includes modification of a river or stream channel, the Recipient must fully mitigate environmental impacts resulting from the modification. The Recipient must provide documentation that the environmental impacts resulting from such modification will be fully mitigated considering all of the impacts of the modification and any mitigation, environmental enhancement, and environmental benefit

resulting from the Project, and whether, on balance, any environmental enhancement or benefit equals or exceeds any negative environmental impacts of the Project.

C.3.16 Governing Law.

This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California.

C.3.17 Income Restrictions.

The Recipient agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Recipient under this Agreement must be paid by the Recipient to the State Water Board, to the extent that they are properly allocable to costs for which the Recipient has been reimbursed by the State Water Board under this Agreement.

C.3.18 Indemnification and State Reviews.

The parties agree that review or approval of Project plans and specifications by the State Water Board is for administrative purposes only, including conformity with application and eligibility criteria, and expressly not for the purposes of design defect review or construction feasibility, and does not relieve the Recipient of its responsibility to properly plan, design, construct, and ensure operation, and maintenance of the Project. To the extent permitted by law, the Recipient agrees to indemnify, defend, and hold harmless the State Water Board, the Bank, and any trustee, and their officers, employees, and agents for the Bonds, if any (collectively, "Indemnified Persons"), against any loss or liability arising out of any claim or action brought against any Indemnified Persons from and against any and all losses, claims, damages, liabilities, or expenses, of every conceivable kind, character, and nature whatsoever arising out of, resulting from, or in any way connected with (1) the System or the Project or the conditions, occupancy, use, possession, conduct, or management of, work done in or about, or the planning, design, acquisition, installation, or construction, of the System or the Project or any part thereof; (2) the carrying out of any of the transactions contemplated by this Agreement or any related document; (3) any violation of any applicable law, rule or regulation, any environmental law (including, without limitation, the Federal Comprehensive Environmental Response, Compensation and Liability Act, the Resource Conservation and Recovery Act, the California Hazardous Substance Account Act, the Federal Water Pollution Control Act, the Clean Air Act, the Toxic Substances Control Act, the Occupational Safety and Health Act, the Safe Drinking Water Act, the California Hazardous Waste Control Law, and California Water Code Section 13304, and any successors to said laws), rule or regulation or the release of any toxic substance on or near the System or the Project; or (4) any untrue statement or alleged untrue statement of any material fact or omission or alleged omission to state a material fact necessary to make the statements required to be stated therein, in light of the circumstances under which they were made, not misleading with respect to any information provided by the Recipient for use in any disclosure document utilized in connection with any of the transactions contemplated by this Agreement, except those arising from the gross negligence or willful misconduct of the Indemnified Persons. The Recipient must also provide for the defense and indemnification of the Indemnified Persons in any contractual provision extending indemnity to the Recipient in any contract let for the performance of any work under this Agreement, and must cause the Indemnified Persons to be included within the scope of any provision for the indemnification and defense of the Recipient in any contract or subcontract. To the fullest extent permitted by law, the Recipient agrees to pay and discharge any judgment or award entered or made against Indemnified Persons with respect to any such claim or action, and any settlement, compromise or other voluntary resolution. The provisions of this section survive the term of this Agreement.

C.3.19 Independent Actor.

The Recipient, and its agents and employees, if any, in the performance of this Agreement, shall act in an independent capacity and not as officers, employees, or agents of the State Water Board.

C.3.20 Integration.

This Agreement constitutes the complete and final agreement between the parties. No oral or written understanding or agreement not incorporated in this Agreement shall be binding on either party.

C.3.21 Leveraging Covenants.

(a) The Recipient covenants to furnish such financial, operating and other data pertaining to the Recipient as may be requested by the State Water Board to: (i) enable the State Water Board to cause the issuance of Bonds and provide for security therefor; or (ii) enable any underwriter of Bonds issued for the benefit of the State Water Board to comply with Rule 15c2-12(b)(5).

(b) The Recipient further covenants to provide the State Water Board with copies of all continuing disclosure documents or reports that are disclosed pursuant to (i) the Recipient's continuing disclosure undertaking or undertakings made in connection with any outstanding CSA Obligation, (ii) the terms of any outstanding CSA Obligation, or (iii) a voluntary disclosure of information related to an outstanding CSA Obligation. The Recipient must disclose such documents or reports to the State Water Board at the same time such documents or reports are submitted to any dissemination agent, trustee, nationally recognized municipal securities information repository, the Municipal Securities Rulemaking Board's Electronic Municipal Market Access (EMMA) website or other person or entity.

C.3.22 No Discrimination.

(a) The Recipient must comply with and shall ensure the City's compliance with, Government Code section 11135 and the implementing regulations (Cal. Code Regs, tit. 2, § 11140 et seq.), including, but not limited to, ensuring that no person is unlawfully denied full and equal access to the benefits of, or unlawfully subjected to discrimination in the operation of, the Project or System on the basis of sex, race, color, religion, ancestry, national origin, ethnic group identification, age, mental disability, physical disability, medical condition, genetic information, marital status, or sexual orientation as such terms are defined under California law, for as long as the Recipient or the City retains ownership or possession of the Project.

(b) If Project Funds are used to acquire or improve real property, the Recipient must include a covenant of nondiscrimination running with the land in the instrument effecting or recording the transfer of such real property.

(c) The Recipient must comply with, the federal American with Disabilities Act of 1990 and implementing regulations as required by Government Code section 11135(b).

(d) The Recipient's obligations under this section shall survive the term of this Agreement.

(e) The Recipient shall ensure that the City's compliance with the relevant terms of this section.

(f) During the performance of this Agreement, the Recipient, its contractors, and subcontractors, , must not unlawfully discriminate, harass, or allow harassment against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, sexual orientation, physical disability (including HIV and AIDS), mental disability, medical condition (cancer), age (over 40), marital status, denial of family care leave, or genetic information, gender, gender identity, gender expression, or military and veteran status.

(g) The Recipient, its contractors, and subcontractors must ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment.

(h) The Recipient, its contractors, and subcontractors must comply with the provisions of the Fair Employment and Housing Act and the applicable regulations promulgated thereunder. (Gov. Code, §12990, subds. (a)-(f) et seq.;Cal. Code Regs., tit. 2, § 7285 et seq.) Such regulations are incorporated into this Agreement by reference and made a part hereof as if set forth in full.

(i) The Recipient, its contractors, and subcontractors must comply with all applicable federal civil rights regulations, including statutory and national policy requirements. (2 CFR § 200.300). This includes, to the greatest extent practicable and to the extent permitted by law, the requirement to respect and protect the freedom of persons and organizations to engage in political and religious speech. (Executive Order 13798).

(j) The Recipient, its contractors and subcontractors must give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

(k) The Recipient must include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under this Agreement.

C.3.23 No Third Party Rights.

The parties to this Agreement do not create rights in, or grant remedies to, any third party as a beneficiary of this Agreement, or of any duty, covenant, obligation, or undertaking established herein.

C.3.24 No Obligation of the State.

Any obligation of the State Water Board herein contained shall not be an obligation, debt, or liability of the State and any such obligation shall be payable solely out of the moneys encumbered pursuant to this Agreement.

C.3.25 Notice.

Upon the occurrence of any of the following events, the Recipient must provide notice as set forth below.

(a) Within 24 hours of the following, the Recipient must notify the Division by phone at (916) 327-9978 and by email to [PM email address and senior email address] and mailto:DrinkingWaterSRF@waterboards.ca.gov:
    i. The seizure of, or levy on, any CSA Fees securing this Agreement;
    ii. Any discovery of any potential tribal cultural resource and/or archaeological or historical resource. Should a potential tribal cultural resource and/or archaeological or historical resource be discovered during construction or Project implementation, the Recipient must ensure that all work in the area of the find will cease until a qualified archaeologist has evaluated the situation and made recommendations regarding preservation of the resource, and the Division has determined what actions should be taken to protect and preserve the resource. The Recipient must implement appropriate actions as directed by the Division.

(b) Within five (5) business days, the Recipient must notify the Division by phone at (916) 327-9978; by email to Lance.Reese@waterboards.ca.gov [PM email address and senior email address] and DrinkingWaterSRF@waterboards.ca.gov; and by mail to the contact address set forth in Section 4 of this Agreement of the occurrence of any of the following events:

i. Bankruptcy, insolvency, receivership or similar event of the Recipient, or actions taken in anticipation of any of the foregoing;
ii. Change of ownership of the Project or the System or change of management or service contracts, if any, for operation of the System;
iii. Loss, theft, damage, or impairment to Project, the Revenues, CSA Fees, or the System;
iv. Failure to meet any debt service coverage test in Exhibit B of this Agreement;
v. Draws on the Reserve Fund;
vi. Events of Default, except as otherwise set forth in this section;
vii. Failure to observe or perform any covenant or comply with any condition in this Agreement;
viii. An offer from a public entity to purchase the Project or the System or any portion thereof, or any of the real or personal property related to or necessary for the Project;
ix. A proceeding or action by a public entity to acquire the Project or the System by power of eminent domain;
x. Incurrence of a CSA Obligation, or other Material Obligation by the Recipient; or
xi. A default, event of acceleration, termination event, modification of terms, or other similar event under the terms of a CSA Obligation, System Obligation or other Material Obligation of the Recipient or the City, any of which reflect financial difficulties.

(c) Within ten (10) business days, the Recipient must notify the Division by phone at (916) 327-9978, by email to [PM email address and senior email address] and DrinkingWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of the following events:

i. Material defaults on Material Obligations other than this Obligation;
ii. Unscheduled draws on material debt service reserves or credit enhancements, reflecting financial difficulties;
iii. Substitution of credit or liquidity providers, if any or their failure to perform;
iv. Any litigation pending or threatened with respect to the Project, the City or the Recipient; challenging the Recipient's technical, managerial or financial capacity construct the Project; challenging the City's technical, managerial or financial capacity to operate the Project or the System; or challenging the continued existence of the Recipient or the City;
v. Circulation of a petition to repeal, reduce, or otherwise challenge the CSA Fees;
vi. Consideration of dissolution, or disincorporation, or any other event that could materially impair the CSA Fees;
vii. Adverse tax opinions, the issuance by the Internal Revenue Service or proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices of determinations with respect to the tax status of any tax-exempt bonds;
viii. Rating changes on outstanding CSA Obligations, if any;
ix. Enforcement actions by or brought on behalf of the State Water Board or Regional Water Board; or

x. Any investigation by the District Attorney, California State Auditor, Bureau of State Audits, United States Environmental Protection Agency's Office of Inspector General, the Internal Revenue Service, Securities and Exchange Commission, a grand jury, or any other state or federal agency, relating to the Recipient's financial management, accounting procedures, or internal fiscal controls;

(d) The Recipient must notify the Division promptly by phone at (916) 327-9978, by email to [PM email address and senior email address] and DrinkingWaterSRF@waterboards.ca.gov, and by mail to the contact address set forth in Section 4 of this Agreement of any of the following events:

i. The discovery of a false statement of fact or representation made in this Agreement or in the application to the Division for this financial assistance, or in any certification, report, or request for reimbursement made pursuant to this Agreement, by the Recipient, its employees, agents, or contractors;
ii. Any substantial change in scope of the Project. The Recipient must undertake no substantial change in the scope of the Project until prompt written notice of the proposed change has been provided to the Division and the Division has given written approval for the change;
iii. Cessation of all major construction work on the Project where such cessation of work is expected to or does extend for a period of thirty (30) days or more;
iv. Any circumstance, combination of circumstances, or condition, which is expected to or does delay Completion of Construction for a period of ninety (90) days or more;
v. Discovery of any unexpected endangered or threatened species, as defined in the federal Endangered Species Act. Should a federally protected species be unexpectedly encountered during construction of the Project, the Recipient agrees to promptly notify the Division. This notification is in addition to the Recipient's obligations under the federal Endangered Species Act;
vi. Any Project monitoring, demonstration, or other implementation activities required in Exhibit A or Exhibit D of this Agreement, if any;
vii. Any public or media event publicizing the accomplishments and/or results of this Agreement and provide the opportunity for attendance and participation by state representatives with at least ten (10) working days' notice to the Division;
viii. Any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, as required by Exhibit C.4.3(xxvii);
ix. Any events requiring notice to the Division pursuant to the provisions of this Agreement;
x. Completion of Construction of the Project, and actual Project Completion;
xi. The award of the prime construction contract for the Project;
xii. Initiation of construction of the Project.

C.3.26 Operation and Maintenance; Insurance.

The Recipient shall ensure that the City agrees to sufficiently and properly staff, operate and maintain all portions of the System during the Useful Life of the Project in accordance with all applicable state and federal laws, rules, and regulations.

The Recipient shall ensure that the City agrees to procure and maintain or cause to be maintained insurance on the System with responsible insurers, or as part of a reasonable system of self-insurance, in

such amounts and against such risks (including damage to or destruction of the System) as are usually covered in connection with systems similar to the System. Such insurance may be maintained by a self-insurance plan so long as such plan provides for (i) the establishment by the City of a separate segregated self-insurance fund in an amount determined (initially and on at least an annual basis) by an independent insurance consultant experienced in the field of risk management employing accepted actuarial techniques and (ii) the establishment and maintenance of a claims processing and risk management program.

In the event of any damage to or destruction of the System caused by the perils covered by such insurance, the net proceeds thereof shall be applied to the reconstruction, repair or replacement of the damaged or destroyed portion of the System. The Recipient ensures that the City will begin such reconstruction, repair or replacement as expeditiously as possible, and must pay out of such net proceeds all costs and expenses in connection with such reconstruction, repair or replacement so that the same must be completed and the System must be free and clear of all claims and liens. If such net proceeds are insufficient to reconstruct, repair, or restore the System to the extent necessary to enable the Recipient to pay all remaining unpaid principal portions of the Payments, if any, in accordance with the terms of this Agreement, the Recipient must provide additional funds to restore or replace the damaged portions of the System.

Recipient agrees that for any policy of insurance concerning or covering the construction of the Project, it will cause, and will require its contractors and subcontractors to cause, a certificate of insurance to be issued showing the State Water Board, its officers, agents, employees, and servants as additional insured; and must provide the Division with a copy of all such certificates prior to the commencement of construction of the Project.

C.3.27 Permits, Subcontracting, and Remedies.

Recipient must procure all permits, licenses and other authorizations necessary to accomplish the work contemplated in this Agreement, pay all charges and fees, and give all notices necessary and incidental to the due and lawful prosecution of the work. Signed copies of any such permits or licenses must be submitted to the Division before any construction begins.

The Recipient must not contract or allow subcontracting with excluded parties. The Recipient must not contract with any party who is debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which this funding is authorized. For any work related to this Agreement, the Recipient must not contract with any individual or organization on the State Water Board's List of Disqualified Businesses and Persons that is identified as debarred or suspended or otherwise excluded from or ineligible for participation in any work overseen, directed, funded, or administered by the State Water Board program for which funding under this Agreement is authorized. The State Water Board's List of Disqualified Businesses and Persons is located at
http://www.waterboards.ca.gov/water_issues/programs/enforcement/fwa/dbp.shtml

C.3.28 Professionals.

The Recipient agrees that only licensed professionals will be used to perform services under this Agreement where such services are called for. All technical reports required pursuant to this Agreement that involve planning, investigation, evaluation, design, or other work requiring interpretation and proper application of engineering, architectural, or geologic sciences, shall be prepared by or under the direction of persons registered to practice in California pursuant to Business and Professions Code, sections 5536.1, 6735, 7835, and 7835.1. To demonstrate compliance with California Code of Regulations, title 16, sections 415 and 3065, all technical reports must contain a statement of the qualifications of the

responsible registered professional(s). As required by these laws, completed technical reports must bear the signature(s) and seal(s) of the registered professional(s) in a manner such that all work can be clearly attributed to the professional responsible for the work.

C.3.29 Prevailing Wages.

The Recipient agrees to be bound by all applicable provisions of State Labor Code regarding prevailing wages. The Recipient must monitor all agreements subject to reimbursement from this Agreement to ensure that the prevailing wage provisions of the State Labor Code are being met.

In addition, the Recipient agrees to comply with the Davis-Bacon provisions incorporated by reference in Section 3 of this Agreement.

C.3.30 Public Funding.

This Project is publicly funded. Any service provider or contractor with which the Recipient contracts must not have any role or relationship with the Recipient, that, in effect, substantially limits the Recipient's ability to exercise its rights, including cancellation rights, under the contract, based on all the facts and circumstances.

C.3.31 Recipient's Responsibility for Work.

The Recipient shall be responsible for all work and for persons or entities engaged in work performed pursuant to this Agreement, including, but not limited to, contractors, subcontractors, suppliers, and providers of services. The Recipient shall be responsible for responding to any and all disputes arising out of its contracts for work on the Project. The State Water Board will not mediate disputes between the Recipient and any other entity concerning responsibility for performance of work.

C.3.32 Related Litigation.

Under no circumstances may the Recipient use funds from any reimbursement under this Agreement to pay costs associated with any litigation the Recipient pursues against the State Water Board or any Regional Water Quality Control Board. Regardless of the outcome of any such litigation, and notwithstanding any conflicting language in this Agreement, the Recipient agrees to repay all of the disbursed funds plus interest in the event that Recipient does not complete the project.

C.3.33 Rights in Data.

The Recipient agrees that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work produced in the performance of this Agreement are subject to the rights of the State as set forth in this section. The State shall have the right to reproduce, publish, and use all such work, or any part thereof, in any manner and for any purposes whatsoever and to authorize others to do so. If any such work is copyrightable, the Recipient may copyright the same, except that, as to any work which is copyrighted by the Recipient, the State reserves a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, and use such work, or any part thereof, and to authorize others to do so, and to receive electronic copies from the Recipient upon request.

C.3.34 State Water Board Action; Costs and Attorney Fees.

Any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to the State Water Board as a result of breach of this Agreement by the Recipient, whether such breach occurs before or after completion of the Project, and exercise of any

remedy provided by this Agreement by the State Water Board shall not preclude the State Water Board from pursuing any legal remedy or right which would otherwise be available. In the event of litigation between the parties hereto arising from this Agreement, it is agreed that each party shall bear its own costs and attorney fees.

C.3.35 Timeliness.

Time is of the essence in this Agreement.

C.3.36 Unenforceable Provision.

In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

C.3.37 Venue.

Any action arising out of this Agreement shall be filed and maintained in the Superior Court in and for the County of Sacramento, California.

C.3.38 Waiver and Rights of the State Water Board.

Any waiver of rights by the State Water Board with respect to a default or other matter arising under this Agreement at any time shall not be considered a waiver of rights with respect to any other default or matter. Any rights and remedies of the State Water Board provided for in this Agreement are in addition to any other rights and remedies provided by law.

C.4 MISCELLANEOUS STATE AND FEDERAL REQUIREMENTS

C.4.1 [Reserved.]

C.4.2 State Cross-Cutters.

Recipient represents that, as to itself and the City, as applicable, each entity complies, and covenants to maintain compliance with the following for the term of the Agreement:

i. The California Environmental Quality Act (CEQA), as set forth in Public Resources Code 21000 et seq. and in the CEQA Guidelines at Title 14, Division 6, Chapter 3, Section 15000 et seq.

ii. Water Conservation requirements, including regulations in Division 3 of Title 23 of the California Code of Regulations.

iii. Monthly Water Diversion Reporting requirements, including requirements set forth in Water Code section 5103.

iv. Public Works Contractor Registration with Department of Industrial Relations requirements, including requirements set forth in Sections 1725.5 and 1771.1 of the Labor Code.

v. Volumetric Pricing & Water Meters requirements, including the requirements of Water Code sections 526 and 527.

vi. Urban Water Management Plan requirements, including the Urban Water Management Planning Act (Water Code, § 10610 et seq.).

vii. Urban Water Demand Management requirements, including the requirements of Section 10608.56 of the Water Code.

viii. Delta Plan Consistency Findings requirements, including the requirements of Water Code section 85225 and California Code of Regulations, title 23, section 5002.

ix. Agricultural Water Management Plan Consistency requirements, including the requirements of Water Code section 10852.

x. Charter City Project Labor Requirements, including the requirements of Labor Code section 1782 and Public Contract Code section 2503.

C.4.3 Federal Requirements and Cross-Cutters for SRF Funding.

The Recipient acknowledges, warrants compliance with, and covenants to continuing compliance with, as to itself and to the City, the following federal terms and conditions for the Useful Life of the Project:

i. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient shall not purchase “iron and steel products” produced outside of the United States on this Project. Unless the Recipient has obtained a waiver from USEPA on file with the State Water Board or unless this Project is not a project for the construction, alteration, maintenance or repair of a public water system or treatment work, the Recipient hereby certifies that all “iron and steel products” used in the Project were or will be produced in the United States. For purposes of this section, the term "iron and steel products" means the following products made primarily of iron or steel: lined or unlined pipes and fittings, manhole covers and other municipal castings, hydrants, tanks, flanges, pipe clamps and restraints, valves, structural steel, reinforced precast concrete, and construction materials. “Steel” means an alloy that includes at least 50 percent iron, between .02 and 2 percent carbon, and may include other elements.

ii. The Recipient acknowledges that funds received under this Agreement are subject to the Build America Buy America (BABA) requirements of Public Law 117-58 (the Infrastructure Investment and Jobs Act, also known as the Bipartisan Infrastructure Law (BIL), signed into law on November 15, 2021), which are in addition to “iron and steel products” requirements described in section C.4.3 (i) above. Specifically, unless (1) the Recipient has requested and obtained a waiver from USEPA on file with the State Water Board pertaining to the Project or the Project is otherwise covered by a general applicability waiver, as confirmed in writing by the State Water Board; or (2) the State Water Board and, to the extent the Project is co-funded by any other agency using federal funds subject to BABA requirements, each such agency has advised the Recipient in writing that the BABA requirements are not applicable to the Project, the Recipient shall ensure and certifies that, as these terms are defined within and made applicable by Public Law 117-58:

(a) all iron and steel used in the Project are produced in the United States;
(b) the manufactured products used in the Project are produced in the United States; and
(c) the construction materials used in the Project are produced in the United States.

The Recipient must require its contractors and subcontractors to comply with all applicable BABA requirements and must include the following provision in its contracts and subcontracts under this Agreement:

"The contractor acknowledges to and for the benefit of the [name of the Recipient] and the State Water Board that it understands the goods and services under this contract are being funded with federal monies and have statutory requirements commonly known as "Build America, Buy America;" that requires all of the iron and steel, manufactured products, and construction materials used in the project to be produced in the United States ("Build America, Buy America Requirements") including iron and steel, manufactured products, and construction materials provided by the contactor pursuant to this contract. The contractor hereby represents and warrants to and for the benefit of the [name of the Recipient] and the State Water Board (a) the contractor has reviewed and understands the Build America, Buy America Requirements, (b) all of the iron and steel, manufactured products, and construction materials used in the project will be and/or have been produced in the United States in a manner that complies with the Build America, Buy America Requirements, unless a waiver of the requirements is approved, and (c) the contractor will provide any further verified information, certification or assurance of compliance with this paragraph, or information necessary to support a waiver of the Build America, Buy America Requirements, as may be requested by the [name of the Recipient] and the State Water Board. Notwithstanding any other provision of this Agreement, any failure to comply with this paragraph by the contractor shall permit the [name of the Recipient] and the State Water Board to recover as damages against the contractor any loss, expense, or cost (including without limitation attorney's fees) incurred by the [name of the Recipient] and the State Water Board resulting from any such failure (including without limitation any impairment or loss of funding, whether in whole or in part, from the State Water Board or any damages owed to the State Water Board by the [name of the Recipient]). If the contractor has no direct contractual privity with the State Water Board, as a lender or awardee to the [name of the Recipient] for the funding of its project, the [name of the Recipient] and the contractor agree that the State Water Board is a third-party beneficiary and neither this paragraph (nor any other provision of this Agreement necessary to give this paragraph force or effect) shall be amended or waived without the prior written consent of the State Water Board."

The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing.

iii. The Recipient must include in full the Wage Rate Requirements (Davis-Bacon) language incorporated by reference in Section 3 of this Agreement in all construction contracts and subcontracts.

iv. The Recipient must comply with the signage requirements set forth in Exhibit A.

v. The Recipient shall notify the State Water Board and the USEPA contact of public or media events publicizing the accomplishment of significant events related to this Project and provide the opportunity for attendance and participation by federal representatives with at least ten (10) working days' notice.

vi. The Recipient shall comply with applicable USEPA general terms and conditions found at https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later.

vii. No Recipient may receive funding under this Agreement unless it has provided its Unique Entity Identifier, assigned by the System for Award Management, to the State Water Board.

viii. The Recipient represents and warrants that it and its principals are not excluded or disqualified from participating in this transaction as such terms are defined in Parts 180 and 1532 of Title 2 of the Code of Federal Regulations (2 CFR). If the Recipient is excluded after execution of this Agreement, the Recipient shall notify the Division within ten (10) days and shall inform the Division of the Recipient's exclusion in any request for amendment of this Agreement. The Recipient shall comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR. Such compliance is a condition precedent to the State Water Board's performance of its obligations under this Agreement. When entering into a covered transaction as defined in Parts 180 and 1532 of 2 CFR, the Recipient shall require the other party to the covered transaction to comply with Subpart C of Part 180 of 2 CFR, as supplemented by Subpart C of Part 1532 of 2 CFR.

ix. To the extent applicable, the Recipient shall disclose to the State Water Board any potential conflict of interest consistent with USEPA's Final Financial Assistance Conflict of Interest Policy at https://www.epa.gov/grants/epas-final-financial-assistance-conflict-interest-policy. A conflict of interest may result in disallowance of costs.

x. USEPA and the State Water Board have the right to reproduce, publish, use and authorize others to reproduce, publish and use copyrighted works or other data developed under this assistance agreement.

xi. Where an invention is made with Project Funds, USEPA and the State Water Board retain the right to a worldwide, nonexclusive, nontransferable, irrevocable, paid-up license to practice the invention owned by the Recipient. The Recipient must utilize the Interagency Edison extramural invention reporting system at http://iEdison.gov and shall notify the Division when an invention report, patent report, or utilization report is filed.

xii. The Recipient agrees that any reports, documents, publications or other materials developed for public distribution supported by this Agreement shall contain the Disclosure statement set forth in Exhibit A.

xiii. The Recipient acknowledges that it is encouraged to follow guidelines established under Section 508 of the Rehabilitation Act, codified at 36 CFR Part 1194, with respect to enabling individuals with disabilities to participate in its programs supported by this Project.

xiv. The Recipient, its employees, contractors and subcontractors and their employees warrants that it will not engage in severe forms of trafficking in persons, procure a commercial sex act during the term of this Agreement, or use forced labor in the performance of this Agreement. The Recipient must include this provision in its contracts and subcontracts under this Agreement. The Recipient must inform the State Water Board immediately of any information regarding a violation of the foregoing. The Recipient understands that failure to comply with this provision may subject the State Water Board to loss of federal funds. The Recipient agrees to compensate the State Water Board for any such funds lost due to its failure to comply with this condition, or the failure of its contractors or subcontractors to comply with this condition. The State Water Board may unilaterally terminate this Agreement if the Recipient that is a private entity is determined to have violated the foregoing.

xv. The Recipient certifies to the best of its knowledge and belief that:

a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Recipient, 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 the awarding of any federal

contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with this Agreement, the Recipient shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions, and notify the State Water Board.

The Recipient shall require this certification from all parties to any contract or agreement that the Recipient enters into and under which the Recipient incurs costs for which it seeks reimbursements under this Agreement.

xvi. The Recipient must comply with the following federal non-discrimination requirements:

a. Title VI of the Civil Rights Act of 1964, which prohibits discrimination based on race, color, and national origin, including limited English proficiency (LEP).
b. Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against persons with disabilities.
c. The Age Discrimination Act of 1975, which prohibits age discrimination.
d. Section 13 of the Federal Water Pollution Control Act Amendments of 1972, which prohibits discrimination on the basis of sex.
e. 40 CFR Part 7, as it relates to the foregoing.

xvii. Executive Order No. 11246. The Recipient shall include in its contracts and subcontracts related to the Project the following provisions:

"During the performance of this contract, the contractor agrees as follows:"(a) The contractor will not discriminate against any employee or applicant for employment because of race, creed, color, 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, creed, color, 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 contracting officer setting forth the provisions of this nondiscrimination clause.

"(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, creed, color, or national origin.

"(c) 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 by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

"(d) The contractor will comply with all provisions of Executive Order No. 11246 of Sept. 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

"(e) The contractor will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

"(f) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No. 11246 of Sept 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No. 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

"(g) The contractor will include the provisions of Paragraphs (1) through (7) 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 No. 11246 of Sept. 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 contracting agency may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, That in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

xviii. The Recipient agrees to comply with the requirements of USEPA's Program for Utilization of Small, Minority and Women's Business Enterprises.

xix. Procurement Prohibitions under Section 306 of the Clean Air Act and Section 508 of the Clean Water Act, including Executive Order 11738, Administration of the Clean Air Act and the Federal Water Pollution Control Act with Respect to Federal Contracts, Grants, or Loans; 42 USC § 7606; 33 USC § 1368. Except where the purpose of this Agreement is to remedy the cause of the violation, the Recipient may not procure goods, services, or materials from suppliers excluded under the federal System for Award Management: http://www.sam.gov/ .

xx. Uniform Relocation and Real Property Acquisition Policies Act, Pub. L. 91-646, as amended; 42 USC §§4601-4655. The Recipient must comply with the Act's implementing regulations at 49 CFR 24.101 through 24.105.

xxi. The Recipient agrees that if its network or information system is connected to USEPA networks to transfer data using systems other than the Environmental Information Exchange Network or USEPA's Central Data Exchange, it will ensure that any connections are secure.

xxii. All geospatial data created pursuant to this Agreement that is submitted to the State Water Board for use by USEPA or that is submitted directly to USEPA must be consistent with Federal Geographic Data Committee endorsed standards. Information on these standards may be found at www.fgdc.gov.

xxiii. If the Recipient is a water system that serves 500 or fewer persons, the Recipient represents that it has considered publicly-owned wells as an alternative drinking water supply.

xxiv. The Recipient represents that it is not a corporation that has any unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and it is not a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

xxv. The Recipient agrees to immediately notify the Project Manager in writing about any allegation of research misconduct involving research activities that are supported in whole or in part with EPA funds under this Project, including fabrication, falsification, or plagiarism in proposing, performing, or reviewing research, or in reporting research results, or ordering, advising, or suggesting that subordinates engage in research misconduct.

xxvi. The Recipient agrees to comply with, and require all contractors and subcontractors to comply with, EPA's Scientific Integrity Policy, available at https://www.epa.gov/osa/policy-epa-scientific-integrity, when conducting, supervising, and communicating science and when using or applying the results of science. For purposes of this condition scientific activities include, but are not limited to, computer modelling, economic analysis, field sampling, laboratory experimentation, demonstrating new technology, statistical analysis, and writing a review article on a scientific issue.

The Recipient shall not suppress, alter, or otherwise impede the timely release of scientific findings or conclusions; intimidate or coerce scientists to alter scientific data, findings, or professional opinions or exert non-scientific influence on scientific advisory boards; knowingly misrepresent, exaggerate, or downplay areas of scientific uncertainty; or otherwise violate the EPA's Scientific Integrity Policy. The Recipient must refrain from acts of research misconduct, including publication or reporting, as described in EPA's Policy and Procedures for Addressing Research Misconduct, Section 9.C, and must ensure scientific findings are generated and disseminated in a timely and transparent manner, including scientific research performed by contractors and subcontractors.

xxvii. The Recipient agrees to comply with the Animal Welfare Act of 1966 (7 USC 2131-2156). Recipient also agrees to abide by the "U.S. Government Principles for the Utilization and Care of Vertebrate Animals used in Testing, Research, and Training," available at http://grants.nih.gov/grants/olaw/references/phspol.htm#USGovPrinciples.

xxviii. The Recipient certifies that no Project Funds will be used on:

a. Video surveillance or telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities);
b. Telecommunications or video surveillance services produced by such entities;
c. Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country; or
d. Other telecommunications or video surveillance services or equipment in violation of 2 CFR 200.216.

EXHIBIT D – SPECIAL CONDITIONS

[environmental]

Executive Order N-6-22 — Russian Sanctions.

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State Water Board determine Recipient is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State Water Board shall provide Recipient advance written notice of such termination, allowing Recipient at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State Water Board.

The Recipient represents that the Recipient is not a target of economic sanctions imposed in response to Russia's actions in Ukraine imposed by the United States government or the State of California. The Recipient is required to comply with the economic sanctions imposed in response to Russia's actions in Ukraine, including with respect to, but not limited to, the federal executive orders identified in California Executive Order N-6-22, located at https://www.gov.ca.gov/wp-content/uploads/2022/03/3.4.22-Russia-Ukraine-Executive-Order.pdf and the sanctions identified on the United States Department of the Treasury website (https://home.treasury.gov/policy-issues/financial-sanctions/sanctions-programs-and-country-information/ukraine-russia-related-sanctions). The Recipient is required to comply with all applicable reporting requirements regarding compliance with the economic sanctions, including, but not limited to, those reporting requirements set forth in California Executive Order N-6-22 for all Recipients with one or more agreements with the State of California with an aggregated value of Five Million Dollars ($5,000,000) or more. Notwithstanding any other provision in this Agreement, failure to comply with the economic sanctions and all applicable reporting requirements may result in termination of this Agreement.

For Recipients with an aggregated agreement value of Five Million Dollars ($5,000,000) or more with the State of California, reporting requirements include, but are not limited to, information related to steps taken in response to Russia's actions in Ukraine, including but not limited to:

1. Desisting from making any new investments or engaging in financial transactions with Russian institutions or companies that are headquartered or have their principal place of business in Russia;

2. Not transferring technology to Russia or companies that are headquartered or have their principal place of business in Russia; and

3. Direct support to the government and people of Ukraine.

EXHIBIT E – PAYMENT SCHEDULE

See the attached preliminary Payment Schedule. The final Payment Schedule will be forwarded to the Recipient after all disbursements have been paid and construction of the Project has been completed.

RESOLUTION NO. 23-_____

AMENDED RESOLUTION AUTHORIZING THE COUNTY ADMINISTRATOR, DIRECTOR OF COMMUNITY SERVICES, AND OTHER DESIGNATED COUNTY OFFICERS TO SIGN FINANCING AGREEMENT, AMENDMENTS AND CERTIFICATIONS FOR FUNDING FOR THE NORTH DAVIS MEADOWS COUNTY SERVICE AREA (CSA) WATER SYSTEM CONSOLIDATION PROJECT

WHEREAS, the North Davis Meadows CSA is currently served by two wells with concentrations of nitrate, iron and aluminum that exceed State maximum containment levels, and likely hexavalent chromium once new standards are set; and

WHEREAS, the North Davis Meadows CSA and the City of Davis have been working collaboratively to consolidate the North Davis Meadows water system into the City of Davis Public Water System to replace use of the wells; and

WHEREAS, the North Davis Meadows CSA seeks financing from the State Water Resources Control Board ("SWRCB") for a project commonly known as the North Davis Meadows CSA Water System Consolidation Project ("Project"); and

WHEREAS, the North Davis Meadows CSA adopted a fee increase on March 20, 2018 to cover the repayment costs for a construction loan and updated the prior authorizing resolution (Resolution No. 18-30) to change the Authorized Representative from the County Administrative Officer to the Director of Community Services on November 22, 2022 (Resolution No. 22-146); and

WHEREAS, the County desires to amend Resolution No. 18-30 and Resolution No. 22-146 to update the Officers designated as "Authorized Representatives" by adding additional Authorized Representatives to facilitate the execution and implementation of the financing agreement for the Project and to avoid delays with approvals.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, the County Administrator, Assistant County Administrator, the Director of Community Services or Chief Financial Officer (each, an "Authorized Representative") are hereby authorized and directed to sign and file, for and on behalf of the County of Yolo, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design and construction of the Project.

Each Authorized Representative, or any Authorized Representative's designee, is designated to provide the assurances, certifications and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.

Each Authorized Representative, or any Authorized Representative's designee, is designated to represent the County of Yolo in carrying out the County of Yolo's responsibilities under the financing agreement, including certifying disbursement requests on behalf of the County and compliance with applicable state and federal laws.

PASSED AND ADOPTED by the Board of Supervisors of the County of Yolo, State of California, this 6th day of June, 2023, by the following vote:

AYES:
NOES:
ABSTAIN:
ABSENT:

Oscar E. Villegas, Chair
Yolo County Board of Supervisors

Attest:
Julie Dachtler, Senior Deputy Clerk
Board of Supervisors

By:_____
Deputy (Seal)

Approved as to Form:
Philip J. Pogledich, County Counsel

By:_____
Kimberly Hood, Asst. County Counsel

North Davis Meadows CSA Water Consolidation Project – State Revolving Fund Financing Agreement

Yolo County Board of Supervisors
June 6, 2023



Presented By:

Kimberly Villa, Community Services Analyst
Kimberly Hood, Assistant County Counsel

Project Update

- Since 2009, the North Davis Meadows CSA has been working toward a permanent solution to address water quality concerns in the community's public water system (nitrate, hexavalent chromium, aluminum, and iron in excess of maximum contaminant levels (MCLs)).
- Solution: Consolidation Project connecting the CSA with the City of Davis's water system.
- Project has completed environmental review, lawsuit challenging charges to pay for the Project was resolved in the County's favor, and the County is getting ready to advertise for construction bids once the Project financing is completed.

Project Financing – Grant & SRF Loan

Anticipated Project Cost: $8,135,600

- The Project will be financed using favorable financing through the Drinking Water State Revolving Fund (SRF) program administered by the State Water Resources Control Board (SWRCB).
  - Grant: $7.6 million ($80,000 per parcel x 95 parcels)
  - SRF Loan (Installment Sale Agreement): $535,6000
  - Interest Rate: 2.1% (fixed); 30-year term
  - Security and Source of Repayment: Debt will be secured solely by a pledge of net revenues generated by the CSA water charges and will be payable only from CSA water charges and no other County funds.

Good Faith Estimate

	Loan w/out Grant Funding	Loan w/ Grant Funding
SRF Loan Principal:	$8,135,600	$535,600
Grant Proceeds Received:	$0	$7,600,000
True Interest Cost:	2.099999%	2.099993%
Total Payment Amount calculated to the final term of the Installment Sale Agreement:	$11,050,769.20	$727,516.96

Recommended Action

1. Adopt the attached Resolution authorizing the execution and delivery of an Installment Sale Agreement, for up to $8,135,600 in Drinking Water State Revolving Funds between the County and the SWRCB, and the execution of all implementing documents, for financial assistance in connection with the North Davis Meadows Water Consolidation Project (Attachments A and B); and

2. Adopt the Resolution, amending Resolution No. 22-146, to authorize the County Administrator, the Director of Community Services, and other designated officers to sign the financing agreement, amendments and funding certifications for the North Davis Meadows Water Consolidation Project (Attachment C).

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-Health & Human Services 55.
Board of Supervisors **Public Health**

Meeting Date:	06/06/2023
Brief Title:	Smoke-free Multi-Unit Housing Policy Update
From:	Nolan Sullivan, Director, Health and Human Services Agency
Staff Contact:	Brian Vaughn, Public Health Branch Director, Health and Human Services Agency, x8771
Supervisorial District Impact:	Countywide

Subject
Receive presentation regarding tobacco prevention policy designed to reduce exposure to secondhand smoke in multi-unit housing (MUH) complexes. (No general fund impact) (Sullivan) (Est. Time: 10 min)

Recommended Action
Receive presentation regarding tobacco prevention policies designed to reduce exposure to secondhand smoke in multi-unit housing (MUH) complexes.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Reason for Recommended Action/Background
On November 8, 2022, the Board waived the first reading and held the second reading of a proposed smoke-free multi-unit housing policy. This policy would prevent exposure to secondhand smoke of residents living in MUH dwellings by restricting the use of smoking products in these dwellings. At the November 8th meeting, the Board asked that Tobacco Prevention staff reach out to the condo owners in the El Macero and Esparto areas. This presentation will provide an update on these outreach efforts including the results of surveys that were conducted.

Collaborations (including Board advisory groups and external partner agencies)
Yolo County Health Council
County Counsel
California Tobacco Control Program
ETR Associates
Public Health Law Center

Fiscal Information
No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action	
Amount budgeted for expenditure	
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure

General Fund	$0

Attachments

Att. A. Presentation

Form Review

Inbox	Reviewed By	Date
Nolan Sullivan	Nolan Sullivan	05/25/2023 05:49 PM
Shapree Butler	Shapree Butler	05/26/2023 08:12 AM
Form Started By: Jonathan Bartlett		Started On: 05/18/2023 02:27 PM
Final Approval Date: 05/26/2023		

Yolo County Health and Human Services Agency

SMOKEFREE MULTI-UNIT HOUSING UPDATE

Steven Jensen - Health Program Manager
June 6, 2023

Outreach

HOA Board granted permission to survey residents



Outreach

Placed door hanger surveys:

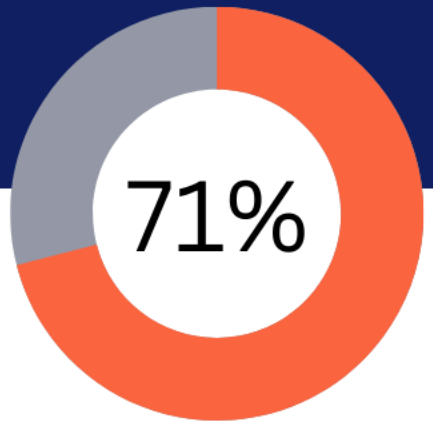
- 53 El Macero
  - 16 at The Villas
  - 37 at The Oaks
- 40 Esparto

Responses:

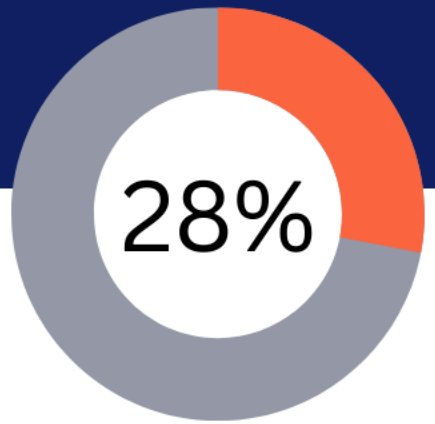
- 13 El Macero
  - 10 Villas at El Macero
  - 3 Oaks at El Macero
- 1 Esparto Duplex



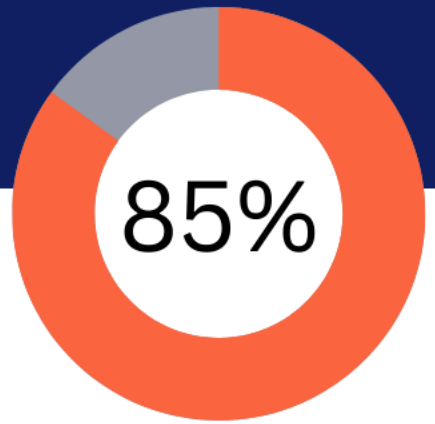
Survey Results



Support a policy banning smoking inside multi-unit housing



Report having smoke from cigarettes or vapes drifting into their home



State that there are no current smoking restrictions on property

Comments from Respondents

My condo has adjoining walls and adjoining patios. If the windows are open, smoke can easily drift from one condo to the next. People should have the right to live like they choose in their home, **but not to the detriment of neighbors** (whether it be smoke, or head-banging music).

-Villas Resident

The Oaks are not typical “condos”, as we own the land as well as the building. We do have common walls and patios are close. **I would absolutely support a ban in common areas and on patios**, if that can be done.

-Oaks Resident

I responded **yes** because I can see that it could be an issue.

-Villas Resident

Thank you for asking. This is a good idea. Although I don't like to control what people do in their homes, **I really think that the possibility of smoke drifting to others' areas is very real. I've heard complaints.** Thanks again!

-Villas Resident

Smokefree MUH and Yolo County's Stratigic Plan

Thriving Residents	
Topic	**Outcome**
Health Equity	Reduce disparities in health outcomes through upstream prevention by addressing root cause social determinants of health (education, income, neighborhood, and housing).
Children	Reduce economic and educational disparities while building resiliency for vulnerable children, youth, and their families.

Smoke Free Multi–Unit Residenses

“Multi-unit Residence” means a property containing two or more units, including, but not limited to, apartment buildings, condominiums, duplex, and triplex.

PPW definition of Dwelling, Two-family or Duplex and Dwelling, Multiple-Family - Title 8, Chapter 2, Article 5, Section 8-2.507

Capay - 1
Clarksburg - 5
El Macero - 51
Esparto - 35
Knight’s Landing – 8
Rumsey - 1
Winters – 1
Woodland – 2
Yolo - 11
Zamora - 1

TOTAL = 116 Properties*

**includes apartment buildings, condos, and multi-unit housing properties*

Policy Options

Least Restrictive

10 Apartment Complexes

- 5 HUD properties
- 5 Privately owned
  - 2 have voluntary no smoking policy

Most Restrictive*

116 Properties

- 78 Dwelling, multi-family
  - apartments
  - condos
- 38 Dwelling, two-family or duplex

**45 municipalities require all MUH properties with 2 or more units to be 100% smokefree indoors—both rental units and condominium/owner-occupied units.*

Enforcement

Complaint driven

individuals exposed to secondhand smoke as a result of a violation of this policy may initiate enforcement by registering a complaint with the County of Yolo

Administrative penalties shall not be imposed unless the individual in violation has received **at least three written warnings** given resources to cessation services.

- A $100 fine upon finding the first violation within any three-year period.
- A $200 fine upon finding a second violation within any three-year period.
- A $500 fine upon finding a third or subsequent violation within any three-year period.

Thank you!

Feel free to reach out if you have any questions.

Contact

Steven Jensen

Phone

530-666-8616

Email Address

steven.jensen@yolocounty.org



County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-Information Items (Affiliated Agencies) 56.

Board of Supervisors
Meeting Date: 06/06/2023
Brief Title: Food Insecurity in Yolo County
From: Karen Baker, Executive Director, Yolo Food Bank
Staff Contact: Karen Baker, Executive Director, Yolo Food Bank, 530-668-0690
Supervisorial District Impact: Countywide

Subject
Receive Food Insecurity Update from Yolo Food Bank. (No general fund impact) (Karen Baker) (Est. Time: 10 min)

Recommended Action
Receive Food Insecurity Update from Yolo Food Bank.

Strategic Plan Goal(s)



Thriving Residents

Reason for Recommended Action/Background

Receive Food Insecurity Update from Yolo Food Bank.

Collaborations (including Board advisory groups and external partner agencies)
Yolo Food Bank

Attachments

Att. A. Presentation

Form Review

Form Started By: Julie Dachtler Started On: 04/26/2023 02:59 PM
Final Approval Date: 04/26/2023

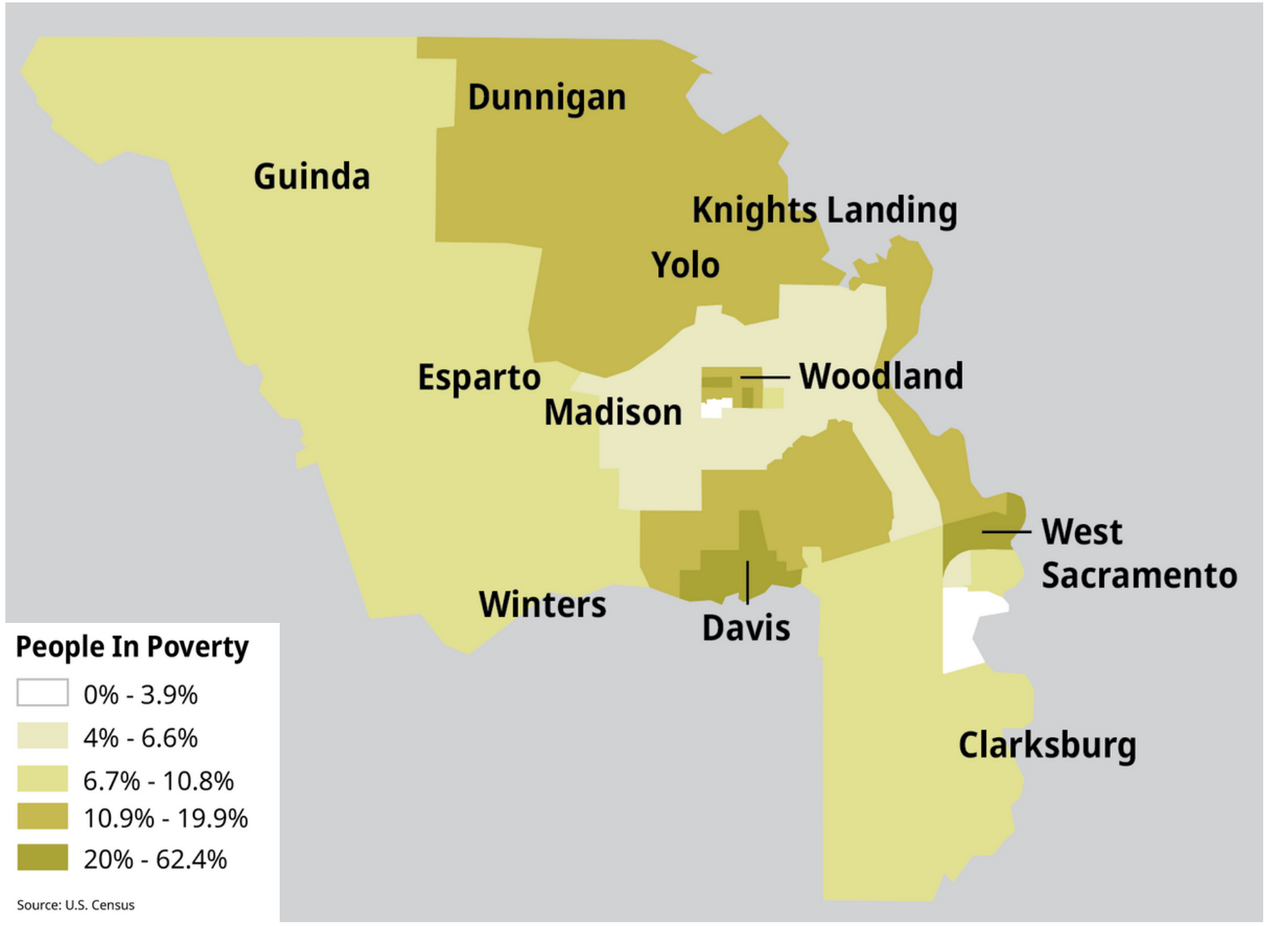

Yolo
FOOD
BANK

Yolo County Poverty Facts

- ~75,000 total households in Yolo County
- Poverty rate in 2022: 17.2% (PPIC)

Yolo Food Bank's Current Footprint:

  - 13,000+ households* served via 145 monthly food distribution events
  - 8,500+ households served monthly by our 84 partner agencies
- 21,500+ total households served monthly throughout Yolo County



*Some households may be accessing food at multiple sites

Yolo County Poverty Facts

- While the COVID-19 public emergency declaration has ended, the need has not diminished.

- Across our distributions, we've seen a 20% increase from April 30, 2022 to April 30, 2023.

- This 20% increase does not include the additional households that are likely to seek resources due to the ending of the CalFresh Emergency Allotments.



YFB Partner Agencies: 84

- All Leaders Must Serve
- AS UCD The Pantry
- Cache Creek Lodge
- Cal Aggie Christian Association
- Calvary Baptist Church
- Calvary Chapel of Woodland
- Calvary Chapel of Zamora
- Center For Land-Based Learning
- Church on The Rock
  - Youth Ministry
  - Victory House
- CommuniCare
  - CREO
  - Navigation Center
  - IOPCM/RW
  - Child Development
  - Healthy Living With Diabetes
  - Youth Programs
  - Stimulus Use Prevention In COC
- Community Opportunities Housing Corporation
  - Terracina
  - Walnut Terrace
  - Windmere
  - Casa del Sol
  - Hotel Woodland
- Countryside Community Church
- Davis Community Church
- Davis Community Meals and Housing
- Davis Senior Housing
- Empower Yolo
- Resource Center
- Emergency Shelter
- Family Action Centers of Colusa County
- Food 4 U Foundation
- Fourth & Hope
- Emergency Shelter
- Walter's House
- Transitional Housing
- Health Education Council
- Holy Cross
- Holy Rosary
- Homeward Bound Outreach
- Hope Cooperative
- HEART of Davis
- Interfaith Rotating Winter Shelter
- Kentucky Avenue Church of Christ
- Knights Landing One Health Center
- Madison Community Committee Food Closet
- Manna House
- Meals on Wheels Yolo County
- Mercy Coalition of West Sacramento
- Mercy Housing
  - West Beamer Place
  - Esperanza Crossing
  - West Capitol
- Our Lady of Grace
- Pole Line Road Baptist Church
- Progress Ranch
- RISE, Inc.
  - Esparto
  - Winters
- The Salvation Army
- Shores of Hope
- STEAC
- SPERO
- Renuevo Food Closet
- The Church of Jesus Christ of Latter-day Saints
- Trinity Presbyterian Church
- UCD Aggie Compass, Basic Needs Center
- United Methodist Church
- West Sacramento Baptist Church
- West Sacramento Seventh Day Adventist Church
- Woodland Bible Church
- Woodland Christian Center
- Woodland Community College Foundation
- Woodland Volunteer Food Closet
- Yolo Community Care Continuum
  - Haven House
  - Safe Harbor
  - Farmhouse
  - Homestead
- Yolo County African-American Association
- Yolo County Children's Alliance
- Yolo Crisis Nursery

County of Yolo
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To: The Chair and Members of the Board of Supervisors

Regular-Information Items (Comm. Services) 57.

Board of Supervisors **Public Works**

Meeting Date: 06/06/2023
Brief Title: Road Projects Prioritization
From: Leslie Lindbo, Director, Department of Community Services
Staff Contact: Vin Cay, Public Works Director, Department of Community Services, x8844
Supervisorial District Impact: Countywide

Subject
Receive presentation on how the County prioritizes road projects. (No general fund impact) (Lindbo/Cay) (Est. Time: 15 min)

Recommended Action
Receive presentation on how the County prioritizes road projects.

Strategic Plan Goal(s)
Thriving Residents

Safe Communities

Sustainable Environment

Flourishing Agriculture

Robust Economy

Reason for Recommended Action/Background
At the April 4, 2023, Board of Supervisors Meeting, staff was directed to return with a framework of how the County prioritizes road projects.
Given that the County has far more road maintenance responsibilities than there is available funding, a project prioritization framework is needed. Project prioritization is first dependent on the road condition data collected. Every three years, public works staff performs a countywide road condition assessment. After data is collected, staff applies established priorities set by the Board as follows:

- Use of Pavement Management Program to optimize cost/benefit
- Focus on top priority corridors (arterials/collectors)
- Address excessive complaints/safety first
- Use preventative pavement treatments to keep the good roads good
- Use sustainable methods when possible
- Leverage grant funding by keeping a reserve

At the April 4, 2023, meeting, the Board expressed concerns of how equity is being applied to project selection. Staff reviewed existing practices and is integrating equity considerations into the project selection process by identifying historically underserved communities from a road infrastructure standpoint, including

prioritizing roads serving economically disadvantaged communities even when such roads do not meet the higher street classifications or traffic volumes that would traditionally be considered.

Staff is committed to working with the Board to ensure transparency in project prioritization. In addition to existing procedures, staff is proposing to present a projects update at a meeting in the Fall, in addition to the Spring annual road network update. This will provide the Board with two meetings to give policy guidance to staff on how projects are prioritized in Yolo County.

Collaborations (including Board advisory groups and external partner agencies)
Committee on Capital Investments

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure	
General Fund	$0
Road Fund	$0

Attachments

Att. A. Presentation

Form Review

Inbox	Reviewed By	Date
Mark Bryan (Originator)	Mark Bryan	04/04/2023 12:59 PM
Mark Bryan (Originator)	Mark Bryan	04/04/2023 12:59 PM
Todd Riddiough	Todd Riddiough	05/30/2023 12:02 PM
Vin Cay	Vin Cay	05/30/2023 12:03 PM
Leslie Lindbo	Leslie Lindbo	05/30/2023 12:45 PM
John Rowe	John Rowe	05/30/2023 03:47 PM
Form Started By: Mark Bryan		Started On: 04/04/2023 12:43 PM
Final Approval Date: 05/30/2023		

How County Develops Road Projects

Board of Supervisors
June 6, 2023

- Collect Data
- Consider Equity
- Analyze for Established Priorities
  - Pavement Management Program
  - Top Priority Corridors
  - Excessive Complaints/Safety First
  - Preventative Treatments
  - Sustainable Methods
  - Leverage Grant Funding





COLLECT DATA

County contracts with vendor to collect pavement condition data on all county roads every 3 years.

Data collected includes:

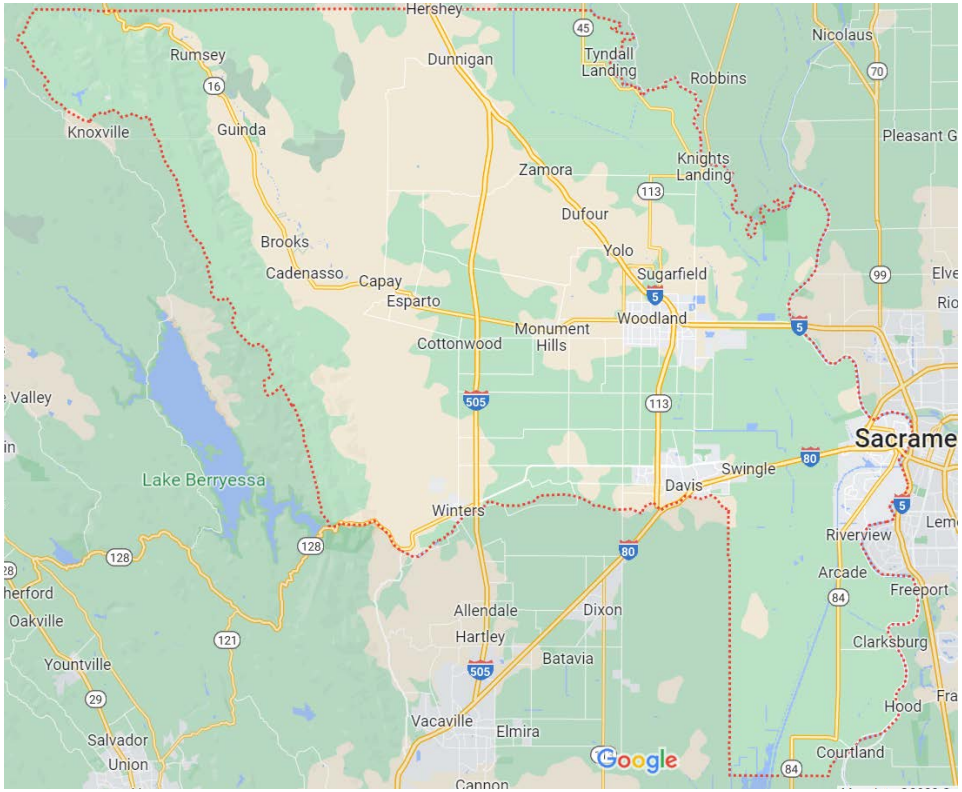
- Type of road
- Classification
- GPS location
- Cracking
- Rutting
- IRI



- Provide Quality Control
- Load data into Pavement Management System
- Last assessment done winter 2020/21
- Next assessment planned for winter 2023/24

CONSIDER EQUITY ALWAYS

- Identify and prioritize roads located in and that serve historically disadvantage communities
- Consider equity each step of the process



Analysis: Use Pavement Management Program

What is a Pavement Management System?

A pavement management system uses a variety of criteria to prioritize road projects. Some common criteria include:

- Pavement condition
- Traffic volume
- Functional classification
- Safety
- Cost-effectiveness
- Strategic importance

Analysis: Use Pavement Management Program

Yolo County uses MTC's cloud-based StreetSaver Online

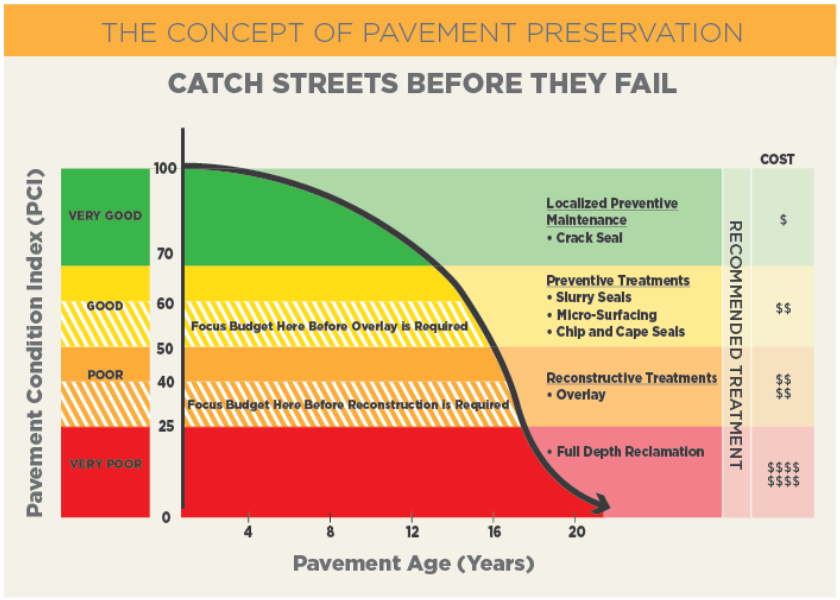
- Inventory Management
- Analysis Engine
  - Budget Needs
  - Project Selection
  - Budget Scenarios
  - Target Driven Scenarios
- Future GIS Integration
- Track Maintenance & Rehab Treatment History
- More staff training to realize potential of technological tool

METROPOLITAN TRANSPORTATION COMMISSION



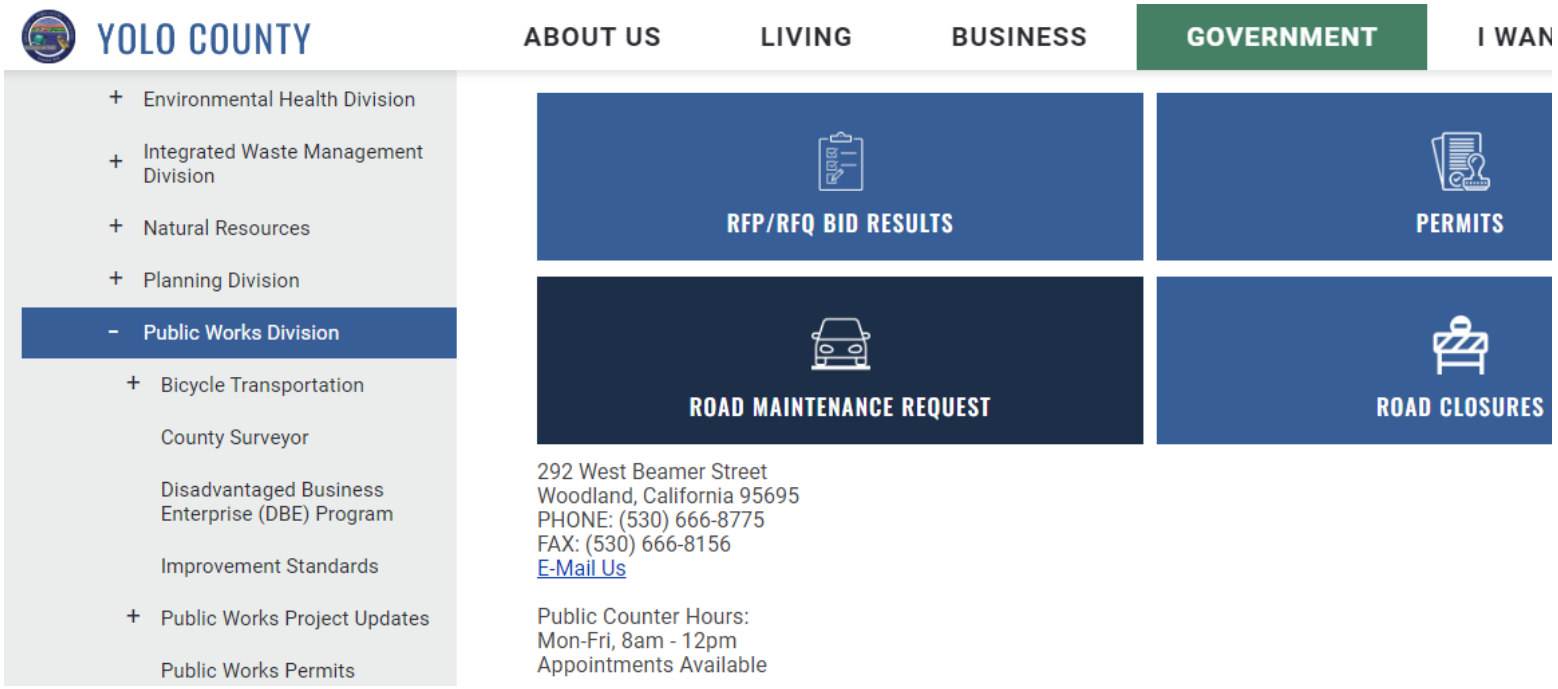
ANALYSIS: TOP PRIORITY CORRIDORS

- Safety First: Needed Primary/Emergency Access Routes
- Most traffic volume as measured by Average Daily Traffic (ADT)
- Higher speeds
- Mainly Arterials and Collectors



Analysis: Excessive Complaints

- Safety Paramount
- High Speeds
- High Traffic Volume
- Road Maintenance Requests



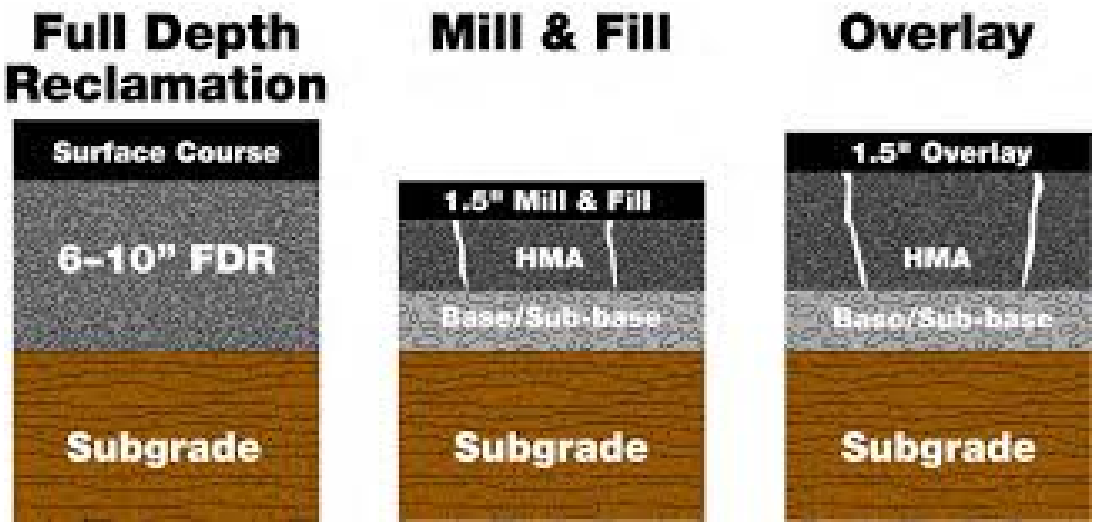
Analysis: Preventative Treatments

- Use Pavement Preservation Treatments
  - Slurry Seal Residential Local/Residential Roads
  - Microsurfacing Seal Higher Traffic Roads
  - Chip seal roads that have a competent structural section
  - Cape Seals = Chip + Slurry/Micro
  - Apply enzyme treatments to gravel roads with base failure



ANALYSIS: SUSTAINABLE METHODS

- Use sustainable methods where possible:
- Examples:
  - Full Depth Reclamation (FDR)
  - Cold-in-place Recycling(CIR)
  - Rubberized Chip Seals (using recycled rubber including used tires)



Analysis: Leverage Grant Funding

- Funding Sources
- Total $14.1M
  - Highway User Tax Account (HUTA) / Gas Tax $6.4M
  - Senate Bill 1 (SB1) $5.9M
  - Transportation Development Act (TDA) $1.8M
    - Local Transportation Fund (LTF)
    - State Transit Assistance (STA)
- Reserve as local match to leverage grants
  - Federal grants require 11.47%
  - Apply for all appropriate grants incl. those for underserved communities
  - Focus Safety and Bike/Ped Improvements
  - Project designs that minimize environmental impacts and shovel-ready

SUMMARY

PROJECTS ARE CREATED BASED ON:

- Collected Data
- Equity Considerations
- Established Priorities:
  - Pavement Management Program
  - Top Priority Corridors
  - Excessive Complaints/Safety First
  - Preventative Treatments
  - Sustainable Methods
  - Leverage Grants

PROJECTS APPROVAL PROCESS:

- Informational Update to
  - Committee on Capital Improvements (CCI)
  - Yolo County Transportation Advisory Committee (TAC)
- Board of Supervisors

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-Information Items (General Government) 58.

Board of Supervisors **Board of Supervisors**
Meeting Date: 06/06/2023
Brief Title: Board Reports
From: Board of Supervisors
Staff Contact: Board of Supervisors

Subject
Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies. (Board of Supervisors)

A. Budget Ad Hoc Subcommittee update. (Supervisors Villegas and Frerichs)

B. Committee on Capital Investments Subcommittee update. (Supervisors Frerichs and Barajas)

Recommended Action
Action items and reports from members of the Board of Supervisors, including announcements, questions to be referred to staff and reports on various 2x2s and meetings with other agencies.

Attachments
No file(s) attached.

Form Review
Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-Information Items (General Government) 59.

Board of Supervisors Board of Supervisors
Meeting Date: 06/06/2023
Brief Title: Long-Range Planning Calendar
From: Gerardo Pinedo, County Administrator
Staff Contact: Clerk of the Board of Supervisors, x8195

Subject
Long Range Planning Calendar - recurring opportunity for Board members to discuss and as needed, direct staff regarding future Board agenda items. (Board of Supervisors)

Recommended Action
This is an opportunity for Board members to discuss and as needed, direct staff regarding future Board agenda items.

Attachments
Att. A. LRPC

Form Review
Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

Long Range Planning Calendar

Revised 06/01/23

Meeting Date	Title	Department
6/13/2023	2023-24 Recommended Budget	Financial Services
6/27/2023	Receive Drought and Groundwater Conditions Update	Community Services
6/27/2023	Yolo County Agricultural Conservation Priority Plan	Community Services
6/27/2023	Yolo County Historical Collection and YoloArts Annual Update	County Administrator
6/27/2023	Yolo County Agricultural Conservation Priority Plan	County Administrator
6/27/2023	ARP Update: Community Parks & Facilities and Economic Development	County Administrator
6/27/2023	ARP Update: Water/Wastewater Infrastructure	County Administrator
6/27/2023	Yolo County Historic Courthouse, Update on Renovation and Use	County Administrator
6/27/2023	Yolo County Youth Commission Request For Proposal Board Update	County Administrator
6/27/2023	2022-23 Master Fee Update - 9AM	Financial Services
6/27/2023	Adopt Plans & Specifications for Agriculture Department Corp Yard	General Services
6/27/2023	Approve West Plainfield Fire Protection District Proposition 218 Ballot	General Services
6/27/2023	PH for Engineer's Report and Annual Assessment at Tuli Mem Park - 9AM	General Services
7/11/2023	Cannabis Enforcement Activities Update	Community Services
7/11/2023	Clark Pacific General Plan Amendment Authorization Request - 9AM	Community Services
7/11/2023	Crisis Nursery Update - 9AM	County Administrator
7/11/2023	K-12 School Partnership	Health & Human Services
7/25/2023	ARP Update: Broadband and Quarterly Report	County Administrator
7/25/2023	Report on Advisory Body Onboarding	County Administrator
7/25/2023	C-CFSR System Improvement Plan Annual Update	Health & Human Services
8/1/2023	Board Governance Session	County Administrator
8/29/2023	Board of Supervisors Meeting	County Administrator
9/12/2023	2022 Crop Report & Ag Update	Agriculture
9/12/2023	ARP Update - Mental Health	County Administrator
9/26/2023	Board of Supervisors Meeting	County Administrator
10/10/2023	Board of Supervisors Meeting	County Administrator
10/24/2023	Board of Supervisors Meeting	County Administrator
11/7/2023	CEMEX Mining and Reclamation Plan Permit Amendment - 9AM	Community Services
11/21/2023	Board of Supervisors Meeting	County Administrator
12/5/2023	Board of Supervisors Meeting	County Administrator
12/12/2023	Board Governance Session	County Administrator

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-Information Items (General Government) 60.

Board of Supervisors **County Administrator**

Meeting Date: 06/06/2023
Brief Title: CAO Report
From: Gerardo Pinedo, County Administrator
Staff Contact: Gerardo Pinedo, County Administrator, x8150

Subject

Action items and reports from the County Administrator. (Pinedo)

Recommended Action

Action items and reports from the County Administrator.

Attachments

No file(s) attached.

Form Review

Form Started By: Julie Dachtler Started On: 11/16/2022 10:54 AM
Final Approval Date: 12/05/2022

County of Yolo
www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-Information Items (General Government) 61.

Board of Supervisors **County Administrator**

Meeting Date:	06/06/2023
Brief Title:	ARP Update: Child, Youth & Families
From:	Gerardo Pinedo, County Administrator, County Administrator's Office
Staff Contact:	Mark Bryan, Deputy Chief Administrative Officer, County Administrator's Office, x4590
Supervisorial District Impact:	Countywide

Subject
Receive update on American Rescue Plan Child, Youth & Families priority category and provide Board direction. (No general fund impact) (Jakowski/Lewis/Bryan) (Est. Time: 15 min)

Recommended Action
Receive update on American Rescue Plan Child, Youth & Families priority category and provide Board direction.

Strategic Plan Goal(s)
Thriving Residents

Reason for Recommended Action/Background
American Rescue Plan Background - Child, Youth, and Families
On November 23, 2021, staff updated the Board regarding the five American Rescue Plan (ARP) priority category workgroups, including the Child, Youth, and Families (CYF) workgroup. Since that meeting, Staff has met with the workgroup and the Board liaisons to discuss several items under the subcategories approved by the Board in November 2021. The Child, Youth, and Family workgroup was allotted $5.5 million dollars of ARP funding and further allocated those funds as follows:

Childcare - $2.2 million (40% of CYF ARP Funds),
YCOE Roadmap - $200,000 (3.6% of CYF ARP funds),
Implementation of priority needs identified in Roadmap - $2.2 million (40% of CYF ARP funds),
Equity - $600,000 (10.9% of CYF ARP funds), and
Child Welfare - $300,000 (5.5% of CYF ARP funds).

On November 8, 2022, the Board received an update on the Child, Youth, and Family priority category, approved $550,000 for the Yolo Basic Income Program through the equity subcategory, approved $50,000 for the RaiseAChild project through the Child Welfare subcategory and received an update on the YCOE Roadmap to the Future.

The chart below presents the organizations that have already been funded through the CYF priority category, leaving $50,000 to be committed to projects in the subcategory of Equity, $250,000 to be committed to projects in the Child Welfare subcategory and $2,200,000 to be committed to projects based on the YCOE Roadmap Implementation.

Project Title	Lead Entity	Funded Amount
YCOE Roadmap	YCOE	$200,000
Child Match for Esparto Unified School District	Esparto Unified School District	$200,000
Childcare Connection	YCOE	$115,000
Sustaining Childcare and Early Learning in Yolo County @ Greengate	YCOE	$400,000
Childcare Recovery Package	First 5 Yolo	$1,300,000
Boys and Girls Club	City of Woodland	$700,000
Yolo Crisis Nursery	Crisis Nursery	$1,100,000
Yolo Basic Income Program	HHSA	$550,000
RaiseAChild	RaiseAChild	$50,000

Roadmap to the Future for Yolo County Children and Youth
In February 2022, Yolo County executed a $200,000 contract with the Yolo County Office of Education (YCOE) for the Roadmap to the Future project, a long-term plan to effectively coordinate the services, supports, and opportunities children, youth, and families need in Yolo County to thrive, as well as establish a shared framework to ensure their healthy development. Yolo County's contract with YCOE includes collecting data on community assets and services for children, youth, and families, mapping community assets and services, completing a needs assessment (including a youth development framework), facilitating community engagement sessions, and publishing a final report.

As YCOE worked with partners to implement the project, YCOE has learned the difficulties of creating the first-ever database of community assets and services. YCOE has successfully created a list of services and community assets by Supervisorial District, as well as held a community engagement session in each District to validate and expand the initial dataset, but believes more time is necessary to collect and validate the data with critical organizations and service providers. This information is also essential to the needs assessment, which requires a rigorous analysis of existing service data, the development of findings regarding strengths and gaps in the support network based on this analysis, and recommendations to expand or support strong elements of the system and fill gaps. As a result of the importance of this work to improve outcomes for children and youth, YCOE has dedicated additional internal funding to this project to accommodate the expanded work and will seek funding from other sources to match YCOE's commitment.

In addition to the database and needs assessment, YCOE will make recommendations to the Yolo County Board of Supervisors regarding allocation of the $2.2 million available in American Rescue Plan funds to assist children, youth, and families affected by the COVID-19 pandemic. To develop these actions, YCOE will develop prioritization criteria, project descriptions, rankings, and recommendations for early, "no regrets," actions, informed by shared priorities and the collective body of work established by three convenings of Yolo County leaders in 2021 and 2022, initial information on community needs collected by YCOE through community engagement meetings in 2023, and American Rescue Plan and other Yolo County criteria. YCOE will work closely with the ARP Workgroup to review and refine the prioritization criteria, as well as candidate projects. This work will result in recommendations to the Board of Supervisors in October 2023.

To ensure a high-quality database of community assets and services, as well as a comprehensive needs assessment to identify strengths and gaps in the support system for children, youth, and families, YCOE has determined it is critical to 1) provide sufficient time for data collection, validation, and analysis; and 2) complete the work products sequentially so that deadlines do not overlap. The additional time proposed for this project will strengthen the final product and help ensure robust recommendations to improve the support system which will stand the test of time.

The updated timeline for each component of the project is as follows, which adds a total of nine months to the total project timeline. YCOE originally anticipated completion of the project in September 2023.

- Present - June 30, 2023: Completion of community services and assets data list and maps
- June 30, 2023 to October 30, 2023: Development of prioritization criteria, early action projects descriptions, and recommendations to present to Board of Supervisors
- October 30, 2023 to March 30, 2024: Completion of needs assessment for future investment
- April 1, 2024 to June 30, 2024: Completion of Roadmap to the Future Phase 2 Final Report

Collaborations (including Board advisory groups and external partner agencies)
Child, Youth, and Families Workgroup
Yolo County Health and Humans Services Agency
Yolo County Office of Education

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure

Total cost of recommended action	$0
Amount budgeted for expenditure	$0
Additional expenditure authority needed	$0
On-going commitment (annual cost)	

Source of Funds for this Expenditure

General Fund	$0

Further explanation as needed

No general fund impact. This item is funded by American REsscue Plan Funds.

Attachments

Att. A CYF Reports
Att. B. Roadmap to the Future Overview of Outcomes
Att. C. Roadmap to the Future: Round 1 Community Engagement Meeting Summary
Att. D. Overview of Community Assets
Att. E. YCOE Roadmap to the Future Presentation

Form Review

Inbox	Reviewed By	Date
John Rowe	John Rowe	05/31/2023 09:17 AM
Chad Rinde	Chad Rinde	06/01/2023 01:00 PM
Mark Bryan	Mark Bryan	06/01/2023 02:12 PM
Gerardo Pinedo	Gerardo Pinedo	06/01/2023 03:33 PM
John Rowe	John Rowe	06/01/2023 03:50 PM
Form Started By: myork		Started On: 01/10/2023 10:16 AM
Final Approval Date: 06/01/2023		

YOBI Card Data since 1/13/2023 – ARPA Funding

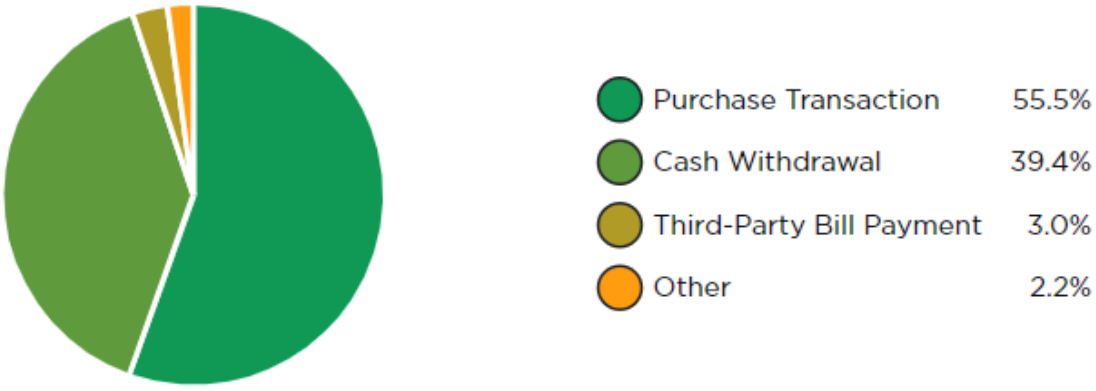
$191.7K Total Amount **2,890** Total Count

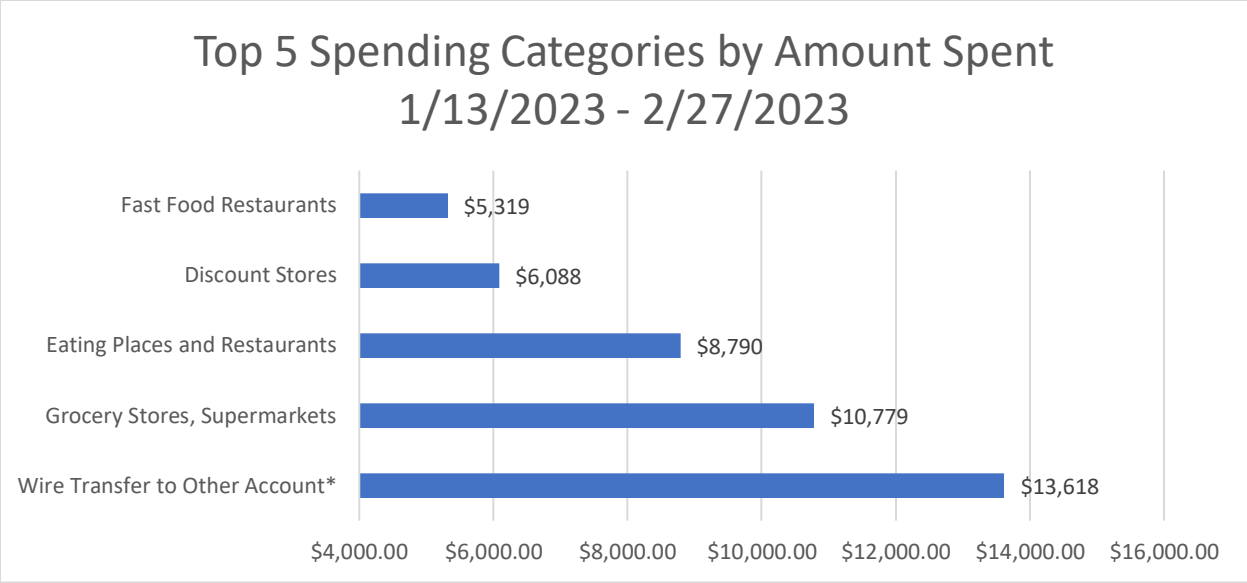
Transaction Type	Total Amount	Count
Purchase Transaction	$105,297.33	2,435
Cash Withdrawal	$74,752.19	298
Third-Party Bill Payment	$5,662.43	38
Purchase with Cash Back	$4,144.40	66
Returns	$1,882.84	53

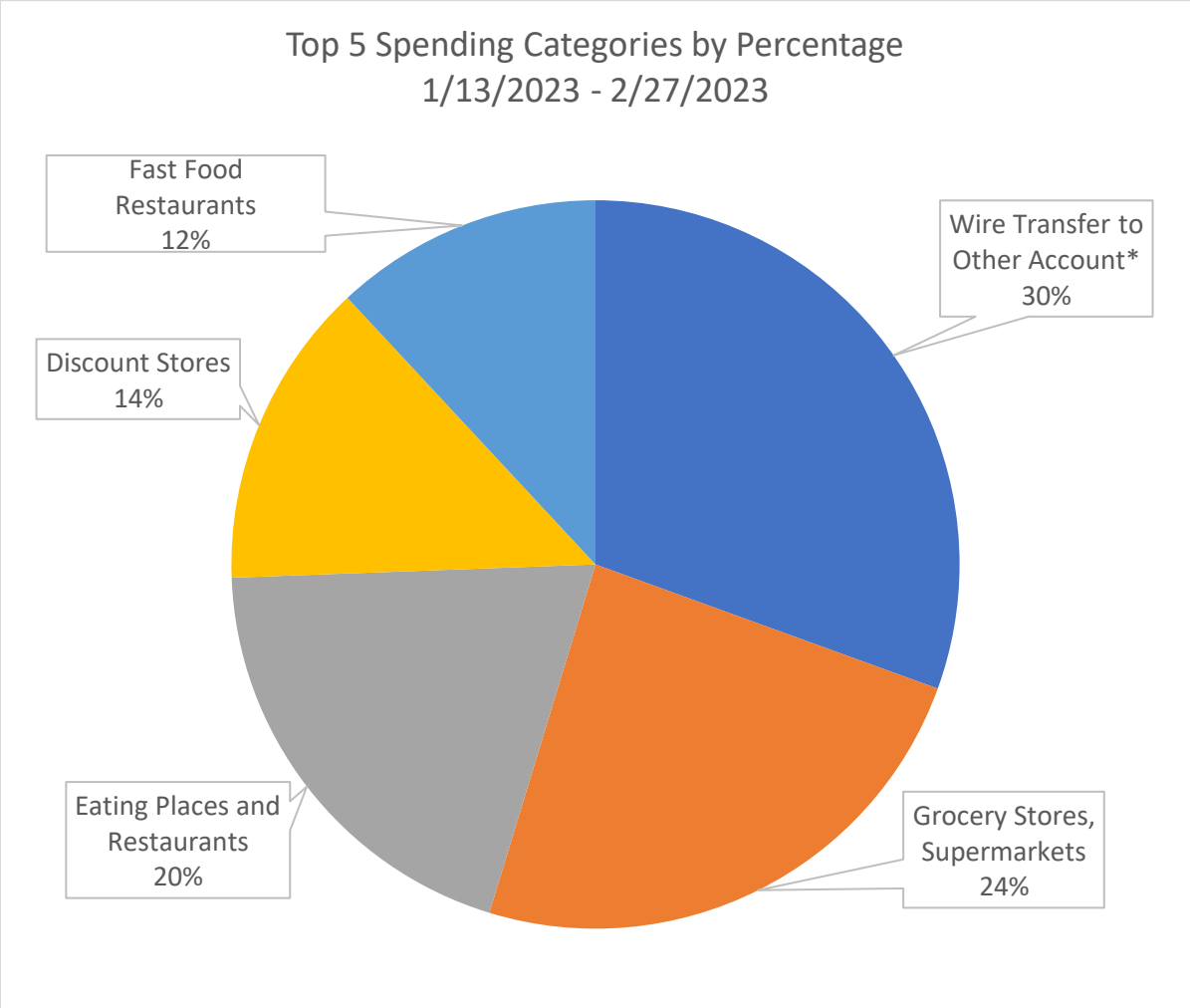
Debit Transactions by Type

● Date

189.9K Total Debit Amount **2,837** Total Debit Count







*These categories are Master Card Category codes and any withdrawn money at the ATM will be reported on the peer interviews. 114 different category codes have been used in the whole. To place

the funds in bank accounts for paying rent, they would have to transfer via wire. Initial anecdotes indicated that is why many were transferring funds.

Yolo County OFFICE OF EDUCATION

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Garth Lewis
Yolo County Superintendent of Schools

TEL: (530) 668-6700
FAX: (530) 668-3848

January 20, 2023

To: Madison York

American Rescue Plan Project Manager, County of Yolo

From: Gail Nadal

Program Lead, Build a Yolo Child Care Connections Network

Director, Special Projects, Yolo County Office of Education

RE: Yolo County Child Care Connections Network ARP (American Rescue Plan) Quarterly Report

January 20, 2023, Covers the period of October 1– December 31, 2022

The following is presented as an update on second quarter reporting of the Yolo Child Care Connections Network. We are grateful for the match of funds from the City of Woodland of $115,000 and are waiting to initiate this project when all the agreements are signed.

Project Background

The Child Care Connections Network will be developed to 1) support existing licensed childcare centers, licensed Family Child Care (FCC) providers and family, friend, and neighbor (FNN) providers in Woodland and rural Yolo County; and 2) grow and expand the network of childcare providers to increase available childcare slots for infants and toddlers and school-age childcare.

There is a growing need to serve an increasingly diverse child and youth population. The race and ethnicity demographics for children in Yolo County are as follows: Hispanic or Latino (46%), White Not Hispanic (36%), Multiracial/Ethnic (10%), Asian (6%), African American 91%), Other (1%), Pacific Islander (<1%) and American Indian or Alaskan Native (<1%)

At this time no funds have been expended. We are completing the City of Woodland's match for this Child Care Connections Network before we start with this initiative. A Yolo Child Care Contractor will be hired to build the necessary infrastructure to build and support the Yolo Child Care Connections Network in Woodland and rural Yolo County, where there is currently limited engagement and support. Woodland has the highest degree of unmet need related to childcare, followed by rural Yolo County with the second-highest need. As Program Lead, I will take charge of initiating this project. We plan for coaching/ mentoring assistance as well as Administrative support supporting community engagement to organize and plan for this project. The projection to start this project is February 1, 2023.

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Specifically, the childcare team would primarily focus on providing support for:

A. Expanding the number of infant and toddler childcare slots in the county.

B. Improve facility needs for current childcare providers.

C. Provide on-going training and professional development, and

D. Provide supportive technical assistance for current childcare providers.

A Welcome and Orientation event will be planned in February to outreach to the childcare providers in Woodland and Rural Yolo.

Supporting Child Care in Woodland: In Woodland, approximately 73% of subsidized childcare needs are unmet. With this funding, the goal would be to ensure a self-sustaining childcare network operation in Woodland after the ARP funds expire.

Supporting Child Care in Yolo County: In rural Yolo, the Child Care team will seek to establish capacity and support to expand services to 3 – 4 additional providers in Knights Landing., Esparto or Winters location. This would increase support to rural families and specifically the two-family friend, and neighbor (FFN) providers currently operating in Knights Landing. The idea is to build and encourage additional FFNs to become licensed Family Care (FCC) providers.

COVID 19 Economic Impacts

Due to the many changes that occurred this past year for providers in Woodland and rural Yolo County, there are critical challenges that licensed Family Child Care (FCC) providers and family, friend, and neighbor (FFN) providers have expressed. Focus for the areas of Woodland and Rural Yolo will be seen within this Network. This information was attained through a childcare provider survey that was voluntarily completed by providers. The survey was taken by 129 providers and the majority were between the ages of 35 -54. Over half were FCC providers and 95% identified as female.

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January 17, 2023

To: Madison York

American Rescue Plan Project Manager, County of Yolo

From: Gail Nadal

Program Lead, Sustaining Childcare and Early Learning in Yolo County at Greengate

Director, Special Projects, Yolo County Office of Education

RE: Sustaining Child Care and Early Learning in Yolo County at Greengate ARP (American Rescue Plan) Quarterly Report

January 20, 2023, Covers the period of October 1– December 31,2022

The following is presented as an update on second quarter reporting of the Sustaining Child Care and Early Learning in Yolo County at Greengate Project. **This project is still in the planning stages. Internal meetings have been held to initiate planning and steps for action. Currently, we are procuring quotes for services that we can have performed pre-construction. We have a few quotes for pre-construction that are ready to go that we will be submitting PO's for this upcoming week.**

Project Background

The 2020 Yolo County Local Child Care Planning Council Needs Assessment stated an immediate need for the following in Yolo County:

- Strengthening the childcare workforce
- Continued training and technical support to childcare providers
- Establishing a unified early learning infrastructure; and
- Increased awareness and increased funding for quality subsidized childcare.

The highest need is for infant and toddler care with a gap of 3,834 licensed childcare slots specifically to care for children 0-2 in Yolo County. This project, sustaining childcare and early learning in Yolo County at Greengate Project is for the installation of a vacant portable classroom donated to YCOE and will be used to provide an infant and toddler center in Woodland, resulting in 16 additional slots.

This site would allow teen parents attending Cesar Chavez Community School to have their infant or toddler receive childcare services at the school site, which will also be available for community participation.

This proposal will allow for growth and expansion of much needed childcare slots for infants and toddlers. Additionally, professional development for providers caring for vulnerable children can improve their quality of life. We will see an expansion of childcare slots and improvement of the quality of care.

Yolo County Childcare Recovery Package

Reporting Period: October 1, 2022 – December 31, 2022

First 5 Yolo is grateful for the partnership with Yolo County, its dedication to serving the County's youngest children by supporting childcare providers who have been significantly impacted by the COVID-19 pandemic, and its recognition of the deleterious effects of the pandemic on the sector as a whole. Through the pandemic, the childcare sector suffered negative impacts which resulted in reduced childcare capacity across the county, increased barriers to entering the sector for those interested in opening new childcare sites, and increased operating costs in the face of high inflation for operating sites. Childcare providers are essential workers who operated throughout the pandemic and have a continuing need for support. Through the implementation of the Childcare Recovery Package, childcare providers are eagerly applying for needed Recovery and Infrastructure grants.

During the reporting period, First 5 Yolo accomplished the following activities:

1. Between October 1 and December 31, 2022, F5Y awarded Recovery or Infrastructure Grants to **120 Childcare Providers (83 Infrastructure and 37 Recovery) with representation from cities throughout Yolo County and with most applicants being licensed Family Childcare Homes**.

2. First 5 Yolo met regularly with its contractor, Children's Home Society of California (CHS), to review received applications prior to their presentation at monthly Early Learning Review Committee (ELRC) meetings. CHS is the County's local Resource and Referral Agency and is contracted to support First 5 Yolo in administering the Childcare Recovery Package through administration of funds, collection and analysis of applications, provision of technical assistance for applicants, and monitoring grantee progress.

3. First 5 Yolo convened and facilitated 3 ELRC meetings. The ELRC is an advisory committee comprised of agencies serving and/or supporting childcare providers across the County. Members of the ELRC include City of West Sacramento's Home Run Initiative, Yolo County Office of Education, Yolo County Children's Alliance, and Children's Home Society of California. During these meetings, the Committee reviewed the number of completed applications received by funding type, provider type, and city, and an overview of proposed projects. The ERLC utilized this information to make recommendations to First 5 Yolo for final award determinations.

4. First 5 Yolo's contractor, Yolo County Children's Alliance, provided ongoing technical assistance and support for non-English speaking applicants and grantees as well as those from underserved populations. Additionally, YCCA engaged in targeted outreach and culturally and linguistically appropriate support to Clarksburg and West Sacramento FFN providers seeking licensure, many of whom had previously or are currently participating in First 5 Yolo's Early Learning Initiative, Quality Counts IMPACT2020. Through these efforts, **YCCA assisted 12 FFN providers in submitting their Infrastructure Grant applications. Out of these 12 providers, 5 were from West Sacramento, 2 from Clarksburg and 5 from Knights Landing.** YCCA also worked with Spanish and Farsi speaking

providers to assist them in completing their applications and upload supporting documents, as needed.

Quarterly Performance Measures

Number of Childcare Providers Awarded, Year to Date						120
By City		By Provider Type		By Grant Type		
West Sacramento	58	Center-based (Center)	14	Infrastructure	83	
Woodland	29	Large Family Childcare Home (LFCC)	51	Recovery	37	
Davis	20	Small Family Childcare Home (SFCC)	40			
Winters	4	Family, Friend, Neighbor (FFN)	14			
Esparto/Capay	3	Not Currently Providing Care	1			
Knights Landing	4					
Others	2					

# and % of Grants Awarded, Year to Date (based on a target of 250 grants)	48%**

(** At the time of project proposal, First 5 Yolo estimated reaching, via grants, ~250 providers, across both grant types. It was anticipated that approximately 2/3^{rds} of applications would be for Recovery and 1/3rd for Infrastructure, as Infrastructure Grants required a defined project to expand license capacity or enhance the setting to more safely maintain or return to full enrollment. Based on actual applications received, as represented in the data above, approximately 2/3^{rds} of applications received are and continue to be for Infrastructure. Issuing a greater number of Infrastructure grants than originally anticipated reduces the overall number of grants that can be awarded, as Infrastructure grant awards include higher funding amounts relative to Recovery Grants. F5Y reviewed the application trends and implications with the ELRC and Yolo County and all were in agreement that while fewer providers would be reached overall, deeper impact would be achieved with more childcare slots and jobs created or maintained, than originally anticipated. Based on current projections, First 5 Yolo now anticipates reaching approximately 175 providers via grants. Taking into consideration the new projected number of providers reached, as of December 31, 2022, First 5 Yolo had awarded 69% (120/175) of anticipated grants. Excitingly, with a higher proportion of Infrastructure Applications than originally anticipated, the number of childcare slots preserved and added are projected to increase resulting in greater availability of childcare throughout the County.)

In the coming quarter, F5Y will continue to receive and review applications on an ongoing basis and anticipates fully expending available funds by June 30, 2023. Additionally, F5Y will begin collecting follow up surveys from awardees to further understand how the funds have been utilized and impacted childcare providers across the County.

For questions regarding this report, please contact Gina Daleiden, Executive Director at gdaleiden@first5yolo.org.

000110 1 096960

ESPARTO UNIFIED SCHOOL DISTRICT

Invoice Date	Invoice No.	Reference No.	Account Classification	Amount
01/06/23	PERIOD ENDING 9/	PO-220361	01-0000-8500-6200	18,759.65
01/06/23	PERIOD ENDING 11	PO-220361	01-0000-8500-6200	9,265.35
01/06/23	APP NO. 13	PO-220361	01-0000-8500-6200	77,155.40

Issue Date:	Vendor No:	Warrant Number:	Net Amount of Warrant:
01/09/23	004332	3335443	$105,180.40

ESPARTO UNIFIED
SCHOOL DISTRICT
"Serving Yolo County since 1868"

YOLO COUNTY OFFICE OF EDUCATION

SCHOOLS COMMERCIAL WARRANTS
WARRANT IS VOID SIX MONTHS AFTER ISSUE DATE

90-2267
1211

Warrant No. **3335443**

PAYABLE THROUGH
US BANK
120 W. COURT ST.
WOODLAND, CA 95695

DATE
01/09/23

AMOUNT
$105,180.40*

THE TREASURER OF YOLO COUNTY

Directs US BANK
To pay the sum of

*****105,180DOLLARS AND 40/100*

To: INC ABIDE BUILDERS
825 RIVERSIDE PARKWAY
SUITE 120
WEST SACRAMENTO, CA 95605

NON-NEGOTIABLE

NON-NEGOTIABLE

YOLO COUNTY SUPT. OF SCHOOLS

**********VOID**********

ESPARTO UNIFIED SCHOOL DISTRICT
26675 PLAINFIELD STREET
ESPARTO, CA 95627
"Serving Yolo County since 1868"

004332
INC ABIDE BUILDERS
825 RIVERSIDE PARKWAY
SUITE 120
WEST SACRAMENTO, CA 95605

APPLICATION AND CERTIFICATION FOR PAYMENT

TO OWNER:
Esparto Unified School District

PROJECT: 427
New Preschool

APPLICATION NO: 11

Distribution to:

x	OWNER
x	ARCHITECT
x	I.O.R.

FROM CONTRACTOR:
Abide Builders, Inc.
825 Riverside Pky, Ste 120
West Sacramento, Ca 95605

Owners Representative:
Jaycen Russell

PERIOD TO: 9/30/2022

CONTRACT DATE: 10/27/2021

APPLICATION AND CERTIFICATION FOR PAYMENT

Application is made for payment, as shown below, in connection with the Contract.
Continuation sheet is attached.

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for the Work for which previous Certificates for Payment were issued and payments received from the Owner for which previous Certificates for Payment were issued and payments from the Owner, and that current payment shown herein is now due.

1. ORIGINAL CONTRACT SUM		$ 1,575,000.00
2. Net change by Change Orders		$ 8,608.00
3. CONTRACT SUM TO DATE (Line1+/-2)		$ 1,583,608.00
4. TOTAL COMPLETED & STORED TO DATE (From page 2)		$ 1,533,355.00
5. RETAINAGE:		
a. 5% of Completed Work (Column D+E from page 2	$ 76,667.75	
b. 10% of Stored Material (Column F on page 2)	$ -	
Total Retainage (Column I of Page 2)		$ 76,667.75
6. TOTAL EARNED LESS RETAINAGE (Line 4 Less Line 5 Total)		$ 1,456,687.25
7. LESS PREVIOUS CERTIFICATES FOR Payment (Line 6 from prior Certificate)		$ 1,437,927.60
8. CURRENT PAYMENT DUE		$ 18,759.65
9. BALANCE TO FINISH, INCLUDING RETAINAGE (Line 3 Less Line 6)		$ 126,920.75

CONTRACTOR: **Abide Builders, Inc.**

By: Philip Pizzo Date: 9/30/2022

ARCHITECT'S CERTIFICATION FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising the application, the Architect certifies to the Owner that to the best of the Architect's knowledge, information and belief the Work has progressed as indicated, the quality of the Work is in accordance with the Contract Documents, and the Contractor is entitled to payment of the AMOUNT CERTIFIED.

AMOUNT CERTIFIED..... $ 18,759.65

(Attached explanation if the amount certified differs from the amount applied. Initial all figures on this Application and on the Continuation Sheet that are changed to conform with the amount certified)

PAID
JAN - 6 2023
BY: RP

PO #220361

IOR:
By: BBoyer Date: 12/17/22

Architect:
By: for Gary M. Underhill Digitally signed by Jaycen Russell Date: 2022.12.22 12:05:44 -08'00' Date: 12/22/22

OWNER:
By: Date:

This Certification is not negotiable. The AMOUNT CERTIFIED is payable only to the Contractor named herein. Issuance, payment and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this Contract.

CHANGE ORDER SUMMARY	ADDITIONS	DEDUCTIONS
Total changes approved in previous months by Owner		
Total approved this month		
TOTALS		$ -
NET CHANGES by Change Orders		

Schedule of Values

Project: New Preschool — Job # 427
Owner: Esparto Unified School District
Owner's Rep.: Jaycen Russell
Application No.: 11
Submitted: 9/30/2022
Period Ending: 9/30/2022

A	B	C	D	E	F	G	H	I	J
Item No.	Item Description	Value	Previously Completed	Completed This Period	Presently Stored	Total Completed & Stored to Date	% Complete	Balance to Finish	Total Retainage
28	Metal Roof	$ 36,000.00	$ 36,000.00			$ 36,000.00	100.00%	$ -	$ 1,800.00
29	Building Electrical	$ 78,000.00	$ 78,000.00			$ 78,000.00	100.00%	$ -	$ 3,900.00
30	Low Voltage	$ 12,000.00	$ 12,000.00			$ 12,000.00	100.00%	$ -	$ 600.00
31	Fire Alarm	$ 36,000.00	$ 36,000.00			$ 36,000.00	100.00%	$ -	$ 1,800.00
32	Topout Plumbing/Trim	$ 20,000.00	$ 20,000.00			$ 20,000.00	100.00%	$ -	$ 1,000.00
33	Insulation	$ 15,000.00	$ 15,000.00			$ 15,000.00	100.00%	$ -	$ 750.00
34	Gyp	$ 50,000.00	$ 50,000.00			$ 50,000.00	100.00%	$ -	$ 2,500.00
35	Rough HVAC	$ 25,000.00	$ 25,000.00			$ 25,000.00	100.00%	$ -	$ 1,250.00
36	HVAC Units	$ 25,000.00	$ 25,000.00			$ 25,000.00	100.00%	$ -	$ 1,250.00
37	HVAC Trim	$ 25,000.00	$ 25,000.00			$ 25,000.00	100.00%	$ -	$ 1,250.00
38	HVAC Startup and Airbalance	$ 25,000.00	$ 15,000.00	$ 10,000.00		$ 25,000.00	100.00%	$ -	$ 1,250.00
39	Paint	$ 30,000.00	$ 30,000.00			$ 30,000.00	100.00%	$ -	$ 1,500.00
40	Casework	$ 28,000.00	$ 28,000.00			$ 28,000.00	100.00%	$ -	$ 1,400.00
41	Partitions/Accessories	$ 8,000.00	$ 8,000.00			$ 8,000.00	100.00%	$ -	$ 400.00
42	Flooring	$ 23,000.00	$ 23,000.00			$ 23,000.00	100.00%	$ -	$ 1,150.00
43	FRP	$ 5,000.00	$ 5,000.00			$ 5,000.00	100.00%	$ -	$ 250.00
44	Accoustic Ceiling	$ 18,000.00	$ 18,000.00			$ 18,000.00	100.00%	$ -	$ 900.00
45	Signs	$ 2,000.00	$ 2,000.00			$ 2,000.00	100.00%	$ -	$ 100.00
46	Hardware	$ 10,000.00	$ 10,000.00			$ 10,000.00	100.00%	$ -	$ 500.00
47	Marker Boards	$ 2,000.00	$ 2,000.00			$ 2,000.00	100.00%	$ -	$ 100.00
48	Fire Extinguisher	$ 800.00	$ 800.00			$ 800.00	100.00%	$ -	$ 40.00
49	Blinds	$ 10,000.00	$ 10,000.00			$ 10,000.00	100.00%	$ -	$ 500.00
50	Punchlist	$ 10,000.00	$ -	$ 5,000.00		$ 5,000.00	50.00%	$ 5,000.00	$ 250.00
		$ 1,525,000.00							
	Project Allowance	**$ 50,000.00**							
1	Play Area Changes	$ (22,450.00)	$ (22,450.00)			$ (22,450.00)	100.00%	$ -	$ (1,122.50)
2	Delete CMU	$ (25,983.00)	$ (25,983.00)			$ (25,983.00)	100.00%	$ -	$ (1,299.15)
3	Electrical Changes	$ 14,169.00	$ 14,169.00			$ 14,169.00	100.00%	$ -	$ 708.45
4	Hardware Changes	$ 4,255.00	$ 4,255.00			$ 4,255.00	100.00%	$ -	$ 212.75

Schedule of Values

Project: New Preschool Job # 427
Owner: Esparto Unified School District
Owner's Rep.: Jaycen Russell
Application No.: 11
Submitted: 9/30/2022
Period Ending: 9/30/2022

A	B	C	D	E	F	G	H	I	J
Item No.	Item Description	Value	Previously Completed	Completed This Period	Presently Stored	Total Completed & Stored to Date	% Complete	Balance to Finish	Total Retainage
5	Cabinet Changes	$ 3,299.00	$ 3,299.00			$ 3,299.00	100.00%	$ -	$ 164.95
6	Fence Changes	$ (12,305.00)	$ (12,305.00)			$ (12,305.00)	100.00%	$ -	$ (615.25)
7	Low Voltage Changes	$ 31,166.00	$ 31,166.00			$ 31,166.00	100.00%	$ -	$ 1,558.30
8	Remove and Reapply Single	$ 4,638.00	$ 4,638.00			$ 4,638.00	100.00%	$ -	$ 231.90
9	Single Ply Adder	$ 1,054.00	$ 1,054.00			$ 1,054.00	100.00%	$ -	$ 52.70
10	Rework Framing (partial)	$ 2,157.00	$ 2,157.00			$ 2,157.00	100.00%	$ -	$ 107.85
11	Septic Tank Removal	$ 1,534.00		$ 1,534.00		$ 1,534.00	100.00%	$ -	$ 76.70
12	Change in Window Covers	$ 3,213.00		$ 3,213.00		$ 3,213.00	100.00%	$ -	$ 160.65
13	Extended Chains	$ 803.00				$ -	0.00%	$ 803.00	$ -
14						$ -		$ -	$ -
15						$ -		$ -	$ -
		$ 5,550.00							
Balance		$ 55,550.00							
CO	**Change Orders**								
#1	Rework Framing	$ 3,861.00	$ 3,861.00			$ 3,861.00	100.00%	$ -	$ 193.05
#2	Septic Tank Removal	$ 1,534.00	$ 1,534.00			$ 1,534.00	100.00%	$ -	$ 76.70
#3	Change Window Coverings	$ 3,213.00	$ 3,213.00			$ 3,213.00	100.00%	$ -	$ 160.65
#4			$ -			$ -		$ -	$ -
Sub Total		**$ 8,608.00**							
Totals		**$ 1,583,608.00**	$ 1,513,608.00	$ 19,747.00		$ 1,533,355.00	96.83%	$ 5,803.00	$ 76,667.75

Schedule of Values

Project: New Preschool Job # 427
Owner: Esparto Unified School District
Owner's Rep.: Jaycen Russell
Application No.: 11
Submitted: 9/30/2022
Period Ending: 9/30/2022

A	B	C	D	E	F	G	H	I	J
Item No.	Item Description	Value	Previously Completed	Completed This Period	Presently Stored	Total Completed & Stored to Date	% Complete	Balance to Finish	Total Retainage
	Site Work								
1	Mobilization/Bonds	$ 25,000.00	$ 25,000.00			$ 25,000.00	100.00%	$ -	$ 1,250.00
2	Demolition	$ 20,000.00	$ 20,000.00			$ 20,000.00	100.00%	$ -	$ 1,000.00
3	Rough Grade	$ 30,000.00	$ 30,000.00			$ 30,000.00	100.00%	$ -	$ 1,500.00
4	Storm	$ 30,000.00	$ 30,000.00			$ 30,000.00	100.00%	$ -	$ 1,500.00
5	Sewer	$ 20,000.00	$ 20,000.00			$ 20,000.00	100.00%	$ -	$ 1,000.00
6	Water	$ 16,000.00	$ 16,000.00			$ 16,000.00	100.00%	$ -	$ 800.00
7	PG&E Service Connection	$ 9,000.00	$ 9,000.00			$ 9,000.00	100.00%	$ -	$ 450.00
8	Site Lighting	$ 18,000.00	$ 18,000.00			$ 18,000.00	100.00%	$ -	$ 900.00
9	Underground Electrical	$ 102,000.00	$ 102,000.00			$ 102,000.00	100.00%	$ -	$ 5,100.00
10	Electrical Gear	$ 16,200.00	$ 16,200.00			$ 16,200.00	100.00%	$ -	$ 810.00
11	Building Pad/AB	$ 30,000.00	$ 30,000.00			$ 30,000.00	100.00%	$ -	$ 1,500.00
12	Aggregate Base	$ 30,000.00	$ 30,000.00			$ 30,000.00	100.00%	$ -	$ 1,500.00
13	Play Curbs	$ 10,000.00	$ 10,000.00			$ 10,000.00	100.00%	$ -	$ 500.00
14	Rubber	$ 24,000.00	$ 24,000.00			$ 24,000.00	100.00%	$ -	$ 1,200.00
15	CMU	$ 20,000.00	$ 20,000.00			$ 20,000.00	100.00%	$ -	$ 1,000.00
16	Fence	$ 110,000.00	$ 110,000.00			$ 110,000.00	100.00%	$ -	$ 5,500.00
17	Site Concrete	$ 20,000.00	$ 20,000.00			$ 20,000.00	100.00%	$ -	$ 1,000.00
18	Paving	$ 30,000.00	$ 30,000.00			$ 30,000.00	100.00%	$ -	$ 1,500.00
	Building Work								
19	Footing	$ 25,000.00	$ 25,000.00			$ 25,000.00	100.00%	$ -	$ 1,250.00
20	UG Plumbing	$ 30,000.00	$ 30,000.00			$ 30,000.00	100.00%	$ -	$ 1,500.00
21	Slab	$ 36,000.00	$ 36,000.00			$ 36,000.00	100.00%	$ -	$ 1,800.00
22	Framing	$ 150,000.00	$ 150,000.00			$ 150,000.00	100.00%	$ -	$ 7,500.00
23	Steel Frame	$ 50,000.00	$ 50,000.00			$ 50,000.00	100.00%	$ -	$ 2,500.00
24	Windows	$ 80,000.00	$ 80,000.00			$ 80,000.00	100.00%	$ -	$ 4,000.00
25	Door Frames	$ 15,000.00	$ 15,000.00			$ 15,000.00	100.00%	$ -	$ 750.00
26	Stucco	$ 50,000.00	$ 50,000.00			$ 50,000.00	100.00%	$ -	$ 2,500.00
27	Singleply Roof	$ 35,000.00	$ 35,000.00			$ 35,000.00	100.00%	$ -	$ 1,750.00

Yolo County OFFICE OF EDUCATION

Garth Lewis
Yolo County Superintendent of Schools

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Roadmap to the Future: Overview of Outcomes

Vision: Being born, cared for, and educated in Yolo County is an advantage for each child and youth.

Mission: To develop, implement and consistently evaluate a long-term plan to help effectively coordinate the services, supports, and opportunities children, youth, and families in Yolo County need to thrive, as well as establish a shared framework to ensure their healthy development.

Background: On June 27, 2021, 21 local Yolo County elected leaders co-authored an opinion editorial in local newspapers (*The Davis Enterprise, Winters Express)* entitled "Mapping the Future for Yolo County Youths." The op-ed called for development of a long-term plan to confront the issues of poverty and physical and mental health facing Yolo County children and youth, which are exacerbated because of the COVID-19 pandemic. Following the op-ed, Yolo County Supervisor Jim Provenza, Yolo County Assessor, Clerk-Recorder and Chief Election Official Jesse Salinas, Yolo County Superintendent of Schools Garth Lewis, and Yolo County Supervisor Lucas Frerichs (then City of Davis Vice-Mayor), convened Yolo County leaders to determine next steps, which resulted in a request for $450,000 from Yolo County, the Yolo County Office of Education ("YCOE"), all four cities in Yolo County, and the five school districts to develop a "Roadmap to the Future" for Yolo County children, youth, and families. The Roadmap to the Future consists of four phases led by YCOE with support from community partners and consultants. The deliverables for each phase form the foundation for development of a long-term plan with measurable objectives and actions.

Identified Need: The Roadmap to the Future will inform the long-term, collaborative efforts of organizations and agencies across Yolo County to invest in efforts to ensure the healthy development of Yolo County children, youth, and families. A countywide plan with measurable objectives and actions to guide this collaboration does not currently exist. YCOE will collect data and existing services and community assets, as well as conduct a needs assessment, to provide decisionmakers with the information necessary to develop a comprehensive source of online information about community assets and services for the first time in Yolo County, as well as a long-term plan to guide improvements to the support system. The Roadmap to the Future aligns with Yolo County's 2020-2025 Strategic Plan goal of "Thriving Residents", specifically the outcome to reduce economic and educational disparities while building resiliency for vulnerable children and their families.

Phase 0 [Completed]: YCOE led three virtual Children, Youth and Family Convenings from August 2021-February 2022 in Phase 0 to develop the principles and shared priorities that continue to guide the path of the Roadmap to the Future. Over 50 elected officials and community leaders attended the virtual convenings, which served to develop the principles and shared priorities to guide the project. A grant from the James B. McClatchy Foundation provided funding for the convenings.

Phase 1 and Phase 2 [In Progress]: YCOE is currently implementing Phase 1 and Phase 2 of the Roadmap to the Future, which consists of three components: 1) community asset and service data collection and mapping; 2) needs assessment, including a child and youth development framework; and 3) final report. Phases 1 and 2 also will include a robust community engagement strategy to seek feedback on these components, including community meetings and outreach to people who may not have the resources to attend meetings but may be interested in providing feedback. This outreach will provide an opportunity for YCOE to verify information about community assets and services, seek additional information, and gather feedback from community members on both strengths and gaps in the system of support.

The following provides a brief description of each component in Phase 1 and Phase 2:

1. **Community Assets and Services Data Collection and Mapping:** The community assets and services data will provide information about the existing system of support for children, youth, and families in Yolo County, including county-wide services and services provided within homes. The project team will create a map for each the five Yolo County Supervisorial districts to allow the community to review and validate the type and location of current community assets and services. YCOE will include a summary of the data, divided into categories for ease of use, and all completed maps in a final report.

   How it will be used: *The community assets and services data and maps will help identify existing community assets and services for children, youth, and families in Yolo County, which will serve as the foundation for the needs assessment and an eventual community online tool.*

2. **Needs Assessment:** YCOE will conduct a needs assessment to identify community assets and services in which the community should invest to help support children, youth, and families. The needs assessment will include the collection of demographic data to show areas where children and youth 0-24 may need support in relation to the location of existing community assets and services. The needs assessment will include a child and youth development framework to outline key developmental milestones prenatal through 24 years of age, including milestones related to a child or youth's physical, social, educational, cultural, organizational, and economic development. The needs assessment will help identify strengths, gaps, and overlap in assets within the community, the results of which YCOE will describe in detail in the final report.

   How it will be used: *The needs assessment will help identify strengths, gaps, and overlap in community assets and services within the community. The child and youth development framework will provide the foundation to assess the adequacy of the support system for children and youth in Yolo County. By describing key milestones, the project team can match assets to milestones and evaluate strengths and gaps in the support system. The needs assessment will therefore allow decisionmakers to make data-informed decisions to maximize opportunity, avoid duplication, and prioritize transformational projects when allocating funding or making other relevant decisions to improve outcomes for children and youth.*

3. **Final Phase 1 and Phase 2 Report:** YCOE will produce a final report describing the community asset and service data and the needs assessment. YCOE may also provide recommendations to consider for Phase 3 as part of this report, including development of a long-term plan with measurable objectives and actions.

   How it will be used: *The report will describe the process through which YCOE collected the community assets and services data and the results of the needs assessment, including the results of the community outreach effort.*

Phase 3 [Not Initiated]: Phase 3 will include development of the community online tool and the long-term plan to inform future investment and improvements to the system, but YCOE has not determined which agency or agencies will lead this phase or identified funding. The approach to Phase 3 also may change because of community feedback received during Phase 1 and 2. YCOE will work with Yolo County and the Children, Youth and Families American Rescue Plan (ARP) Workgroup to develop a scope of work for Phase 3 once Phase 1 and Phase 2 are complete.

Yolo County Office of Education Roles and Responsibilities: During Phase 1 and Phase 2 of Roadmap to the Future, YCOE and partners will review existing plans, collect data, coordinate with the Children, Youth, and Families ARP Workgroup, and conduct community engagement meetings to collect data on existing community assets and services, as well as inform the needs assessment. YCOE will strive to ensure the effort

is complementary to other planning efforts in Yolo County. YCOE will also help develop a scope of work outlining funding and tasks for Phase 3, including the community online tool and the needs assessment. The Children, Youth and Families ARP Workgroup, composed of a group of trusted community partners who are serving in an advisory capacity to help advance and develop the Roadmap to the Future project, will advise YCOE throughout this process.

ROADMAP TO THE FUTURE

FOR YOLO COUNTY CHILDREN AND YOUTH







Yolo County Office of Education

Roadmap to the Future: ALL IN! For Children & Youth in Yolo County

Community Engagement Meeting Summary

February 27th - March 3rd, 2023

Davis | Esparto | West Sacramento | Winters | Woodland

Community Engagement Process

Yolo County and the Yolo County Office of Education (YCOE), with support from community partners, are developing the Roadmap to the Future — a long-term plan to effectively coordinate the services, supports, and opportunities children, youth, and families in Yolo County need to thrive, as well as establish a shared framework to ensure their healthy development. This plan aims to empower residents and expand access to community assets and services to help confront the issues of poverty and physical and mental health facing Yolo County children and youth. The Roadmap to the Future is further inspired by four shared priorities developed by community leaders during three convenings to discuss improving outcomes for children and youth during 2021 and 2022: 1) quality childcare, early learning and TK-12 education; 2) mental health and wellness; 3) welcoming beacons of community life; and 4) thriving in young adulthood.

The COVID-19 pandemic elevated the need to provide more equitable supports and services for children and youth in Yolo County by reducing economic and educational disparities and building resiliency for vulnerable children and their families. When the American Rescue Plan Act provided considerable resources to Yolo County, leaders across the County committed to supporting the Roadmap to the Future and encouraged strong, purposeful community involvement in its development. The Roadmap to the Future includes four phases led by YCOE. Phase 0, which includes the convenings, is complete. Phases 1 and 2, which include the collection of data on existing community assets and services, as well as a need assessment, are in progress. Phase 3 consists of development of a community online tool to provide easily accessible information about community assets and services and completion of a long-term plan to improve services and address gaps in community assets.

Community engagement efforts kicked off on January 2023, with a Roadmap Champions Session, which consisted of a collection of community leaders, educators, and ambassadors who support children, youth, and families. During the Champions Session, YCOE provided details about the Roadmap and solicited assistance with recruitment of community members to participate in the upcoming countywide All In! for Children & Youth engagement sessions. Between February 27 and March 3, 2023, YCOE held five All In! sessions in communities across Yolo County, with one in each supervisorial district. To conduct this important work, YCOE contracted with Concordia, a consulting firm, and worked with the Roadmap to the Future team to engage residents, identify community assets and services, and determine additional needs throughout the County. Each session was hosted by the County Supervisor representing the district in which the session took place, as well as County Superintendent Garth Lewis. The first round of All In! Sessions helped build critical support, awareness, and momentum for the Roadmap to the Future project. Attendees showed excitement as active partners in this undertaking and helped both collect and share information across their networks.

The work of collecting and assessing information and feedback from Yolo County residents continues to be a critical part of the Roadmap to the Future. Community input is foundational to the mission of ensuring healthy development for children, youth, and families, and is aligned with Yolo County's vision of being a healthy, safe, and vibrant community where all children and youth thrive. This report provides a summary of the rigorous and important data collection process conducted by YCOE during the first round of the All In! for Children and Youth sessions in Yolo County and paves the way for next steps in this historic project.



The Meetings

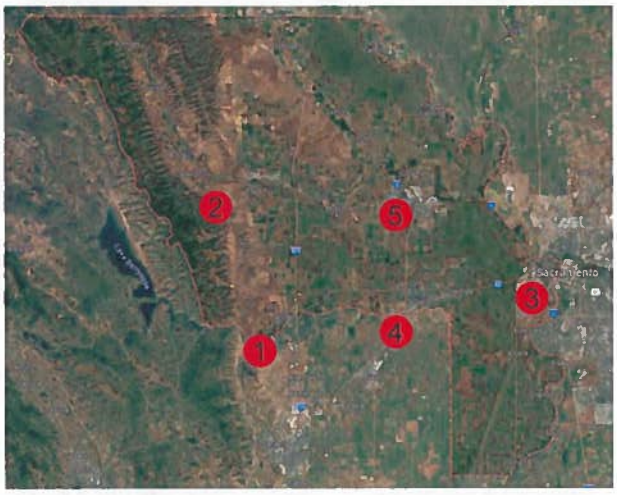
The first round of All In! for Children and Youth Sessions focused on introducing community members to the Roadmap to the Future initiative. Participants were invited to groundtruth the community asset and service provider maps at their tables, which were created to identify services provided across Yolo County.

Meeting participants were asked to verify the locations of community assets and service providers and elaborate on the services they provide. They were also asked to add missing community assets and service providers. Finally, participants were asked to identify needed community assets and services that are not currently provided. Overall, **370 community members** along with table hosts and civic leaders, attended an All In! for Children and Youth Sessions. At each meeting, the respective County Supervisor for the district presented and hosted the session. The first round sessions were hosted by:

- Supervisor Lucas Frerichs (District 2) in Winters on February 27;
- Supervisor Angel Barajas (District 5) in Esparto on February 28;
- Supervisor Oscar Villegas (District 1) in West Sacramento on March 1;
- Supervisor Jim Provenza (District 4) in Davis on March 2; and
- Supervisor Gary Sandy (District 3) in Woodland on March 3.



Example Asset Map



Yolo County Meeting Locations: 1. Winters, 2. Esparto, 3. West Sacramento, 4. Davis, 5. Woodland









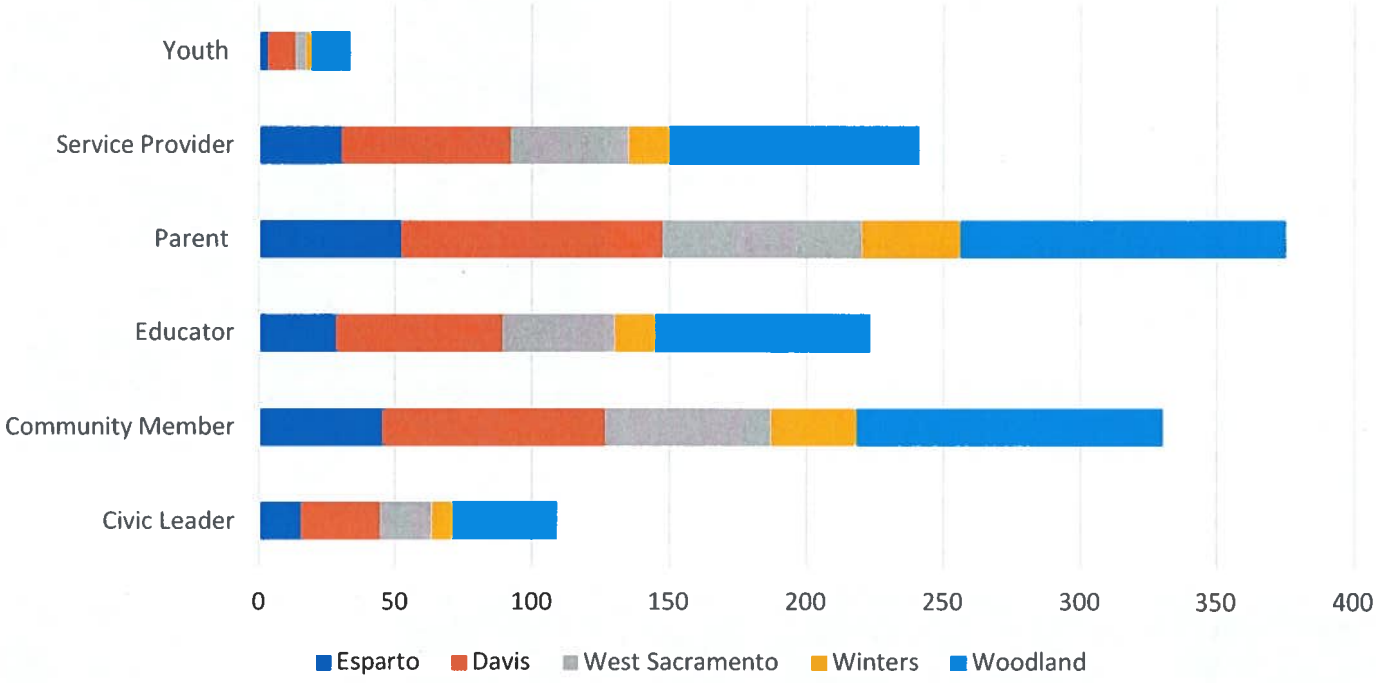


Live Poll Results

After introductions and presentations were complete, Concordia led each community in an interactive live polling session that allowed community members to answer questions on their smartphones and instantly displayed group results on the big screen. Community members who were not able to use smartphones to participate were invited to answer the same questions on printed forms, which were available at each table. The results of each question are below.

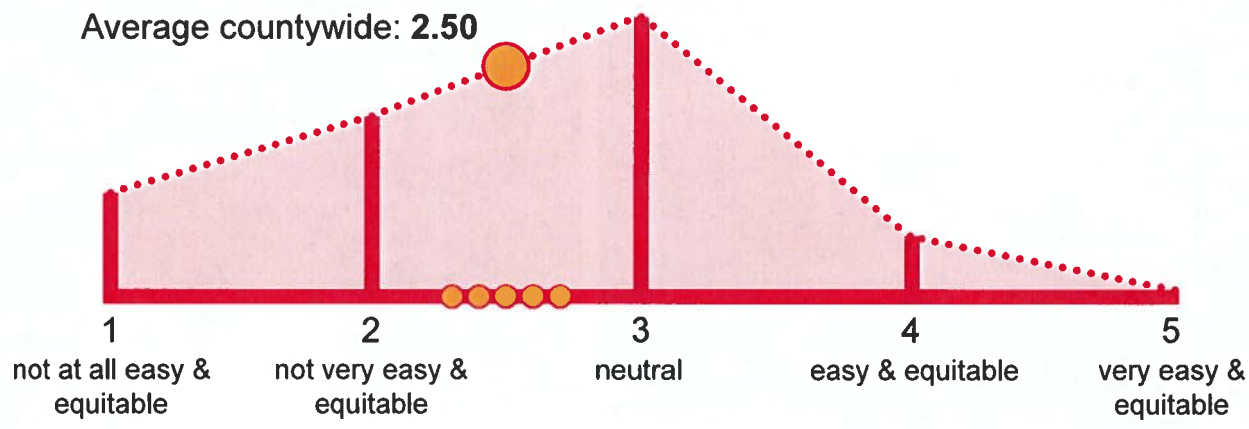


What is your role? Are you a...? *(Participants could select multiple roles)*



How easy and equitable is access to services and resources in your community?

On a scale of 1 to 5, community members were asked how easy and equitable it was to access services in their community, 1 being not easy and equitable at all and 5 being very easy and equitable. The average score for each meeting was Winters - 2.3, Esparto - 2.6, West Sacramento - 2.4, Davis - 2.7, Woodland - 2.5. The average score countywide is 2.5 or not very easy and equitable.

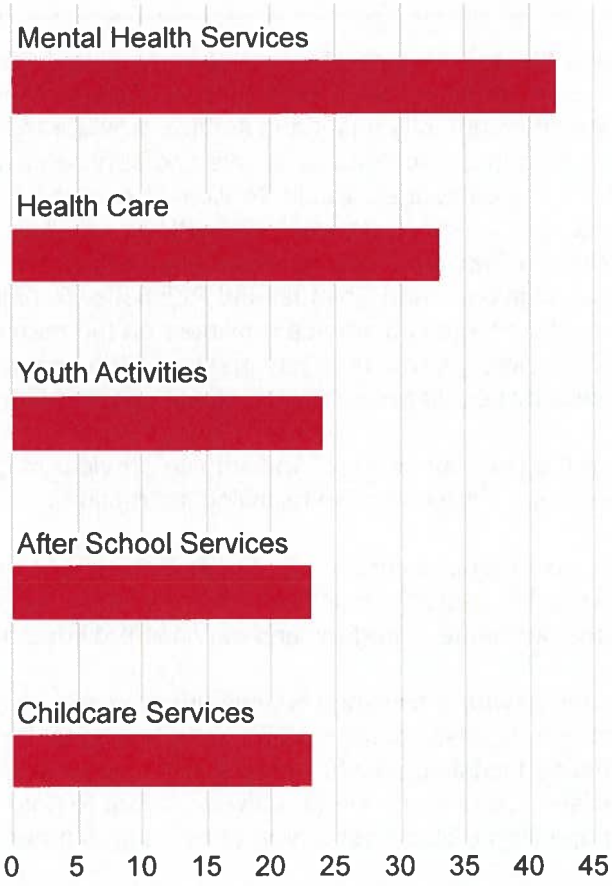


What kind of services and resources is it important for you and your family to have access to?

The word cloud below includes all the answers from the community. The larger the word, the more frequently it was mentioned. The bar chart to the right lists the top 5 answers.



Top 5 Answers

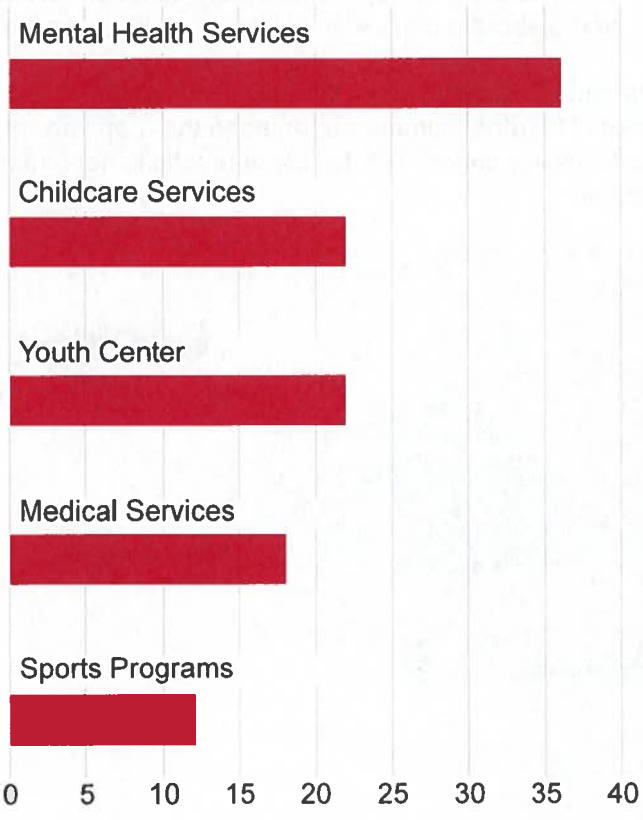


What needed services and/or resources do you and your family NOT have access to?

The word cloud below includes all the answers from the community. The larger the word, the more frequently it was mentioned. The bar chart to the right lists the top 5 answers.



Top 5 Answers



Asset Map Updates

To have a common understanding of community assets and services that exist within Yolo County, community members worked on community asset and service provider maps. The maps categorized community assets and service providers into the following categories: Basic Services, Civic and Political, Cultural and Artistic, Economic, Education and Information, Health and Human Services, Individual Development, Physical, Social and Associational, and Spiritual and Religious. To help identify community assets and service providers on the maps, community members were given a map key that listed the community asset or service provider, its respective category, and the services provided.



During the community asset and service provider mapping activity, table groups were given the following instructions:

- Review mapped community assets and service providers using the map key to understand community asset and service provider name, category, and services provided at that location.
- Confirm where existing services are provided by mapped community assets and service providers. Has Concordia mapped existing assets correctly or was something missed that exists? Community members were asked to note directly on the map using a blue Post-It note or by using a green sticker.
- Community members were asked to complete the supplementary Asset & Service Identification Form to add services provided by a community asset or service provider and elaborate on how they benefit children, youth, and families.

Concordia reviewed all of the maps and forms to update the asset maps. The most common updates to the maps are highlighted on the following pages. The full list of results is documented in the appendix.

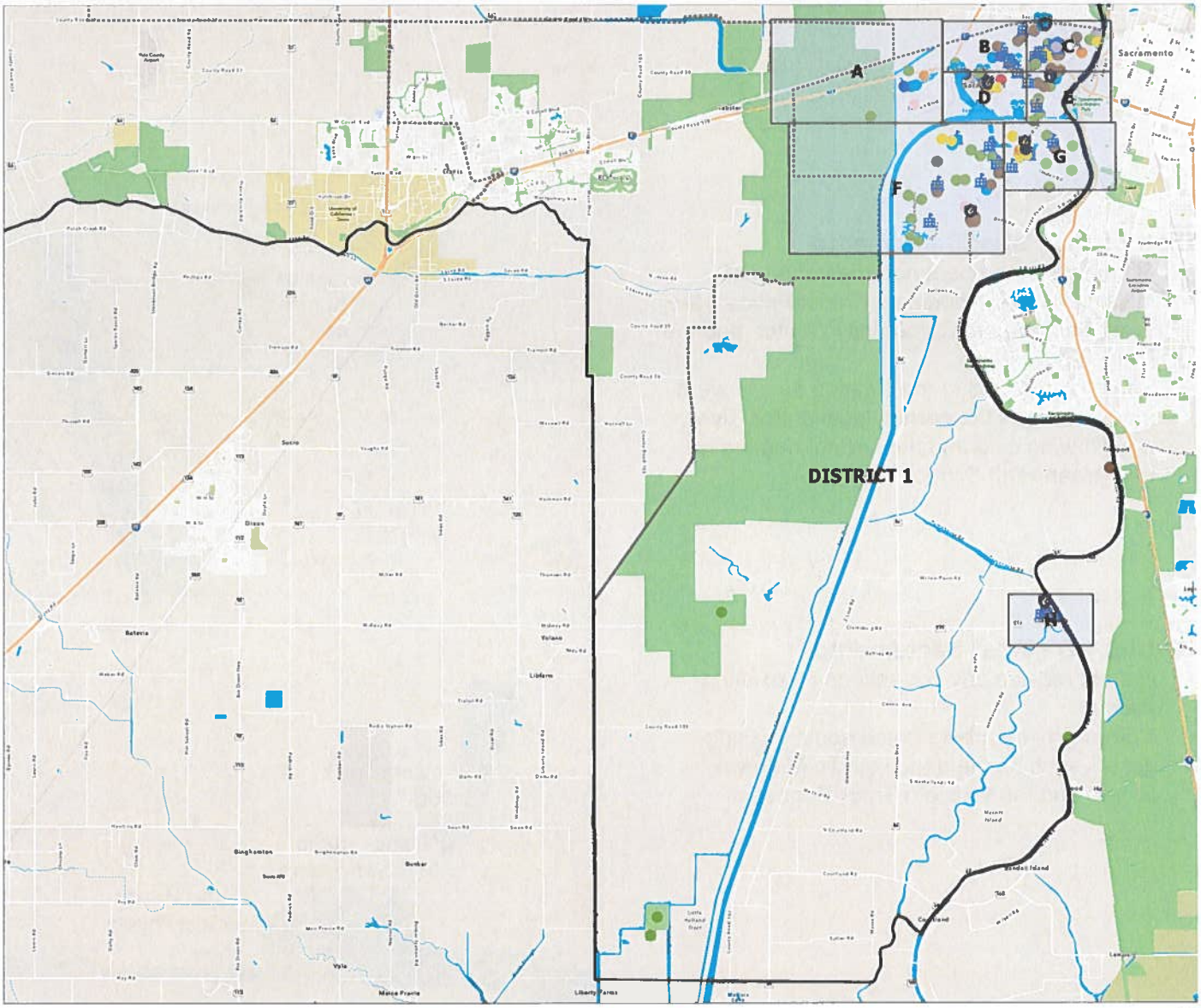


District 1

District 1

District 1 includes the southern part of the City of West Sacramento and the unincorporated community of Clarksburg in the southeastern side of the County. District 1 was divided into eight maps, seven of which depicted areas in the City of West Sacramento and one of which showed Clarksburg. Sixty-seven community members attended the District 1 meeting.





District 1.A - West Sacramento

- The correction received about existing assets on this map was about the mislabeling of an Early Head Start (EHS) center that should instead be labeled as a pre-K.
- Community members noted that there is a soccer field that was not shown in the map.



District 1.B - West Sacramento

- Did not receive any corrections on existing assets or additions to the map.



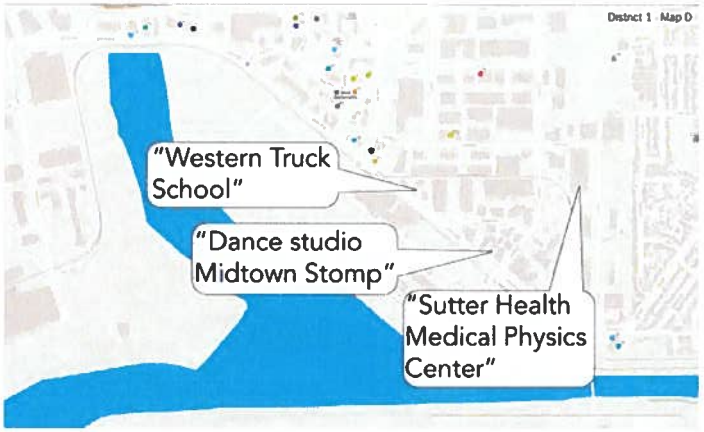
District 1.C - West Sacramento

- Community members noted a handful of missing assets including a Planet Fitness, the West Sacramento Community Center, and the Fiery Ginger Farm.
- Some corrections to the existing assets were made, such as the correct location for River City Rowing club and the correct naming for Evergreen High School.



District 1.D - West Sacramento

- Did not receive any corrections on existing assets.
- Community members noted some missing assets such as the dance studio Midtown Stomp and the Western Truck School.



District 1.E - West Sacramento

- The correction received was a note from a community member that did not believe an asset labeled as a park should be labeled as such.
- Received a handful of notes about missing assets such as Elica Health Centers, and Boss Boxing MMA & Fitness.



District 1.F - West Sacramento

- Community members noted that several preschools were not listed on the maps, including Bright Beginning Preschool, Mile Preschool and others.
- Several other assets were noted as missing such as a soccer facility, Sutter Walk-in Clinic, and Uplift Martial Arts.



District 1.G - West Sacramento

- Two corrections to the map were received which were the incorrect location of a church and the incorrect labeling of a Wells Fargo.
- Several missing assets were identified by community members such as a YMCA after school care and a couple of dental offices.



District 1.H - Clarksburg

- No corrections to existing assets were received on this map.
- Five different assets were identified as missing including the Clarksburg Post Office and the Clarksburg School House Community Cultural Center.

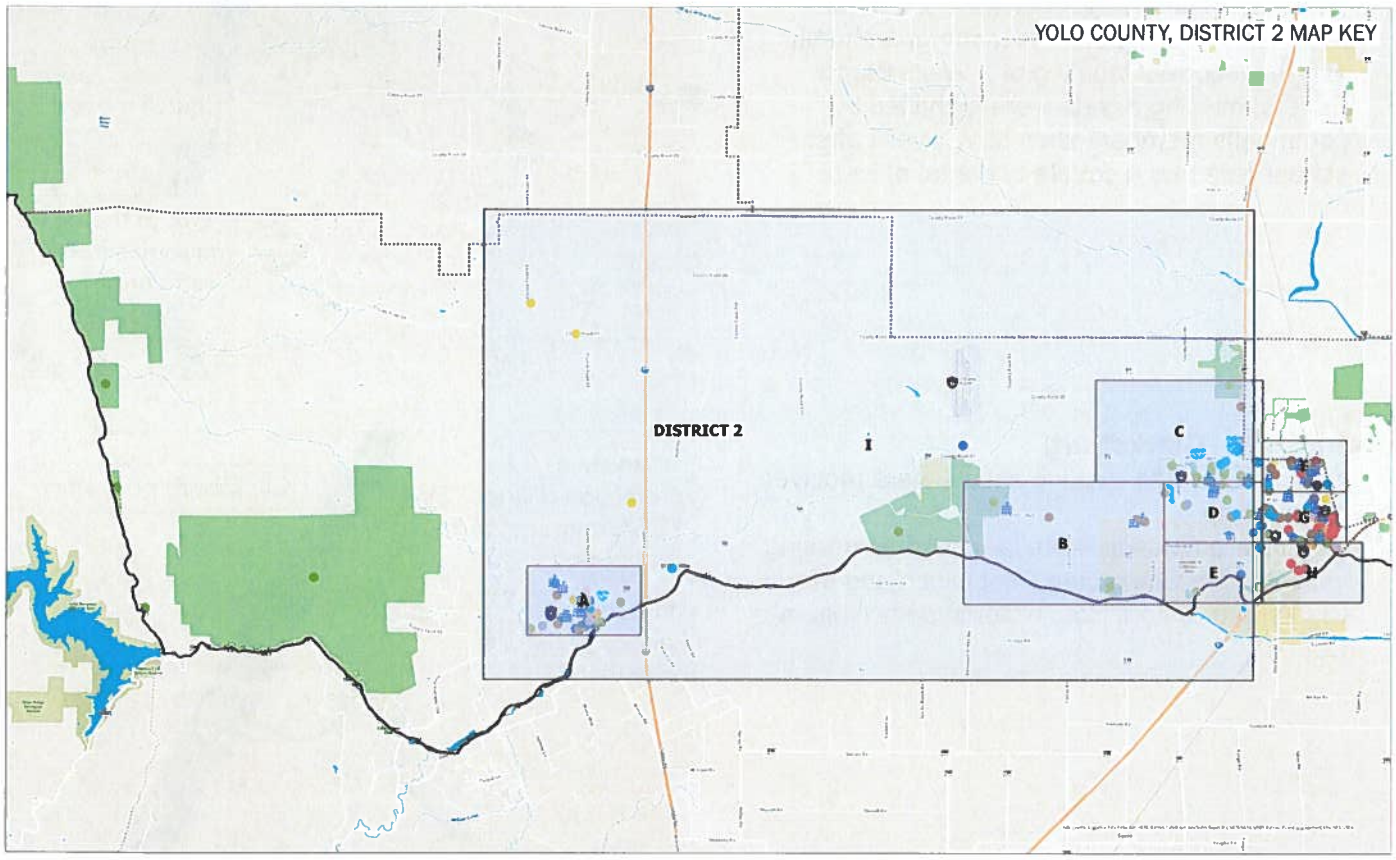


District 2

District 2

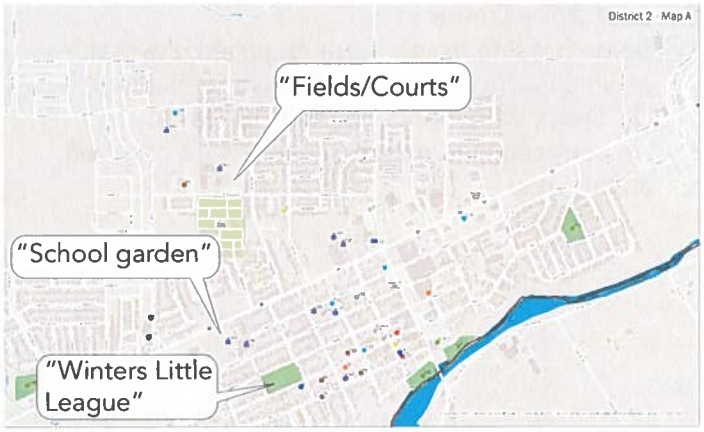
District 2 is located on the southwest side of the County and includes the Western side of the City of Davis and the City of Winters. District 2 was divided into 9 maps. Map A encompasses the City of Winters, B to H are from the City of Davis, and map I is a larger look of everything in between Winters and Davis. Eighty community members attended the District 2 meeting.





District 2.A - Winters

- Community members noted several missing assets, most of which were assets related to parks and recreation such as sport fields, pools, and community gardens.
- Community members made multiple corrections to the map which included updating two asset locations and removing some assets from the map because the community noted that they did not exist, were permanently closed, or had relocated.



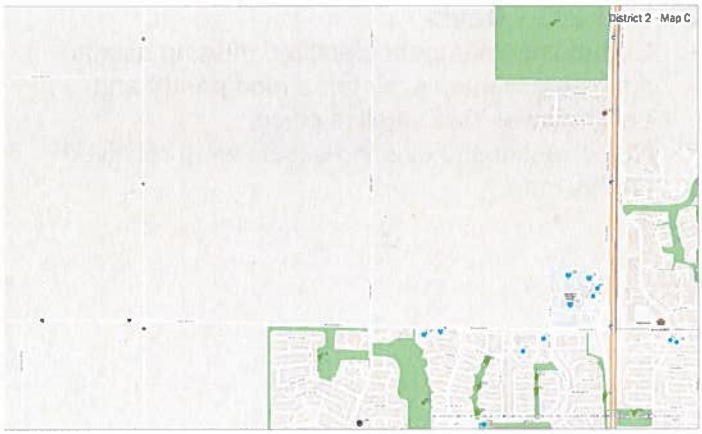
District 2.B - Davis

- No notes were received on the following map as no community members in this area were present or participated in the community session.



District 2.C - Davis

- No notes were received on the following map as no community members in this area were present or participated in the community session.



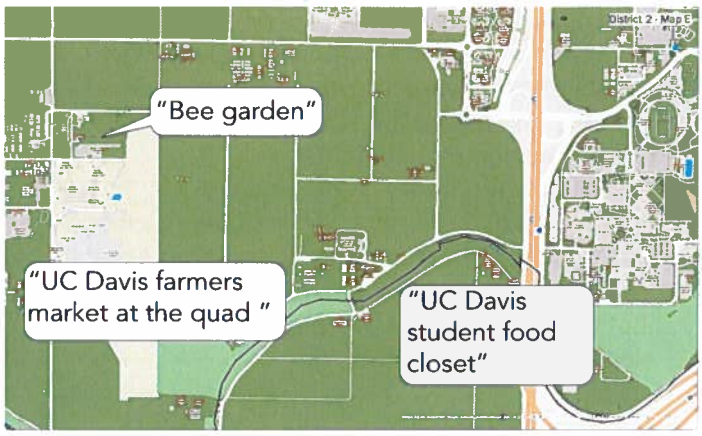
District 2.D - Davis

- Community members noted missing assets including Davis Kids Clubs in two different locations, Davis Media Access, Acme Theater, and Village Homes.
- The correction on existing assets received was about the incorrect labeling of the Davis City Council.



District 2.E - Davis

- Some missing assets were identified, several of which were related to UC Davis, including UC Davis Veterinary Lab, and UC Davis.
- No corrections to existing assets were received on this map.



District 2.F - Davis

- Identified missing assets include a skate park, a dog park, and a Veterans Memorial Center.
- Community members made several corrections to the map including the identification of a couple of parks that are mislabeled.



District 2.G - Davis

- Community members identified missing assets such as a women's center, a food pantry and an Empower Yolo satellite office.
- No corrections to existing assets were received on this map.



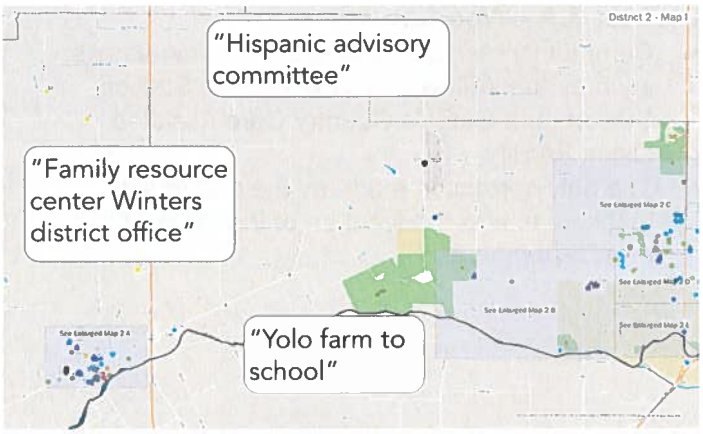
District 2.H - Davis

- No notes were received on the following map as no community members in this area were present or participated in the community session.



District 2.I - South Yolo County

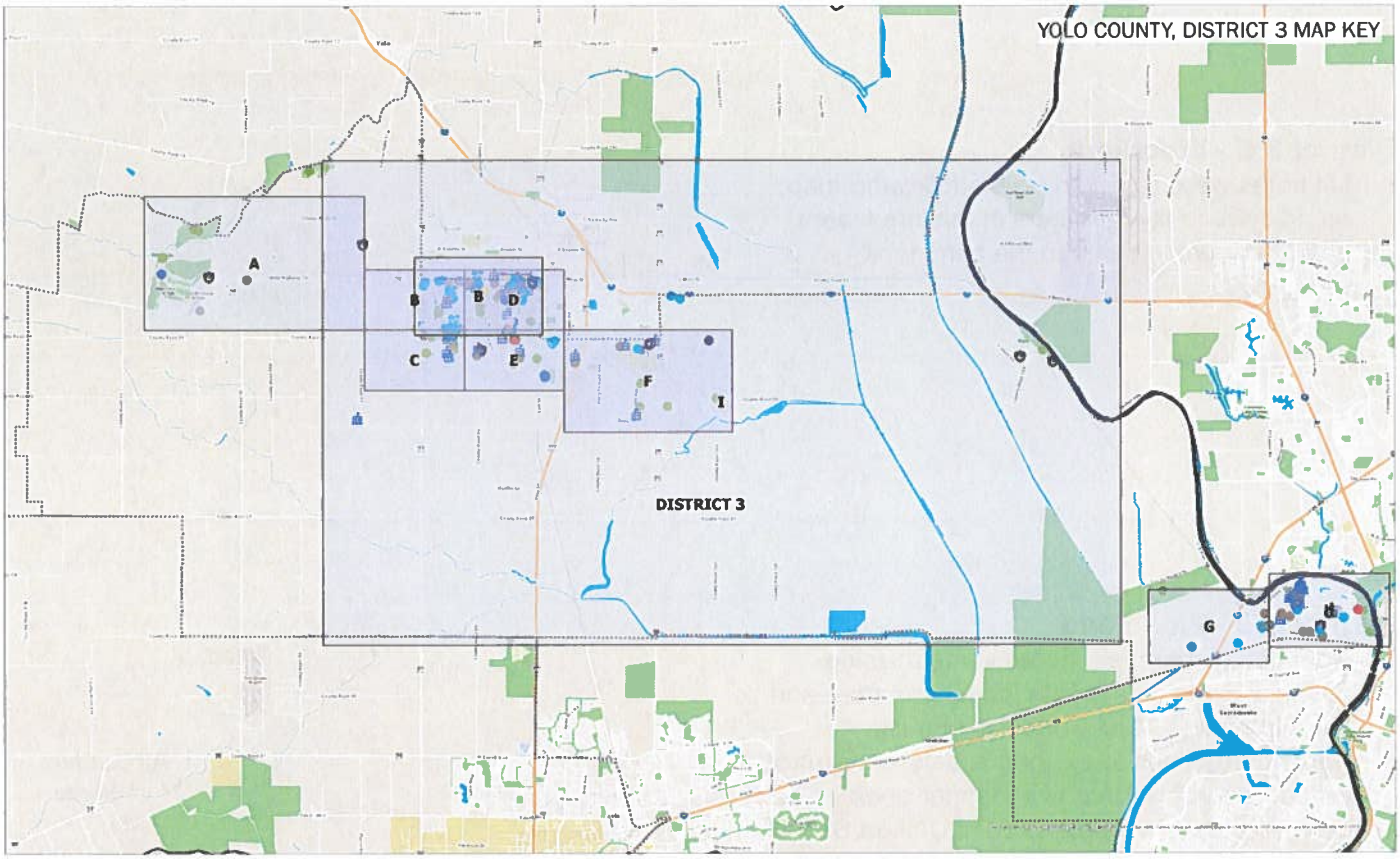
- Community members noted missing assets, many of which were located in the City of Winters such as the Winters Participation Gallery and the Winters Educational Foundation.
- No corrections to existing assets were received on this map.



District 3

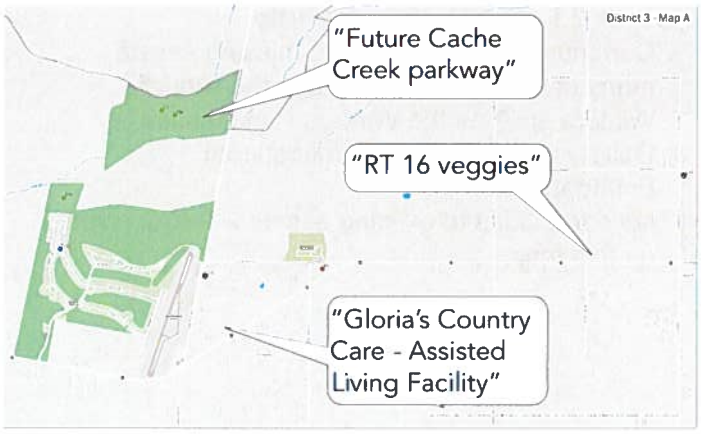
District 3

District 3 is located in the central and eastern area of Yolo County and includes the southern part of the City of Woodland and the northern tip of the City of West Sacramento. District 3 was divided into nine maps. Map A to F are from the City of Woodland, G and H are from the City of West Sacramento, and map I is a larger look at everything in between Woodland and West Sacramento. Eighty community members attended the District 3 meeting.



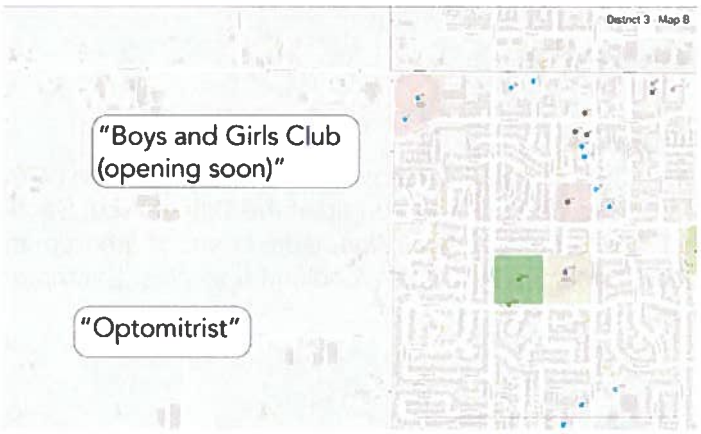
District 3.A - Woodland

- Community members identified missing assets such as the Willow Oak Grocery, the Stallion Station, and Gloria's Country Care Assisted Living Facility.
- The only correction made by the community to this map was the location of the Willow Oak Fire Department.



District 3.B - Woodland

- Two comments about existing assets were received on this map – one about an optometrist and the other one about a Boys and Girls Club.



District 3.C - Woodland

- No notes were received on the following map as no community members in this area were present or participated in the community session.



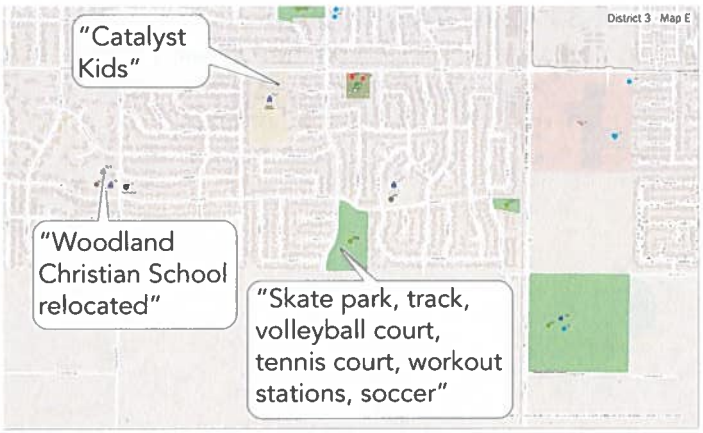
District 3.D - Woodland

- Community members noted some missing assets including an edible learning garden and the All Leaders Must Serve Clubhouse.
- Some corrections to existing assets were made including a school that is no longer open and a comment about Woodland Joint Unified School District that states that it should be classified under the Education category instead of Civic & Political.



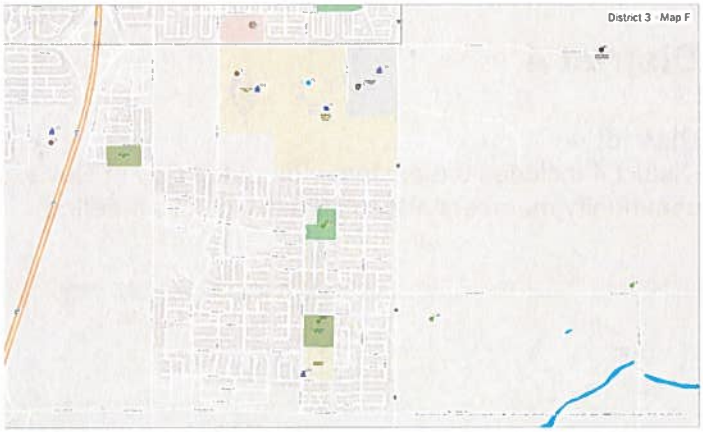
District 3.E - Woodland

- Corrections to existing assets included the relocation of Woodland Christian School.
- Missing assets noted by the community include two pharmacies, a Catalyst Kids, and park assets such as sports fields.



District 3.F - Woodland

- No notes were received on the following map as no community members in this area were present or participated in the community session.



District 3.G - West Sacramento

- No notes were received on the following map as no community members in this area were present or participated in the community session.



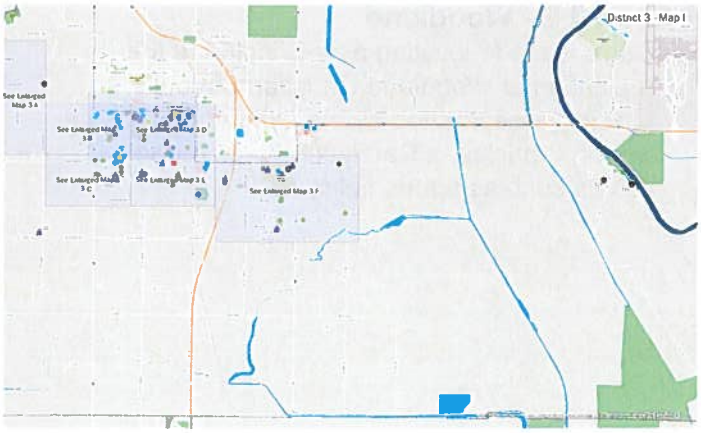
District 3.H - West Sacramento

- Several corrections to existing assets were noted such as the wrong location of a couple of preschools and the identification of some assets that currently don't exist.
- Some assets that currently exist but were missing were noted, such as the Three Sisters Garden, Northern California Construction Training, and the West Sacramento Family Resource Center.



District 3.I - East Yolo County

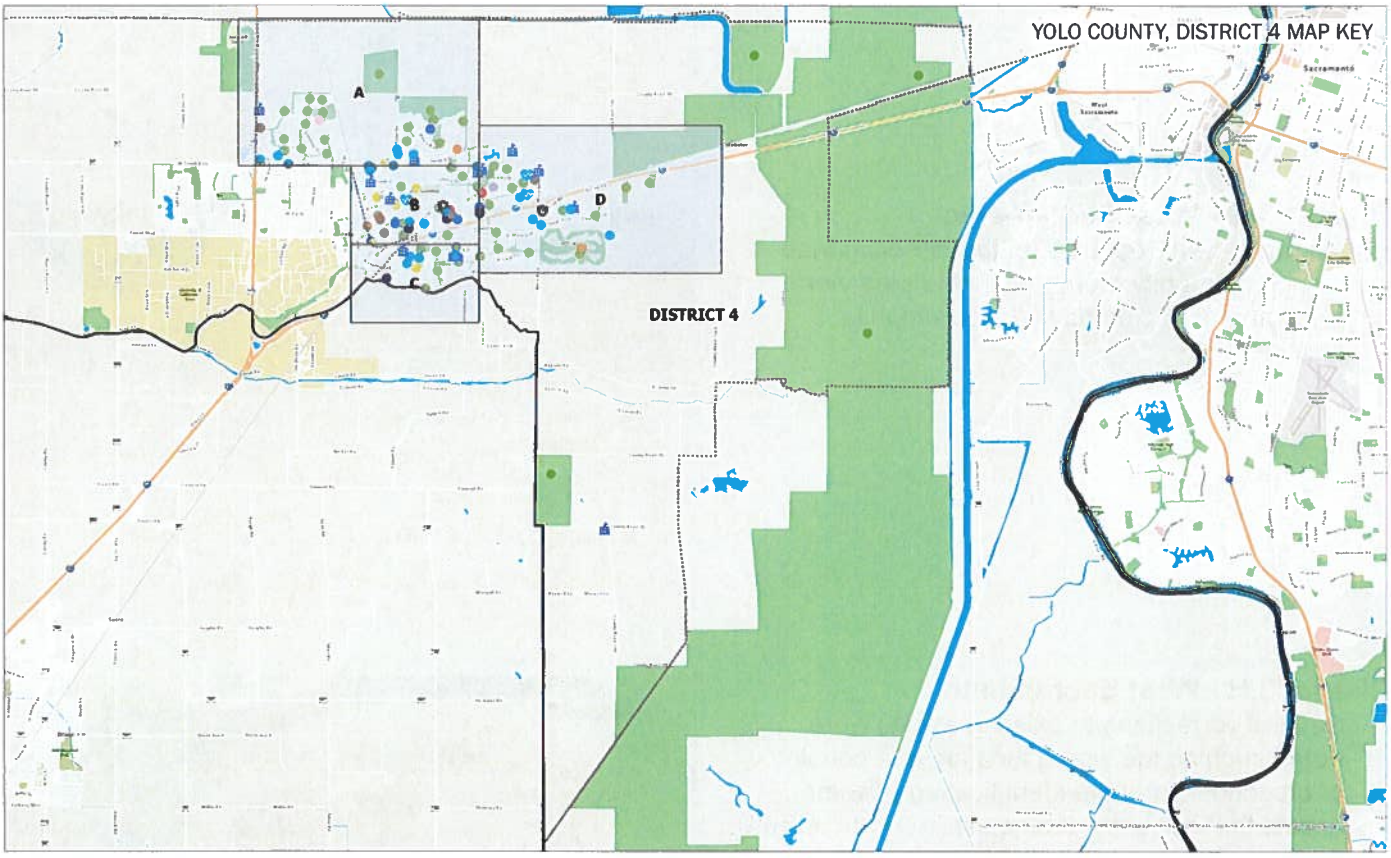
- No notes were received on the following map as no community members in this area were present or participated in the community session.



District 4

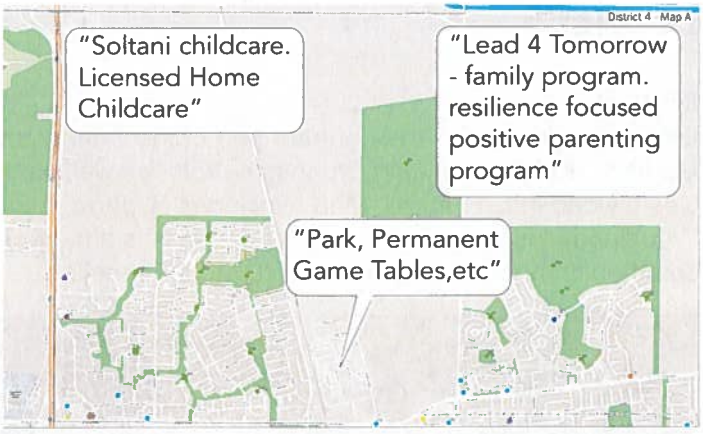
District 4

District 4 includes the eastern side of the City of Davis. The District was divided into four maps. Seventy-eight community members attending this district's meeting.



District 4.A - Davis

- Community members noted some missing assets from the map including a CVS Pharmacy and an education and information academic improvement center.
- No corrections to existing assets were received on this map.



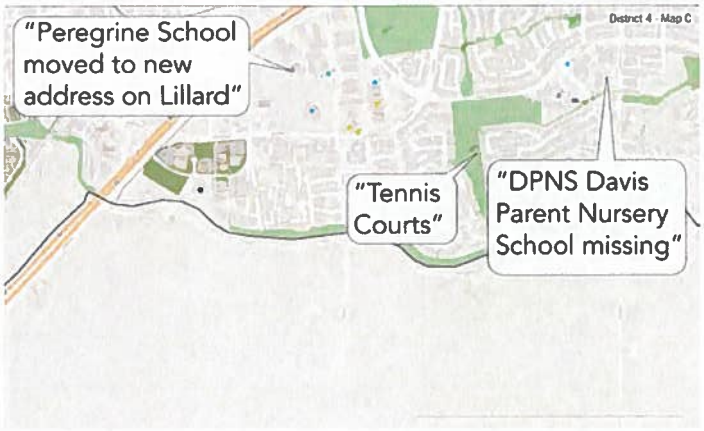
District 4.B - Davis

- Missing assets indentified on this map include two homeless shelters, sports fields, and stores such as Goodwill.
- The correction to existing assets on this map was the noting of the incorrect location of a Chase Bank.



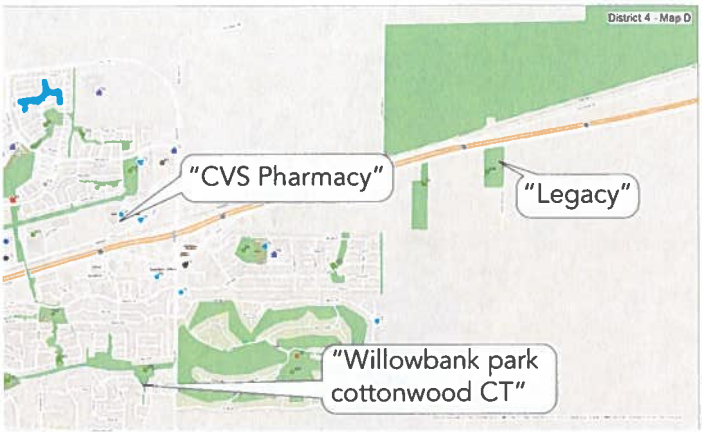
District 4.C - Davis

- Community members identified many assets missing from this map, including a kids' climbing gym, some sports fields, and a kids' park.
- Not a lot of corrections were made to existing assets on this map. Some of the few that were made include a closed pharmacy and it was noted more than once that Peregrine School moved to a new location.



District 4.D - Davis

- Some missing assets identified include a CVS Pharmacy and a preschool by the name of Tender Learning Care.
- Community members noted some mistakes on the existing assets mapped, including the incorrect location of a fire department and the remaining of EMQ Families First to Uplift Family Services.

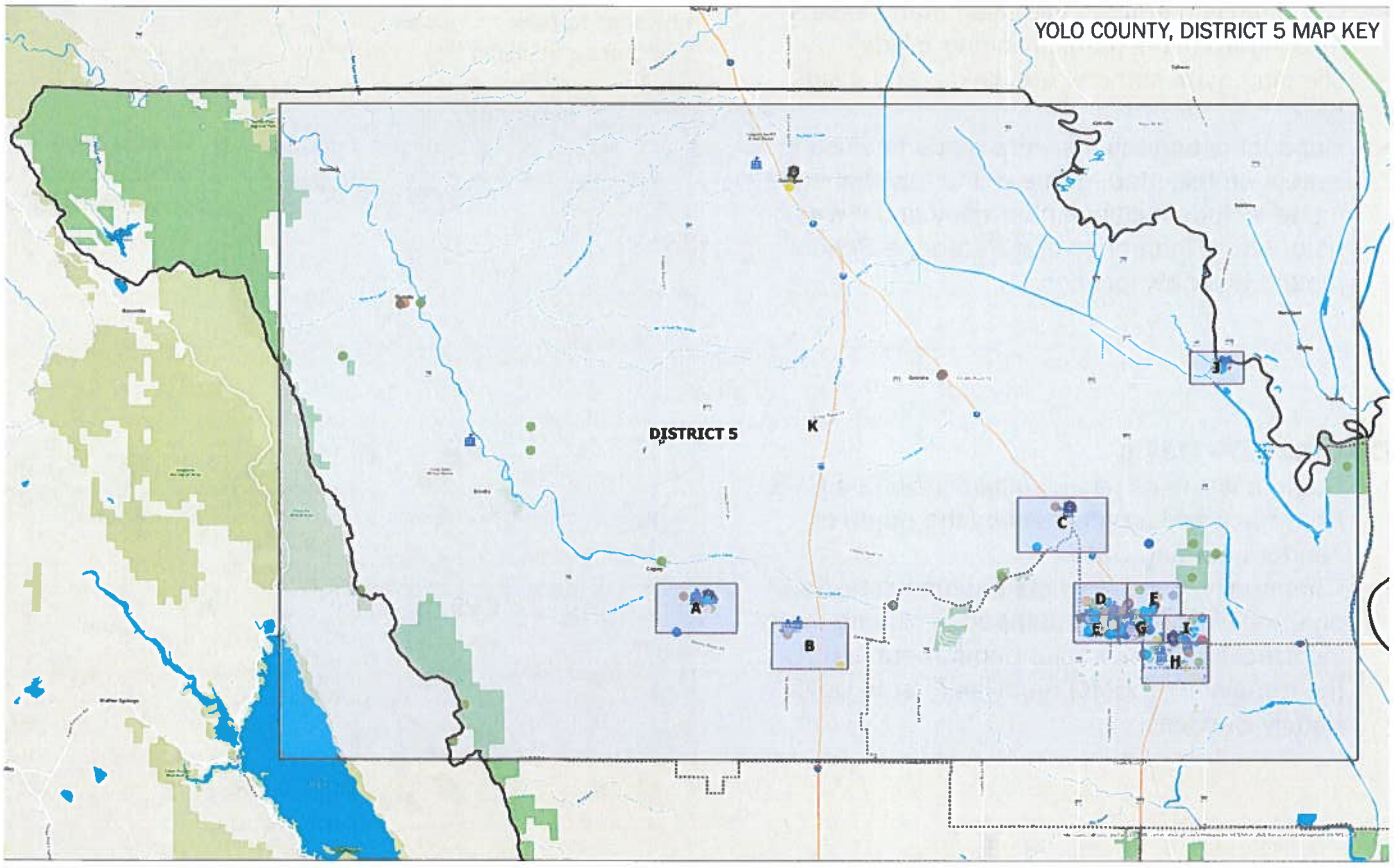


District 5

District 5

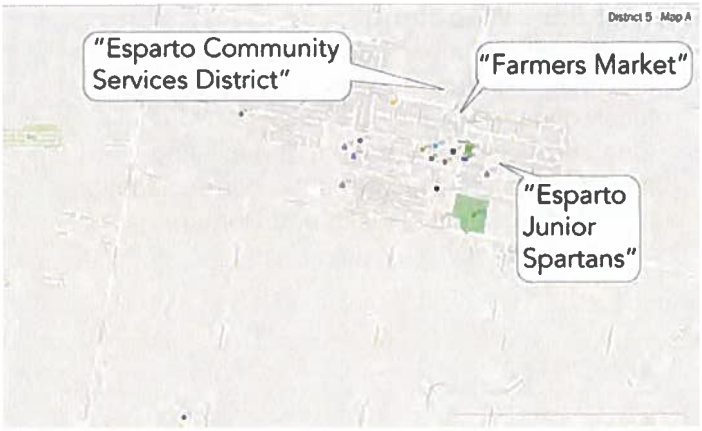
District 5 is located in the northern part of the County and includes the unincorporated communities of Esparto, Madison, Knights Landing, Dunnigan, Yolo, as well as the northern side of the City of Woodland. District 5 was divided into 11 maps. Map A includes Esparto, B includes Madison, C is Yolo, D to I are from the City of Woodland, J is Knights Landing, and map K is a larger look of everything in between these regions. Sixty-five community members attended the District 5 meeting.





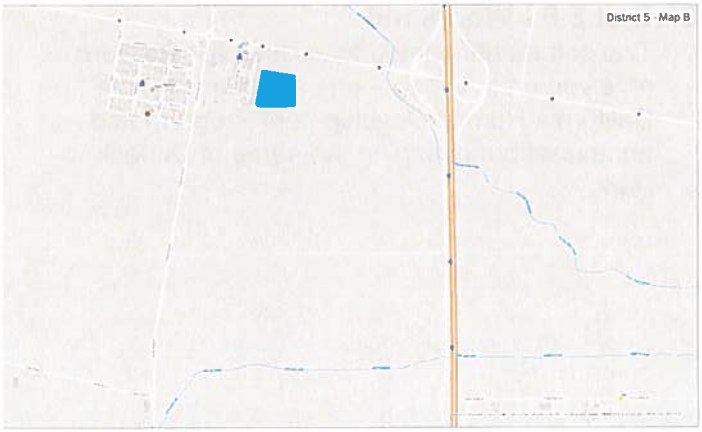
District 5.A - Esparto

- Several missing assets were identified such as the Esparto Junior Spartans, a farmers market, and the Esperanza Apartments.
- No corrections to existing assets were received on this map.



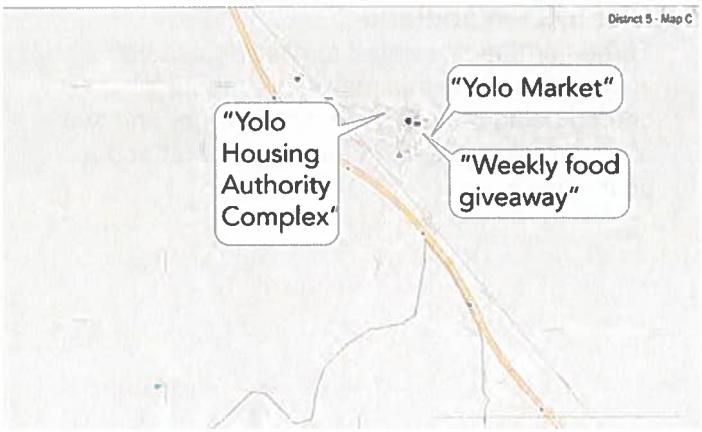
District 5.B - Madison

- No notes were received on the following map as no community members in this area were present or participated in the community session.



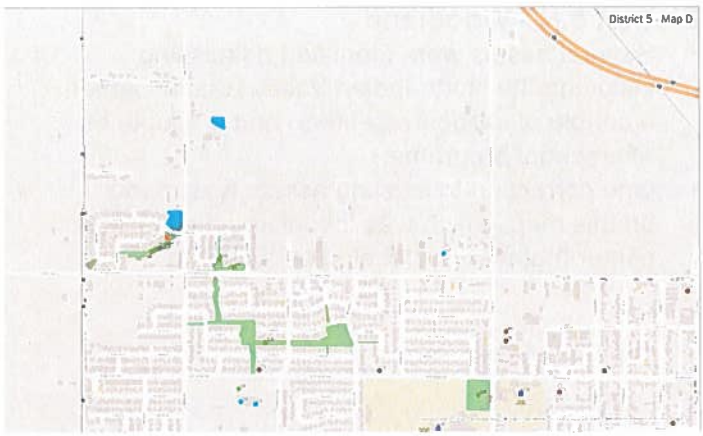
District 5.C - Yolo

- No corrections to existing assets were received on this map.
- Three missing assets were identified including a market, a food giveaway location, and a housing authority complex.



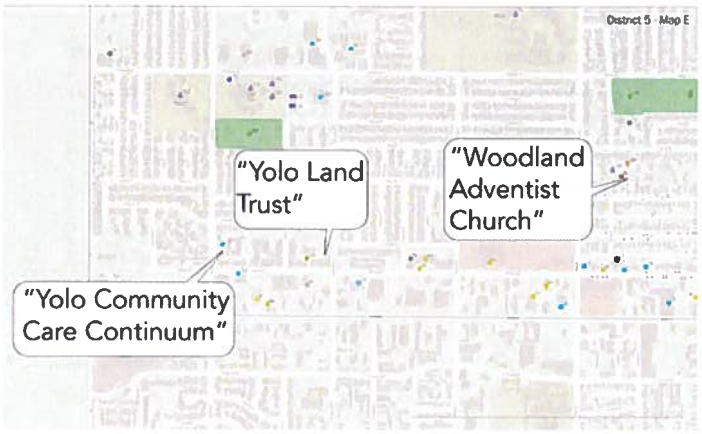
District 5.D - Woodland

- No notes were received on the following map as no community members in this area were present or participated in the community session.



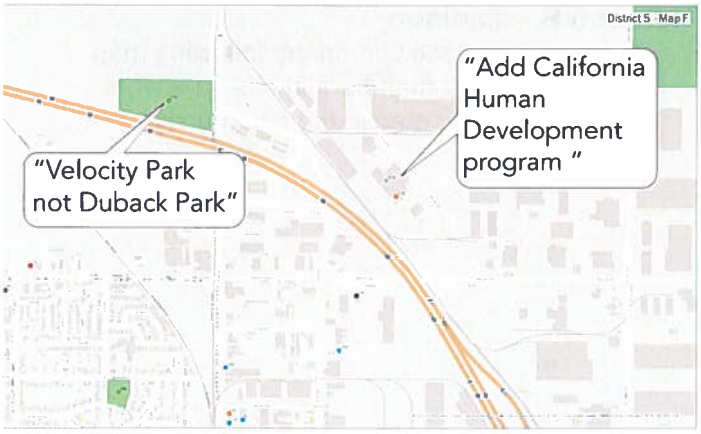
District 5.E - Woodland

- Community members identified missing assets including a church and several businesses located in the West Court Plaza.
- One correction was made to the existing assets mapped, which was the correct location for the Yolo County Health and Human Services Agency.



District 5.F - Woodland

- Two comments related to existing assets were received on this map – one about adding the California Human Development Program and another about changing the name of Duback Park.



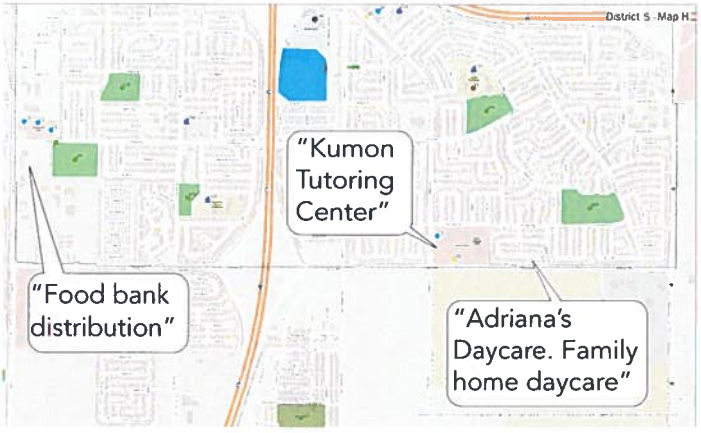
District 5.G - Woodland

- Three comments related to existing assets were received on this map – one about a church being bought by another group, and two about missing assets, a farmers market and a post office.



District 5.H - Woodland

- Several assets were identified as missing including the North Indian Valley Health Center, a couple of childcare centers, and a couple of afterschool programs.
- One correction to existing assets was made on this map, which was identifying a childcare center that was mislabeled as a church.



District 5.I - Woodland

- No notes were received on the following map as no community members in this area were present or participated in the community session.



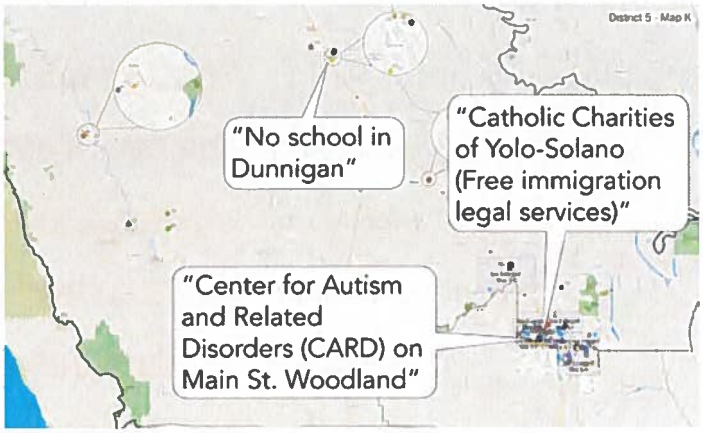
District 5.J - Knight's Landing

- Three corrections were made to existing assets – two of them noted that a preschool and a place of worship mapped, do not currently exist.
- Missing assets were identified.This included a fruit stand, a fire station, and a public park – set to open in 2024.



District 5.K - North Yolo County

- Several missing assets were identified throughout the map, most of them located in Woodland such as the Catholic Charities of Yolo, and the Children's Therapy Center.
- The only correction made on existing assets was a school in Dunnigan that was noted not to exist.



Identifying Needed Assets & Services in Yolo County

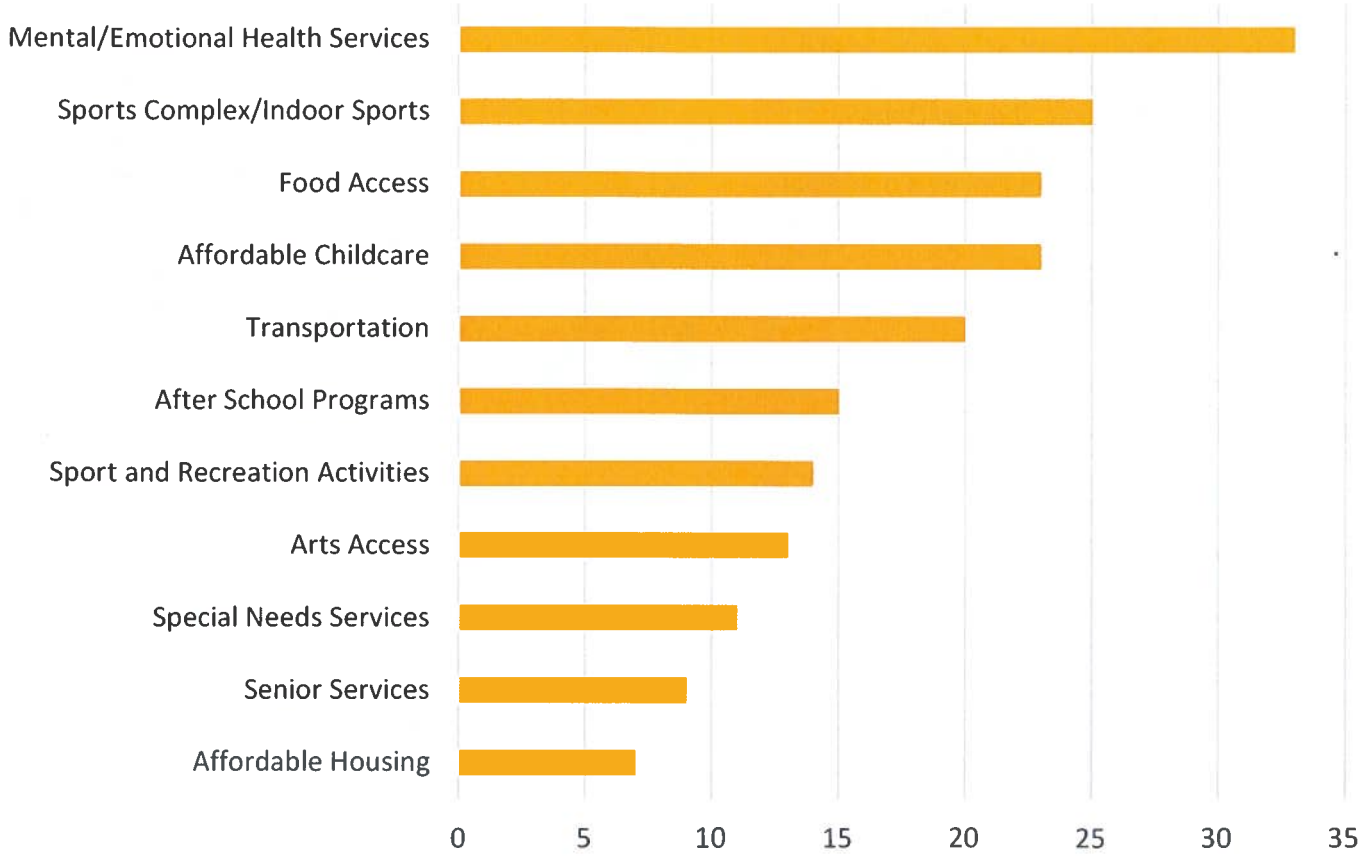
After reviewing and editing the maps, community members were asked to add community assets and services which they believe the community needs and which are not currently provided. Community members placed these ideas on yellow Post-It notes. If participants thought the community asset or service should go in a particular place, table hosts encouraged them to place it on the map.

The following pages highlight the most commonly requested community assets and services. Full results can be found in the appendix.



Countywide Results

The bar chart below combines all of the community assets and services mentioned across all meetings. We combined requested services with overlapping goals into overarching categories. Similar to the live poll results, the category of Mental and Emotional Health Services was the most mentioned. The Mental and Emotional Health Services category also included accessibility and affordability, language access for mental and emotional health services(Spanish), and access in schools. The next most mentioned category was Sports Complex/Indoor Sports. Community members requested pools, indoor options for summer, and outdoor facilities. Food Access was the third most mentioned category. Many meeting participants requested access to healthy food, grocery stores, and farmers markets. Many rural area participants requested more restaurants. The Transportation category included transportation to and from school and transportation to and from rural areas.



After Action Review

After each meeting was completed, participants were asked to fill out an After Action Review (AAR). This allows for community members to share any additional thoughts and helps our team improve our process. The most common responses to the questions are summarized below. Full results can be found in the appendix.

Please list three positive outcomes of the meeting.

Most meeting participants enjoyed meeting other like-minded members of their community while getting to know their cities, towns, and communities better. They also appreciated the opportunity to voice their concerns and provide input on needed improvements in services and community assets for children, youth, and families.

What are your concerns?

The main concern community members had was the lack of funding to achieve all of the goals to fulfill all needs. There was also concern that nothing would happen with their requests. Many participants wanted to hear about next steps to address the needs of the community.

Do you have suggestions for improvements?

Participants requested that the meeting topics and focus should be more specific to the city or town where it is being held. They also requested that the asset list be in alphabetical order to make things easier to find. Participants also suggested a larger advertising campaign to get a wider portion of the community to attend.

How would you explain in two sentences what we have accomplished at this meeting?

Participants said that an important accomplishment was to have their voices heard and to bring forward concerns about their communities. They also mentioned they were able to collaborate with other community members and worked to identify what exists and what is needed in their community. Attendees also mentioned they felt the meeting was great for community building and showed that the community cares.

Closing Summary & Next Steps

This information will be used to update the community asset and service provider maps to develop a long-term plan to effectively coordinate the services, supports, and opportunities children, youth, and families in Yolo County need to thrive, as well as the establishment of a shared framework that ensures their healthy development.



Appendix 1: Asset Map Updates

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Activity 1: Asset map updates

District 1.A - West Sacramento

"how can this expand or teach out to w.s.?" (On asset #49)

"what is ehs? mislabeled, actually pre-K" (On asset #93)

"buy-in from community? connect to education?" (On asset #37)

"Soccer" (right under Seaport Blvd and under asset #37)

District 1.C - West Sacramento

"Delete # 107"

"Three Sisters garden" (corner of C St and 4th St (District 3))

"Fiery Ginger" (Below and right of asset #41)

"IGC - gymnastics for youth" (On asset #36)

"planet fitness offers free memberships to its students"

"not correct actual location" (Asset #44 2901 Industrial blvd.)

"James marshall parent nursery school provides childcare & adult education RE:EDD"

"WUSD district office" (On asset #96)

"not WSCC" (On asset #74)

"Yolo high not evergreen" (On asset #107)

"Three sisters gardens off Broderick 2 of 4 urban gardens"

"planet fitness, 1270 west capitol - physical /health - free youth membership"

"3 sisters also has 2 farms, 700 cummins and 485 regatta"

"empower yolo health and human services" (right and below #117)

"wic - health & human" (between #16 and #25)

"west sac community center social" (Building right of #20)

District 1.D - West Sacramento

"sutter health medical physics center"

"pet hotel"

"Chando's"

"Dance studio Midtown stomp"

"Bike dogs"

"Western truck school"

"ATM"

District 1.E - West Sacramento

"not really a park" (On asset #135)

"Elica" (155 15th St, West Sacramento, CA 95691, USA)

"Elica health centers, 155 15th street"

"Washigton unified middle college not here, 637 Todhunter Ave"

"Public transit

"Boss Boxing MMA & Fitness Indiv Development"

"Results transformation center - Individual Development"

"Van Gogh inmersive experience - cultural"

District 1 - West Sacramento

"soccer facility" (right of asset #99)

"life coach" (On asset #5)

"no soccer or multi use" (On asset #102 and #133)

Appendix 1: Asset Map Updates

"Baseball areas" (On asset #134)

"Amazon" (By asset #68)

"rivercity dance academy not listed on asset map"

"bright beginning preschool - 20+ years in west sac but not listed"

"itsy bitsy preschool - 20 years in west sac, not listed"

"MILE preschool - 19 years in west sac, not listed sunshine preschool"

"busy bee preschool - 20 years in west sac, not listed"

"please list home based providers listed in home run programs"

"sutter walk-in clinic (by target)"

"uplift martial arts = asset to youth not listed on asset map"

"urgent care (by target)"

"yekkas childcare"

"look into the city of west sacramento home run program"

District 1.G - West Sacramento

"church moved" (On asset #69)

"no wells fargo" (On asset #57)

"lighthouse chate school, 899 Bryte Ave, West Sacramento, CA 95605, United States"

"yolo children's alliance"

"YMCA after school care @ southport and bridgeway"

"mile preschool (family childcare) west sacramento."

"home run certified high quality preschool"

"southport chiropractic"

"south river dental group"

"west sacramento recreation center 7 pool"

"south port dentistry, 2050 town center west sacramento"

"sutter urgent care"

"champions & kid zone at stonegate after school care"

"out of the box ministries (food) distribution"

District 1.H - Clarksburg

"Clarksburg post office" (By asset #82)

"clarksburg school house community cultural center" (By asset #82)

"future park / friends of parks & recreation" (By asset #95)

"clarksburg fire protection district. YCCA/migrant food distribution" (On asset #123)

"yolo county childrens alliances provides services at the church - food" (On asset #82)

District 2.A - Winters

"winters city park" (City Park, 411 Abbey St, Winters, CA 95694, United States)

"winters little league" (City Park, 411 Abbey St, Winters, CA 95694, United States)

"winters hotel" (above and right of asset #9)

"community garden" (above and right of asset #220)

"acgi fitness" (right of asset #11)

"anytime fitness" (above asset #129)

"pool" (above and left of asset #162)

"community garden" (above and right of asset #137)

Appendix 1: Asset Map Updates

"winters ag. site"

"three oaks park"

"delete #129"

"delete #16"

"delete #99"

"delete #142"

"move #177 to #142 location"

"delete #144"

"delete #136"

"winter parent nursery school is a school not a blue dot" (On asset #8)

"winters collective - shopping / retail"

"main street church is now grand prince odeum" (On asset #100)

"remodeled church?"

"no longer a church" (On asset #100)

"(acgi) anyone can get it fitness. provides youth boxing classes in summer. promotes mental health wellbeing, 205 1st st"

"Dentist" (111 E Grant Ave, Winters, CA 95694, United States)

"Yolo Federal credit union" (168 E Grant Ave, Winters, CA 95694, United States)

"Winters opthamology" (101 E Grant Ave, Winters, CA 95694, United States)

"Low income senior housing" (176 E Grant Ave, Winters, CA 95694, United States)

"Winters HS Agriculture Site"

"No Shirley Rogers"

"Softball & soccer fields" (below #145)

"fields/courts" (below and right of #143)

"same, combine" (#144 and #137)

"community pool" (right and above of #137)

"baseball/softball fields" (left and above #144)

"track/football field" (left and below#144)

"headstart preschool" (right of #148)

"school garden" (above #146)

"1/2 day preschool" (next to #8)

"#196, move down to corner of Edwards St and Haven St"

"school district" (below #15)

"eat well yolo" (On asset #162)

"Rise" (#148 and #177)

"Rise inc. eatwell yolo food distribution thursday 1st/3rd 9am-11am 200 Bakery St"

"eat well yolo food distribution wednesday/weekly 3-5pm winters high school"

District 2.D - Davis

"Winters Chamber of Commerce"

"Fairfield inn"

"Winters Downtown Business Association"

"Lions Club"

"Bobbie greenwood community swim center"

"Rotary of Winters"

"Kiwanis of Winters"

"Yolo Pharmacy"

"Winters parent nursery school"

Appendix 1: Asset Map Updates

"Winters theatre company"

"The grand prince odeum"

"The palms playhouse"

"Restaurants"

"Winters breweries"

"Eagle Drug (should be closed)"

"Three oaks park"

"Walnut park"

"Grocery stores"

"Village Homes"

"n village homes green"

"fmr preschool applegate dance"

"stacking stones childcare & preschool"

"add acme theater"

"davis pheonix coalition"

"davis climate change"

"neurodiverse network"

"add davis media access"

"june care"

"preschool peregrine not davis city council" (On asset #54)

"add gan haverim me-school"

"add south sutter charter academy"

"add davis kids club"

"catalyst kids north davis" (On asset #149)

"davis kids club - locations with elementary school" (On asset #150 AND #155)

District 2.E - Davis

"bee garden" (above swine teaching and research facility)

"animal viewing" (above animal husbandry sheep shed)

"pool" (right of #88 (just ouside of map E scope))

"rapter center"

"paul's place"

"swim america"

"UC davis farmers market at the quad"

"unitrans saturday. free unitran bus rides on 1st saturday"

"arroyo park pool & other amenities"

"ucd rec pool"

"add bike paths"

"farmers market"

"mission online & non-location based resources"

"affordable housinig sites: twin pikes, moure village, pauls place"

"uc davis student food closet"

"uc davis kind hall / immigration services: daca, violent victims"

"uc davis veterenary lab. raptor center"

"uc davis shifa clinic"

"uc davis mind institute"

"yolo crisis nursery"

"empower yolo safe house"

"steac short term emergency aide committee"

Appendix 1: Asset Map Updates

"davis neurodiverse network at davis library"

"yolo county child alliance is not political. they are social service. children's childcare subsidy group for helping parents with their childcare costs."

District 2.F - Davis

"Veterans memorial theatre" (203 E 14th St, Davis, CA 95616, United States)

"Veterans memorial center. Not physical asset - culture & artistic" (203 E 14th St, Davis, CA 95616, United States)

"Bike campaign" (corner of E Covell Blvd and Cannery ave (part of district 4))

"Cannery farmers market" (corner of E Covell Blvd and Cannery ave (part of district 4))

"Add N'hoods assn."

"YCCA change category to health & human services"

"Add city gis layer - bikepath, playgrounds, ped bridges & underpasses. uniTrans & yolo bus. Bus stops"

"Add school boundaries & find clusters of youth/their path to school"

"Add apartment complexes"

"Add subsidized housing (mutual housing)"

"Add mental health supportive housing"

"Childcare site"

"# 214 Should include skatepark, playground, swim pools"

"delete davis holding" (On park #214)

"skate park" (On park #214)

"dog park" (On park #214)

"add sand volleyball court" (On park #214)

"additional services at davis community park" (On park #214)

"paul's place should be listed separately from meds. tiny homes, respite center, shelter"

"davis comm meals has more service. has an art class at cesar chavez for adults living with mental illness"

"carpool to st james from winters benefits"

"include for profit businesses that provide gathering spaces like eddies in winters"

"what is blm description?" (On asset #207)

"don't include dentists unless they provide free or sliding scale services"

"russell ranch sust ag facility is not a park"

"uc davis cold canyon reserve habitat nature education & trails"

"yolo federal community room in winters. free community room service!"

"winters participation gallery supports collaboration with high school students & establush artists to paint community murals"

"stonegate retention basin not a park"

"bobcat ranch not a park not open to public"

District 2.G - Davis

"HHSA AST. Cal Fresh, employement, mental health"

"Communicare at king continuation HS"

"Empower Yolo satellite office. Housing, legal advocacy, counseling, food 5th & D"

"STEAC"

"King parent resource. Counsel attend food security"

"D st. Auburn Davis center for DRST"

Appendix 1: Asset Map Updates

"True connections (adult disability care)"

"Barefoot yoga - kids camps & classes"

"Rocknasium (rockwall) camps teams"

"Womens center" (left of dutton hall)

"Food pantry" (right of memorial union)

"Pool" (517 A St, Davis, CA 95616, USA)

"Playground" (left of #187)

"Garden" (left of #132)

"Playground" (park between B St and C st, above #210)

"Catholic church" (right upper corner of 5th st & C st)

"Power Yolo" (left lower corner of 5th st & D st)

"Yolo Food Bank" (Segundo Gilmore bldg (La Rue Rd))

"Learning kitchen" (left upper corner of G st & 6th st)

"Garden"

"Yolo county office of education programs: DSHS, Sol, West"

"UCD meat sale (low cost)"

"Power Yolo w/ food distribution"

"Short term emergency aide commission"

"Learning kitchen"

"Food bank"

"Playgrounds"

District 2.I - Southern Yolo County

"family resource center winters district office"

"yolo sportsman association"

"skydance skydiving"

"rotts of friends animal rescue"

"d=q university"

"winters participation gallery"

"pavestone economic"

"winters center for the arts"

"k.s. photography"

"putah creek council (non profit)"

"winters eyecare"

"hispanic advisory committee"

"winters participation gallery"

"winters educational foundation"

"olivia barbosa photography"

"mariani nut company"

"yolo pharmacy"

"PG & E"

"fairfield inn"

"hotel winters"

"yolo farm to school"

District 3.A - Woodland

"GCC Acres"

"Future Cache Creek parkway" (right of #158)

"RT 16 veggies"

"Willow Oak Grocery"

"Willow Oak 4-H" (below #132)

"Stallion Station"

Appendix 1: Asset Map Updates

"Woodland strides"

"Gloria's Country Caare - Assisted Living Facility"

"Check out Cache Creek Parkway plan on the Yolo County Website for details"

"Willow Oak Fire Dept. in wrong location - corrected with green dot"

"RT 16 Farm stand & family fun"

"Highest potential therapy & woodland strides non-profit providing therapeutic services for individuals with special needs"

District 3.B - Woodland

"Optometrist"

"Boys R Girls Club (opening soon)"

District 3.D - Woodland

"Tan Ortho"

"Children's museum" (Building left of #68)

"Farmers Market / fresh food vendors" (Court St. & First St)

"Children's Home Society. Provides subsidized program for childcare. Provides PPE to school sites" (# 103)

"MOSAIC Children's Museum for children ages 1-8 Hands on Learning" (120 Main St. suite D)

"Reiff's Antique Gas Station closed" (#83)

"ALMS Office (admin) Job rediness. Teens & young adult education" (433-2nd st suite 101, 95695)

"ALMS Clubhouse Education. On ground of st. Luke Church. Job rediness, social support, workshops." (519 2nd st)

"Orthodontics (Health & Human Services)"

"Edible Learning Garden"

"Delete #133"

"#27 should be categorized as education"

"Delete #114 (no longer open)"

"Tennis courts & baseball field" (Above #161)

"Community Garden" 9 (Corner left above #113)

"Holy Rosary church"

"Bike garage" (Below and right of #28)

"All Leaders Must Serve (ALMS) Clubhouse" (519 Second St)

"WJUS District Office should be a blue dot on the map"

"Add Family Resource Center" (175 Walnut St.)

"Add edible learning garden next to City Hall"

"Bike garage www.thebikecampaign.org" (1st & Hays)

District 3.E - Woodland

"Catalyst Kids" (Above and right of #107)

"TANA - Taller de Arte del Nuevo Amanecer Inside the mall: a new playground, more stores, an arcade"

"Woodland Opera House and Theater and Dance Annez (not on list)"

"Add elevate Yolo" (455 First St)

"Grocery store - Walmart neighborhood market"

"Hyman Field/ Rec softball fields needs restrooms built! (currently only counts w. portables) Health concerns"

"Reiffs closed" (#83)

"Gardner Danes, etc. May be closing" (#35)

"Add Palm Gardens assisted living" (240 palm Ave)

Appendix 1: Asset Map Updates

"Add Walgreens pharmacy"

"Add Woodland pharmacy"

"Add Aldersons"

"Woodland Health Pharmacy closed in 2017" (#92)

"Corner Drug" (#16)

"Duplicates" (#86)

"Hollywood market has no fresh produce or fresh foods"

"Skate park track volley ball court, tennis court, workout stations, soccer" (#168)

"Are they still active on this campus?" (#109 & #29)

"Catalyst Kids Services (Foremerly CDC)" (#107)

(#109 Woodland Christian School relocated)

District 3.H - West Sacramento

"NCCT" (#115)

"Middle School" (#104)

"Park Bryte" (#170)

"YCCA FRC" (left of #154)

"early head start & head start program" (#155)

"Community garden, run by... (large space)" (491 Regatta Ln, West Sacramento, CA 95605, United States)

"YCCA West Sacramento Family Resource Center (no childcare) 1200 Anna Street" (#154)

"Yolo County Children's Alliance: food distribution, diapers, resource & referral, concrete support services, transportation, housing support"

"Recovery Cafe (Mercy Coalition) NA, AA, assistance recovery w/ addiction, food, workshops, treatment, program & walk-ups"

"Community Lutheran Church 420 Drever St"

"Rodeway Inn 12-4pm walk-ins" (817 west capitol ave.)

"West Sac Rideshare"

"The Children West Cap. Youth development, soft skills, resource building, job search, case mgmt for youth 14-25 with barriers to employement"

"Bryte Elementary. Bryte Culinary (construction training)" (#115)

"Not a safe park. gang activity." (#160)

"HCCS" (Below #72)

"Muscle System" (Deportes America Bldg (Kegle Dr))

"3 sisters garden"

"Shores of Hope"

"NCCT" (Above #104)

"CCS MTU" (left of #128)

"currently does not exist community would like it back" (#148)

"exists but needs to be placed an inch to the left of maps where its at on the map" (#78)

"non-existent at this time but community would like to see it built" (#137 & #174)

"Bryte Elementary does not exist" (#115)

"Wrong location" (#151)

"Wrong location" (#150)

"On asset list, shown as pink & should be orange" (#128)

District 4.A - Davis

"Cvs pharmacy" (Between #47 and #2)

"Montessori day school has some after-school who

Appendix 1: Asset Map Updates

then usually go to Birch Land afterschool care"

"Help me grow developmental assessment"

"Empower Yolo"

"Fatherhood & family class"

"Education & Information Academic Improvement Center, 776 G St, Davis. Tutoring services (530)753-0504"

"Int'l House"

"Lead 4 Tomorrow - family program. resilience focused positive parenting program"

"Soltani childcare. Licensed Home Childcare - 6/1 ratio (12 children)" (Roulat St. Davis)

"Park, Permanent Game Tables,etc" (1701 Harvest St, Davis, CA 95616, United States)

"Mental health resources: Yolo County Health & Human Services. (Anderson Rd.) Omnibus Mental Health Associates (A street)"

District 4.B - Davis

"Paul's Place - Homeless Shelter Service"

"CSPP & Fee Based Preschool "

"Driving Service for kids & elders (from school to activities)"

"Homeless Day Shelter"

"Soroptomists"

"Check HHS & State licensing agency for infant, todler, preschool care, facilities"

"Goodwill"

"ASPCA"

"Purple - Three Cafe"

"#67 New DMV"

"Pool" (#88)

"Art gallery" (right of #14)

"Birch Lane School" (1600 Birch Ln, Davis, CA 95618)

"Track field day or dog park" (left of #59)

"Homeless shelter" (552 L St, Davis, CA 95616, USA)

"DaVinci" (Left of #55)

"Valley oak SPED" (Below #55)

"Laundry Mat" (building between M St and #24)

"Grocery Store" (building between M St and #24)

"Goodwill" (building between M St and #24)

"Dollar tree" (building between M St and #24)

"Carer & gang" (building between M St and #24)

"Affordable senior home" (Center of Inner Cir)

"Soccer field & playground" (left of #82)

"Dangerous Tunnel"

"Loop" (620 G St, Davis, CA 95616, USA)

"Bike & Ski" (650 G St, Davis, CA 95616, United States)

"Homeless shelter"

"Taqueria"

"Bike shop"

"N street mini park" (right and above of #101)

"DMV" (right of #67)

"Post office" (2020 5th St, Davis, CA 95616, United States)

"Baseball park" (2500 Research Park Dr, Davis, CA

Appendix 1: Asset Map Updates

95618, United States)

"Sudworks" (2121 2nd St c101, Davis, CA 95618, United States)

"preschool" (between spafford St, 5th St and Pena Dr)

"Public pool location in the park"

"Incorrect" (#3)

"Occasional art gallery by #14"

"Rancho Yolo"

"Home Childcare programs not listed"

"Round house community center" (#11)

"Girl Scout House" (lower right side of park #88)

"Progress Ranch" (just right of corner of regis Dr and Loyola Dr)

"Davis Fencing Academy" (corner of 5th st and Pena Dr)

"Davis diamond gymnastics" (2800 Cowell Blvd, Davis, CA 95618, United States)

"UC ANR Bldg" (below and right of #54)

"Community Center" (Center of inner Cir)

"Mirror Image dance studio. Swim America. Get Fit Davis"

"Student Housing. Could have Section 8" (#61)

"Inspire Martial Arts"

"Special Ed preschool in DaVinci H.S." (#55)

"Suttter healthcare Winters"

"Winters Healthcare"

"Park Winters"

"Yolo County foodbank"

"Winters Hotel Carboni's"

"City Park Wooden Park"

"Chuy's Green River"

"Ace Hardware"

"Upper Crust Bakery"

"Mariani Nut Company"

"Winters Educational Foundation"

"Winters Parent Nursery School"

"Winters Dr. Ed. Anderson Optomitrist"

"Pisani's"

"Winters Participation Gallery"

"Winters Community Pool"

"Winters Little League"

"Ayso Soccer"

"Creek Walk"

"Friends of Winters FFA"

"Winters Music Boosters"

"Winters Museum"

District 4.C - Davis

"Library" (below and right of #63)

"DPNS Danbury" (below and right of #63)

"Montessori" (#77)

"Afterschool" (#77)

"SLSC Education by Albany ave"

"Montgomery is here (Move #63)"

"Dee's Wonderland Home Based by Albany"

Appendix 1: Asset Map Updates

"Davis parent nursery school - more info on survey" (1441 Danbury St, Davis, CA 95618, United States)

"#62 Peregrine school moved to new address on Lillard"

"Bike Tunnel"

"Charity Us or Holy U next to #50"

"Play structure near #92"

"Batting cages" (below #93)

"Electric car charger" (above #51)

"YoloCares" (#62)

"Public Tennis" (#97)

"Ayso Fields" (#97)

"Pickle Ball" (#97)

"Sand VolleyBall" (#97)

"Dog Park" (#97)

"Coffee Shop Gathering Space"

"MH Park"

"Peregrine" (2650 Lillard Dr, Davis, CA 95618, United States)

"Chargers" (corner of Drew Ave and Cowell Blvd)

"Pacifico"

"El Muredo pharmacy is closed" (#44)

"Very limited public library hours" (near #77)

"Davis Bridge"

"Move to correct location" (#63)

"DPNS Davis Parent Nursery School Missing"

"Rocknasium climbing gym" (720 Olive Dr S, Davis, CA 95616, United States)

"Haircut great clips" (Above #4)

"Kids park" (#97)

"Village Park" (#96)

"DPNS" (#64)

"Marguerite Montogomery and Yolo County S. Davis Satellite" (#63)

"Tesla Chargers" (#51)

"ATM only. Move no. 4"

"Market next to In and Out Burger"

"Kids rock climbing gym"

"Jon Natsolons Art Gallery"

"non emergency medical offices only" (#50)

"Unsure which school currently occupies this space" (#62)

"not k-12 non-profit private elementary k-6" (#62)

"Not a full service bank (just ATM)" (#4)

"RISE"
"Ayso"

"Wrestling"

"Shakespeare"

"Little league"

"Basketball"

"Jr. Wakricks FFA"
"Football Cheerleaders"

"Food"

"Mental health"

"Child program"

"Public library"

Appendix 1: Asset Map Updates

"Yolo art"

"Youth day"

District 4.D - Davis

"Legacy" (right of #109)

"Willowbank park cottonwood CT" (Below #105)

"Move lower right to #52" (#70)

"Cvs pharmacy" (left and next to #52)

"Atlantis playground corner of atlantis dr & pastal may"

"Tender learning care. Preschool & childcare program" (1818 Lake Blvd Davis)

"Fire dept. is at NW corner of Cowell / Mace intersection" (#69)

"First 5 Yolo moved - no longer at Mace Blvd" (#36)

"EMQ families first closed years ago!" (#61)

"Woodbridge Mini Park" (925 La Paz Dr, 95618)

District 5.A - Esparto

"ATM"

"AA services"

"Post office"

"Esperanza apartments"

"The farm shop. Farmers market"

"Warren Ing"

"Esparto Junior Spartans" (above and right of #115)

"Esparto Community services district" (26490 Woodland Ave, Esparto, CA 95627, United States)

"Native minds"

"Old train station"

"Farmers market"

"Fitness forever"

"scout cabin" (below #147)

"childcare center"

"Head start" (left of #81)

"Capay Valley Health Center" (below #138)

"walking trail"

"walking trail"

"Country ville mobile estates"

"Antelope Apartments low-income"

"Esparto Junior spartans"

"Farmers market / farm stop Woodland Ave & Yolo Ave. Thefarmstop.com"

"Old train station. train cars"

"VFW Building" (#2)

"Esparto community services district"

"Pool, wade pool, softball field, basketball court, walking trail, soccer field" (#193)

"Sunday food distribution at 10am" (#81)

"Chamber of commerce"

"Low income apartment missing on map"

"CMC. No in-person appts only telehealth. In person has to go to Dixon or Davis" (# 160)

"Esparto little league Natasha Lopez"

"AYSO Carl Gorolo. EJS, Kyle Green, Wrestling Club, Jeff Farnham"

"Esperanza Crossing. Low income housing, meeting room, afterschool care for residents Mon & Wed"

Appendix 1: Asset Map Updates

"Catechism @ St. Marks"

"El toro meat market - economic"

"Ravine Restaurant - economic"

"Valley foods market - economic"

"Lucy's cafe - economic"

"Hog canyon restaurant - economic"

"Maxica one pop-up farmers market - economic"

"Water district office - basic services"

"Esperanza apartments - basic services"

"Valley voice education & information"

"Twinkle" (#156)

District 5.C - Yolo

"Yolo Market" (14214 1st St, Yolo, CA 95697, United States)

"Weekly food giveaway"

"Monthly food giveaway"(14138 2nd St, Yolo, CA 95697, United States)

"Fantastic new library. Huge asset yet to be fully utilized."

"Yolo housing authority complex with a lot of children in need of services"

District 5.E - Woodland

"Church Adventist" (right of #69)

"Dutch Bros" (purity plaza)

"Dollar Tree" (West Court Plaza)

"Big LoTS" (West Court Plaza)

"In shape" (West Court Plaza)

"Move #55 to left of #165"

"Yolo community care continuum" (below #141)

"Yolo land trust" (Left of #145)

"Laundry mat" (West Court Plaza)

"Cesar Chavez highschool" (# 122 & #123)

"County Operated supportive housing" (#55)

District 5.F - Woodland

"Add California Human Development program" (1280 Santa Anita Ct. Suite 180)

"Velocity Park not Duback Park"

District 5.G - Woodland

"#65 bought by other group"

"Woodland farmers market" (Above # 132)

"Post office" (above #140)

District 5.H - Woodland

"Food bank distribution"

"Craft fairs"

"School trust museum"

"DMV"

"Laundry mat"

"WCC garden master childcare gardens education" (right of Pioneer HS (district 3))

"Pioneer HS Drama Dept. Education Track & Field / Sports" ((district 3))

"Kumon Tutoring Center" (below #12)

"Family childcare"

"Church of Later Day Saints: community, possibly child care"

"Afterschool Program A+Tafoya" (Below #113)

Appendix 1: Asset Map Updates

"Catalyst Kids childcare not church! not called Catalyst Woodland either (Below and right of #113)

"New York Pizza. games & prizes & birthday parties" (county Fair mall)

"North Indian Valley Health Center: vaccinations, mental health, low cost healthcare, diversity" (county Fair mall)

"Walking path, playground, bathroom" (# 171)

"not accessible"(# 177)

"Family childcare"

"After school programs" (Below and right of #173)

"Childcare center (don't know the name)" (Below #156)

"Walking path, free exercise equipment, basketball court. picnic area. City rec program in sciences" (#172)

"Adriana's Daycare. Family home daycare" (1834 Rominger Ct.)

"Yuba/Woodland College child development center" (Woodland community college)

"Add indoor youth recreation center mall" (County Fair mall)

"Public pool rear to Pioneer highschool"

"Affordable childcare provides agency for provides subs for independent childcare centers"

District 5.J - Knight's Landing

"Fruit stand"

"fire station"

"Public park, Will include picnic tables, soccer fiels, a basketball court, irrigation system. Scheduled to be complete in 2024"

"#97 unsure about a "care group home" from my knowledge just a low income apartment for elderly"

"#167 Boat deck - Full of rundown cars not safe for anyone"

"#86 not sure if this exists"

"#130 limited hours, unsafe, limited resources, extremely small"

"#118 no preschool is offered at this site closest preschool is a 10-15 minute drive"

"fruit stand"

"no teen parenting classes, no parenting classes, no children development. Some but limited hours" (#103)

"UC Davis one Health Clinic 1st & 3rd Sunday of the month" (#103)

"Food bank every Thursday. Sewing group Tuesdays. Calfresh & medical enrollement. Outsourcing child development screening maybe Thursdays" (#103)

District 5.K - Northern Yolo County

"Bank of the West. only have an ATM. Esparto"

"AA for spanish speakers"

"new season"

"AYSO soccer"

"Rumsey improvement club"

"dollar general"

"esparto little league"

"capay valley vision (non-profit)"

"holy canyon"

"lucy's"

"WIC"

"fitness forever"

"mercy housing (affordable housing)"

Appendix 1: Asset Map Updates

"Daycares only 1 in the list"

"No school in Dunnigan"

"Childrens programs @ esparto library"

"Caregiving"

"Esparto High School theatre"

"Dunnigan comm. park play equipment for small children + teens"

"(Tana) Art/culture gallery
Taller arte del nuevo amanecer 1224 Lemen Woodland"

"Catholic charities of Yolo - Solano (Free immigration legal services)" (Woodland)

"Children's therapy center. Alta Regional, Health and Human services" (Woodland)

"Corner Drug. Main St in Woodland'

"Public golf course Wild Wings (B/W Woodland + Esparto)"

"Center for autism and related disorders (CARD) on Main st Woodland"

Appendix 2: Missing Assets & Services

Appendix 2: Missing Assets & Services

Activity 2: Missing Assets & Services

District 1.A - West Sacramento

"QR code at bus stop to provice SES access for low income"

District 1.B - West Sacramento

"DV shelters"

"a receiving home for youth"

"catholic charaties"

"immigration/advocacy"

"high quality preschool"

"affordable housing for families"

District 1.C - West Sacramento

"more social /associational"

"more cultural & artistic"

"more individual development"

"summer programs for kids in the park"

"after school programs"

"skate park kids engagement activities"

District 1.D - West Sacramento

*"Water Park" ["parque acuatico viviendas"]**

"Help for my community Bryte Ave" ["ayuda para mejor mi comunidad Bryte Ave"]

*"More than 5 years here and 3 sisters has not been recognized" ["mas de 5 anos aqui el 3 sisters y no lo han reconocido"]**

*"Parents committee Broderick & Bryte association" ["comite de padres Broderick & bryte neighborhood association"]**

*"More land for the growth of plants and vegetables like the one at 3 sisters" ["mas terrenos para el cultivo de plantas y vegetables como el de 3 sisters"]**

*"Gardens like the 3 sisters. Nature stuff, plants" ["jardines como el 3 sister's. cosas de naturaleza, plantas"]**

*"Well taken care of parks, benches" ["parques bien arreglados. banquetas"]**

*"meals at schools" ["comidas en la escuela"]**

*"Center where children learn how to cook along their parents" ["centro donde los ninos aprendan a cocinar junto con sus padres"]**

*"Homeless. Exercise machines in parks. Benches. Mentors. Robotic science" ["homeless sin hogar. maquinas de ejercicio en los parques. banquetas. mentores. ciencia robotica"]**

"aging and adult services (possibly existing & uncertain)"

"green spaces parks (break up in industrial zone)"

"modernization of mobile home park surrounding areas"

District 1.E - West Sacramento

"everything but churches and parks please"

"comunity gathering spaces"

"public learning spaces"

"trail heads"

'more community center"

"more cultural & artistic"

"After school programs"

District 1.F - West Sacramento

"traffic concerns from amazon & industrial areas"

*Comment originally in Spanish

Appendix 2: Missing Assets & Services

"connect to BWI & RC"
"community connection to 11,39,124,130"

"what is the outreach and integration to 23?"

"what data based are you using to pull up asset map key? why is it?"

"contact justine jimenez for the list of all quality family childcare so they can be represented in the asset map"

"cultural exposure needed in this district"

"family owned restaurant - not franchises"

"trader joes"

"teen-focused programming"

"more access to private family childcare. community"

"needs to home more assets to information"

"more summer camp options (free) because its not affordable for many families"

"teen rec area & program with supervision"

"we need UP4WS with preschool vouchers to return like in 2005"

"chlidcare facilities in new neighborhood developments"

"childcare facilities that keep uo with housing being built"

"in-school counseling 9mental health, anger mgmt, etc.)"

"babysitting training for youth"

"crisis line for families who need assistance outside of the police force to assist in crisis"

"inclusive (special needs) preschool programs w/o income requirements"

"community-building incentives or comm service map with comm rep"

"sponsored initiative for community building"

"accessible parks (hardscape paths for walkers & wheelchairs)"

"specialized preschools"

"dispatch of mental health/special needs experts rather than police/fire fighters"

"supplement program for private schools if public schools font fit fam needs"

"transportation for services for low income households"

"universal TK/preschool is wonderful that we need family childcare/private provides to be advertised and represented by the district as a choice too"

District 1.G - West Sacramento

"childcare"

"with new development - new schools"

"theater or performing arts center"

"sports facility"

"movie theater"

"sports coaching services"

"entertainment for middle school: skate park, teen"

"center, laser tag, mini golf"

"music class for teens, piano, guitar"

"broaderick area public pool and water park"

"shaded outdoor play areas"

"indoor multicourt basketball facility or outdoor soccer fields complex. sun sports tournaments, attract business for local restaurants"

"splash park safe one, less concrete"

"mental health services"

Appendix 2: Missing Assets & Services

"another library"

"pumper fire truck"

"assisted living home"

"public transportation options"

"optometry services"

"tutoring center or kumon"

"pediatric health care"

'legal aide services"

"trader joes"

"uplift karate"

"ampitheater / outdoor music /farmers market area"

"indoor jump park / playground. mygym. busykidz accessible rec center pool etc for youth Pryte"

"art studio for kids"

"music classes for kids"

District 1.H - Clarksburg

"parks"

"swimming pools"

"grocery stores"

"gas station"

"restaurants"

"need street lights"

"pool / rec area (fund raising happening)"

"bridge to (5) zoo"

District 2.A - Winters

"indoor sports complex"

"community center meeting space"

"softball facility at the highschool"

"summer camp complex with programming"

"extra activities for childrens"

"walmart store"

"utilize community center for public"

"open up spaces for free public use"

"money spent on facility (grounds) upkeep"

"creek upkeep - clean up"

"grocery store - trader joes"

"sports complex"

"skate park"

"public lake access (lake berryessa)"

"farmers market"

"movie theater"

"splash pad park"

"walking / bike path"

"money spent on people (tutors, program leaders, coaches, afterschool program teachers)"

"bilingual classes for toddlers and up"

"school growth (more schools)"

"gymnastics for toddlers (classes)"

"physical outdoor activities for kids & adults"

"self defense classes for women"

"dance classes. more yoga & mindfulness"

"wellness centers in all schools"

"youth center"

"movie theather"

Appendix 2: Missing Assets & Services

"toddler activities (dance, swim, music, etc)"

"montessori preschool"

"yolo housing - all the supports - fix parks, nets, outreach awareness, mental health"

"volunteer opportunities that can be accessible and approachable (volunteer center)"

"youth center"

"farmers market"

"more fulltime childcare"

"water park"

"access to: theater, arts, museums, k-12 summer"

"youth leadership classes job placements"

"more activity in spanish for elderly"

"computer classes and other courses for spanish"

"4H & FFA"

"need a more clear / consise tagline on what roadmap to the future is"

"can we leverage resources from other cities of yolo to bring to other communities"

"cannot be only an online tool, hardcopy or kiosk would be options"

"what is the role of ycoe in winters & with roadmap"

District 2.D - Davis

"integrate social emotional arts into all schools"

"fairfield elementary has no afterschool or hot lunch"

"designated native ca habitat area in all of our local parks. example: mace ranch community park-habitat area"

"designated "green school yard" in our schools with ca native habitat"

"Staff to support youth programs"

"Drivers Ed"

"Sports complex"

"Skate park"

"Community center"

"Infant care"

"Splash pad"

"Indoor sports activities"

"Transportation - advertising hours / bus schedule"

"Family center recreation"

"Community & youth programs"

"Technology center focused on community education"

"City run programs - recs dept"

District 2.E - Davis

"More afterschool & childcare"

"Language courses for adults"

"more cultural arts facilities"

"childcare database at city level & city coordinator role"

"summer camps that last more than 1 week and are full day"

"mental health training for adult leaders of kids activities"

"art for 0-5 aged kids"

"trade & CTE for students & young adults"

"affordable housing"

"bike & bus / bike school"

Appendix 2: Missing Assets & Services

"more frequent & distributed bus/rail connections to SAC & Amtrak
post-secondary college training for every young adult"

"shared community / office space for community groups that serve youth (phonix, coalition, etc.)"

"trades workers role models. construction & labor mechanic"

"winters education foundation scholarships"

"add a bike trail or bike trail or garden to the apartments"

District 2.F - Davis

"Cheap legal services"

"Food pantries"

"Free childcare before & after school at all schools"

"Free summer programs"

"need soccer fields in winters need bathrooms in parks."

"need little league parks in winters"

District 2.G - Davis

"Classes & location for school / college exams"

"Program like Welcome Baby but with babysitting for new parents"

"Affordable low cost daycare & preschool"

"Drop in care for parents with sick kids"

District 2.I - Southern Yolo County

"farmers market"

*"Community plaza" ["plaza comunitaria"]**

*"Low income housing" ["casas de bajos ingresos"]**

*"Painting classes" ["clases de pintura"]**

*"Social services in Winters" ["servicios sociales en winters"]**

*"Soccer fields" ["canchas para futbol"]**

*"Swimming lessons" ["clases de natacion"]**

*"Cultural center with accesible classes" ["centro cultural con clases accessibles"]**

*"Community pools for all people and year round" ["albercas comunitarias para todas las personas y todo el año"]**

*"sport fields for youth" ["canchas para deportes para jovenes"]**

*"Better wages for teachers" ["mas sueldos para los maestros"]**

"bilingual services"

*"Services that take medicare" ["servicios que acepten el medicare"]**

"assistance with EDD/medical/SNAP application in spanish"

*"Bigger museum to visit" ["museo mas grande para poder ir a visitar"]**

*"Financial help for agricultural work" ["ayuda financiera para trabajos agricolas"]**

*"Art center for children and youth" ["centro de arte para niños y jovenes"]**

*"More security in schools" ["mayor seguridad en las escuelas"]**

*"Help for inmigrants, most inmigrants don't have any help from the country" ["ayuda para emigrantes. la mayor parte de los emigrantes no tienen ayuda de parte del pais"]**

*"English lessons for adults. Like libraries but year round" ["clases de ingles para adultos. como las bibliotecas pero todo el año"]**

*"Cultural classes - music, dance, tech" ["clases culturales - musica, baile, tech"]**

*Comment originally in Spanish

Appendix 2: Missing Assets & Services

"school counselors"

"school aids"

"urgent care"

"affordable infant care"

"senior center"

"mental health"

"transportation"

"affordable housing"

"family resources"

"academic tutoring"

"youth center/child care that is affordable"

"youth center that can support to acquire skills for their future (career center)"

"bigger family resource center. more staff"

"more support for our students academically. homework clubs, reading clubs"

"support for our sentior citizens (transportation, activities)"

"affordable housing. affordable childcare"

"more jobs"

"senior center & transportation"

"school aids"

"academic tutoring"

"less teacher turnover"

"school counselors & mental health clinics"

"water park"

"skate park"

"new or additional school to accomidate the growing community"

"mentorships"

"senior center"

"dance, karate, gymnastics - cultural and artistic"

"sports complex maintenance of fields pools, etc"

"youth, tutoring, after school programs"

"mental health services"

"after school counseling"

"teen center"

"winters community center sports complex w/o divit holes for injuries"

"need resources focused on family access / engagement with our natural outdoor open spaces"

"putah creek nature park needs ongoing mgmt, habitat restoration, outdoor event coordination"

District 3.A - Woodland

"Bike path safety on hwy 16"

"No transportation services "yolobus"

District 3.B - Woodland

"Social activities. Softball, artistic (paint, dance, art)"

"Soccer fields/athletic fields. social activities. Skate park."

District 3.C - Woodland

"Investment in Special Ed & Mental Health"

"Youth mental health & wellness services"

"More special ed support & services"

District 3.D - Woodland

"More recreational activities to stay busy"

Appendix 2: Missing Assets & Services

"places for them to hangout that is safe"

"A quiet place for students to study"

"Mental Health services for youth"

"transportation for after sports"

"Youth mental health service. Free afterschool program"

"Youth mental health services"

"More preventative gang intervention for youth. WPP"

"Mental health services for famillies - put them in the WJUSD office hours +/- 3pm to 8pm & Saturdays. Use MS/MSW interns from WCC. See Karen Bayne for info"

"You can also use mental health interns to go into the K12 schools (esp K6) afterschool & provide counseling in classrooms. AKA community schools"

"Can you find a robust summer school enrichment & remediation program for K8? All kids would get both enrichment and remediation. Open to all kids, not just those who are failing."

"Dependable WiFi - dont use the us definition metric: can 3-5 people be on Zoom at the same time (during the pandemic was impossible)"

"Can we pass a tax fund PK for all? Can we passa tax fund all extracurricular activities for under 19's (sports, clubs, music, theater, etc.)"

"We know CoW has scholarships for older kids are uncomfortable having parents ask for scholarships so they say they don't want to do activity anymore = boredum & gangs"

"Another community pool water area for the summer"

"Transportation: Do YoloBus times correspond to 7-12 start/end times? Would be helpful"

"Every school needs after school programs J"

"Help/support for citizens to navigate the court system and help them find affordable support"

"Community gardens"

"Scholarships awareness bring such information to parents with need to help children and youth have the opportunity to enjoy sports and learn to socialize"

"Nutritious foods/meals"

"Strong support for divorced parents and children"

"Free summer programs - special needs activities (sports)"

"Improve communication from services in our city to our families"

"Activities for parents to help them "unwind" especially those involved / engaged in some kind of abuse"

District 3.E - Woodland

"Transportation on MicroTransit to get to city and recreational activities"

District 3.G - West Sacramento

"Hiking trail / Bike Trail"

"Sports complex"

"Foster Homes - Yolo county places dependent foster children in far palces like Barston, Bakersfield, Arcata"

District 3.H - West Sacramento

"Park extension and pool for community members"

"Paid youth opportunity"

"Resource, program, activities provided to community members (flyers, social media, etc.)"

"Wellness center for homeless or shelter in west sacramento for food, resources, drop-ins or bed/ warm/coding"

"shelters in west sac - care court prep w/ peers for serious mental illness"

Appendix 2: Missing Assets & Services

"more cafes & coffeeshops/restaurants in the bryte/ broderick neighborhoods"

"There is a need for cultural artistic assets"

"YMCA"

"Afterschool enchiment program"

"Community center"

"Sports complex"

"Financial institution where are the ATM's"

"Options for grocery, affordable options to buy food"

District 4.A - Davis

"Smaller class sizes!! Especially Elementary"

"Neighborhood social workers who provide resources & hubs for services and information"

"Full time mental health counselors for school age children"

"Very young - baby care for working moms. Infant care"

"Mental health support in teen years"

"Free or low-cost childcare services catalyst is difficult to get into and has a fee which is a hurdle"

"Affordable mental health services for children, youth & families"

"Stop treating people differently"

"Teen center"

"As important as good partnership is to the Roadmap, it doesn't seem to be called out in the materials - under Basic Services, H&H Services or elsewhere"

"More & different & more diverse parenting groups, more community. People supporting each other. iHouse had one."

"Native plant @ garden i.e. Slide Hill Park"

"Free after-school academic tutoring so many kids at the elementary junior high and high school are failing academics. It becomes part of a kid's self image. We need to help!"

"Lack of assessment early for children - schools miss it often, large group care misses it"

"Universal at the Hospital Assessments"

"More coordinated summer programs"

"Need to move after school programs"

"ACE's draining / pos. parenting at Birth Centers"

"More activities in parks"

"Affordable child care"

"Find ways to pay childcare workers, critical"

"free computer lab with hot spot"

"mental health services"

"a transportation system via in West Sac. to help give safe, affordable, direct transportation"

"Community College with dorms & drop-in childcare"

"Teen drop-in center in Davis"

"Work skill training"

"Drop off childcare example - Kids Park"

"Mental health - particularly for teens & children"

"Support for famillies - Marriage"

"Mentoring - big brother / big sister"

"Smaller class sizes. Pay teachers more please"

"Very visibly gender affirming health care services so people dont have to research it to know it they are safe"

"More summer camp programs"

"More tutoring in schools"

Appendix 2: Missing Assets & Services

"Need additional (sliding scale / more access) to afterschool programs (childcare)"

'Access to City of Davis summer programming (need more) & variety"

"Parent Education"

District 4.B - Davis

"Summer activities for indoor during summer heat"

"Free resources for families to share closet. FRC?"

"Indoor spaces for kids & families to play"

"Crossing guard near #59"

"More fun things"

"Free / accessible camps"

"Childrens science or play center"

"Closed safe places for kids to run freely outside"

"Affordable & available aferschool. Especially Wednesday"

"Place for free exchanges (yarn)"

"Free pool access"

"Indoor spaces for kids with AC"

"ADA accessible playgrounds"

"Special education services are difficult to access in Yolo County"

"Teen center. Roller rink hangout for teens'

"Smaller class sizes!"

"love and logic or other behavior, social, emotional training for parents with young children"

"More social workers in schools"

"Cross-cutting assets are needed. Specifically for individual development for parents in public schools that can address behavior challenges observed in public schools"

"Assessment of asset quality"

"Life skills classis in the Davis School System"

"Student work program"

"Orthodontist"

"Affordable dining for famillies"

"Building space for addt'l services"

"Bookstore"

"Art Supply"

"Cultural & Artistic - Art Gallery"

"More community organization"

"Add'l center-based early learning program"

"Affordable childcare center"

"Shelters"

"Alcoholism treatment program"

"Drug rehabilitation"

"Adult sports program"

"Outdoor sports facility"

"Funeral services"

"Veterinarian"

"Private school"

"Medical supply"

"Add'l parking"

"Hearing services"

"Transportation Uber/Lyft/cab service"

"Egypt"

Appendix 2: Missing Assets & Services

"Eye care"

"Dentist"

"Pediatrics"

District 4.C - Davis

*"Food bank" ["Banco de comida"]**

*"Infant childcare" ["Cuidado de niños para infantes"]**

*"Veterinarian clinics" ["Clinicas veterinarias"]**

*"Transportation" ["Transportacion"]**

"Dog Park"

*"Mexican store" ["Tienda Mexicana"]**

*"A library" ["Una Biblioteca"]**

*"A center where youth can gather to socialize and share" ["Un centro donde los jovenes pueden reunirse para socializar y convivir"]**

"Urgent care or walk-in clinic"

*"That there are people that are able to understand and help the Latin community so they can know about the places that offer help" ["Que haya personas que pueden entender y ayudar a la comunidad Latina para que sepan de los lugares que ofrecen estas ayudas"]**

*"Kaiser, is only private but it should offer service to other types of insurance in case of emergencies or for patients who require a medical service" ["Kaiser, etiende solo privado, pero deberia de ofrecer servicio para otros tipos de aseguranza en caso de emergencia o pacientes que requieren un servicio medico"]**

"Bathroom for preschoolers and a playground"

"Community Psychology"

"Correct the information"

"Affordable Senior Housing (own & rent)"

"More childcare in South Davis"

"Affordable Housing"

'Parent classes / parent support"

"Accessible childcare (0-5 yrs old) Including: private centers, family childcare, public"

"Better security on GreenBelt"

"Library in Walnut Park"

"All day childcare"

"Childcare"

"Travel sports"

"After school program"

"Youth to one"

"State to perform"

"Water park"

"Special needs programs"

"Farmers market"

"Performancce center"

"Adult classes"

"Pool"

"Grant writer"

"P.A.L."

"DJ class"

"Tutoring"

"Adult care"

"Youth coordination"

"Volunteers"

District 4.D - Davis

"Job preparedness class at DHS"

*Comment originally in Spanish

Appendix 2: Missing Assets & Services

"Fiscal literacy class"

"Basic musical education for 3rd/4th graders before taking instrument. Leard to read music in bass/alto/ treble, dynamics, notation, etc".

"Internship opportunities"

District 5.A - Esparto

"Gas station, community center (indoor), clinic, restaurant, urgent care, new park, football field"

"Road improvements, affordable housing, sidewalks, ADA accessibility @ HS, police dept., mental health adults"

"Women's services"

"street lights & sidewalks"

"houses"

"gas station"

"restaurant open on Monday & Tuesday"

"Extended hours medical pharmacy dental mental health"

"Extended hours for pool"

"hiking / bike trails"

"sports track"

"first 5"

"Ferral cat control"

"Special Ed supports"

"Academic enrichment"

"Social Services"

"Veterinarian"

"Bank & financial educational"

"School resource offices"

"Affordable Childcare"

"Spanish language liason"

"Adult school opportunities - job training"

"Increased mental health services (we know it is coming)"

"More manageable transportation in and out of Esparto Capay valley and Madison (via west sac)"

*"Clases for ladies "cooking"" ["clases para señoras "cocina""]**

*"Inmigration information" ["informacion de migracion"]**

*"Recreational park for children" ["parque recreativo para niños"]**

*"Gas station" ["gasolinera"]**

*"Educational programs" ["programas educativos"]**

*"Local bank" ["banco local"]**

*"Pharmacies" ["farmacias"]**

*"Notaries" ["notarias"]**

*"Beauty salons" ["salones de belleza"]**

*"Bakery" ["panaderia"]**

*"Accesible event rooms" ["salones de eventos accessibles"]**

*"Street fixings" ["arreglas las calles"]**

"kids park"

*"ESL - more advanced english classes" ["ESL - mas clases de ingles avanzadas"]**

"body shop"

"more restaurants"

*"A bowling center" ["un boliche center"]**

*"Community college" ["colegio communitario"]**

*Comment originally in Spanish

Appendix 2: Missing Assets & Services

*"UPS office" ["oficina de ups"]**

*"More public lighting" ["mas alumbrado publico"]**

*"More workshops, like woodshops, cooking, etc" ["mas talleres, como carpinteria, cocina, etc"]**

*"An entertainment club for youth" ["un club de entretenimiento para jovenes"]**

*"Cultural activity center for youth and children, afterclass" ["centro de actividades culturales y mas para los jovenes y niños despues de la clase"]**

*"More businesses, cultural center" ["mas negocios, centro cultural"]**

"sidewalks on all esparto"

*"Sports camps for youth" ["campos deportivos para jovenes"]**

"more jobs"

*"Parks for small children. Places for youth to have activities" ["parques para niños pequenos. lugares para que los jovenes tengan actividades que hacer"]**

.

*"Health insurances of low cost and people that are elegible for a social security" ["seguros de salud de bajo costo y personas que sean elegibles por un seguro social"]**

*"Places to go on walks. Clothing stores and Walmart food stores" ["lugares para hacer caminatas. tiendas de ropa y tiendas de comida de walmart."]**

*"Benches in the areas where benches don't exist" ["Baquetas en las areas que no existen banquetas. rampas en las banquetas"]**

"financial insitution. better education on school programs"

*"Internet, pharmacy, transportation" ["internet. farmacia. transporte."]**

"autoparts store. big grocery store."

*"Art classes. Health clinic" ["clases de arte. clinica de salud"]**

District 5.C - Yolo

"very limited food - almost no fresh vegetables or fruit except weekly/monthly food give away"

"Yolo housing authority complex with a lot of children in need of services"

"no gas station"

"no school - cache creek high only - which is a continuation school"

"no recreational or social groups for youth - must go to Woodland. Even 4H - youth must go to Woodland (or possibly Zamora) 4H"

"no social services library to have computer access to apply public assistance"

"healthcare - no healthcare or dental care services or transportation to area services. no pharmacy."

"internet - very poor internet service except for high cost Star Link"

"No newspaper delivery or availability both daily democrat & sac. bee discontinued paper delivery within the last year"

"no recreational activities for youth except small play structure at yolo housing authority youth must go to Woodland for all sports"

District 5.D - Woodland

"Daycare / preschool"

"Basic needs"

"Transportation"

"This community could benefit from "community schools" model: basic needs"

District 5.E - Woodland

"Green spaces"

"Bike paths"

"Dog parks"

*Comment originally in Spanish

Appendix 2: Missing Assets & Services

"Teen center's"

"Free & accessible mental health for ALL children / despite insurance type"

"Parent/classes/ed./resources"

"Quality sporting leagues that a cost accessible for families"

"Parks or play structures in complexes"

"Free programming @ community senior center"

"Community outreach: about add. services within "asset types'

"Food closets, emergency response services".

"Transportation, farmers market."

"Emergency response (police, fire)"

District 5.F - Woodland

"Family home childcare providers"

"Indoor soccer arenas on industrial area empty warehouses"

District 5.G - Woodland

"Indoor swimming facility"

"Transportation - school buses - especially jr & sr high"

"Indoor physical education or play (parks, trampolines, skating rink, etc)"

"Special needs childcare places (non-school hours, winter/summer breaks, afterschool)"

"Tutoring services for all ages"

"Staffing issues for afterschool programs"

"Summer programs for special needs kids - affordable"

"More programs for autistic children - special needs therapy"

"Greenbelt walking & biking path. Woodland has none. 5 miles or so."

District 5.H - Woodland

"More city activities at Pioneer Park like the movie they showed last summer"

"Bike paths that are safe to get to downtown Woodland"

"Community orientated place that provides good quality childcare for parents who need childcare but not all the time"

"more afterschool programs in the neighborhood"

"Daycare @ woodland community center on a regular basis lots of activities but no childcare so parents might not be able to participate"

"Resource center info about health services, employement services, chicldcare, etc. City services."

"Animal friendly category?"

"Native plant gardens"

"Human services for unhoused"

"Relocate the jail away from town"

"Spanish mental health therapists"

District 5.J - Knight's Landing

"Bigger community center"

"Highschool student afterschool activities/sports - soccer teams, etc."

"Healthy, safe place to go afterschool for all ages"

"indoor space to go if weather is bad, available on weekends can include board games, computers, homework support, weekly meetings/check-ins"

"Flexible transportation for HS students to and from Woodland (no way to get bacj to KL except school BLS0 so that they can do healthy & safe afterschool activities"

Appendix 2: Missing Assets & Services

"Community events - there are none!"

"No safe crossing at the school - very dangerous for children - it is a highway!"

"Need a health care clinic - like what is being built in Esparto - we have nothing"

"WiFi - almost no access"

"Youth services"

"Transportation. Expand Your Ride microtransit resources. Keep prices $1/hr"

"Power outages. Electricity goes out with slight winds. Leaving KL with no food supply, no school, no internet"

"healthy food resources (no grocery store)"

"Special ed. resources, early intervention"

"No community gathering events"

"preschool desperately needed in our area. Childcare needed in our area"

District 5.K - Northern Yolo County

"gas station"

"Esparto school district - migrant education program"

"mobile food options for house bound"

"groceries & hygiene products (support parents)"

"accessible playground"

"sidewalks (safe kids need safe walking paths)"

"fresh fruits & veggies (we are in farm community)"

"kids recreational (dance, martial arts, art programs)"

"0-5 early education program (head start, help me grow)"

"WIC local social service office"

"LGBTQI+A community support"

"STEM programs"

"Performing arts programs"

"trauma informed classes/groups"

"mental health for "spanish-only" families"

"bullying prevention @ programs schools - Esparto"

"substance use educational/treatment"

"raising kids parent programs"

"perinatal education - Esparto"

"Infant mental health"

"0-5 early intervention prevention / 1.e. childmal treatment"

"Esparto parent education"

"investment educational services (financial planning) Esparto"

"Higher education/satellite campus"

"Accessible sidewalks/lighting"

"Yolo federal credit union. Bank"

"Not enough rentals for families"

"Fast food"

"Youth & senior programs/ youth employment"

"Veterinarians"

"Preschool programs"

"Early child development"

"Place of worship"

"Youth leadership facilities"

"Youth engagement"

Appendix 2: Missing Assets & Services

"Rec 2 Go for kids/youth"

"Grocery store"

"Day care"

"Pizza restaurant"

"support with learning, homework, etc"

"Bus serve rural areas (Yolo/Dunnigan)"

"Mental Health + health services"

"Where's the taxes/profits from pilot/arco/chevron (gas stations) going?"

"Under serviced area schools in Dunnigan/Yolo/ Zamora removed"

"Encourage more community friendly commerce/ services"

"Library services - book mobile"

"Youth sports"

"Funding for "boystown press" (google it) resrouces in every school/library"

"Recto Go. Transportation equity. Take opportunities to the youth in rural areas"

'Book mobile"

"Youth sports"

"Expand the community park with more equipment + activities"

"Job opportunities + adult education"

"Youth leadership opportunity, youth engagement"

"Transportation equity - bring services to small rural Dunnigan/Zamora"

"Bring STEM to Zamora/Dunnigan for our youth"

Appendix 3: After Action Review

At the end of each meeting, participants filled out a meeting evaluation. The following are responses from community members to meeting evaluation questions. Questions are in **bold** and responses are in *italic*.

Appendix 3: After Action Review

Meeting Location: Winters
Please list 3 positive outcomes of the meeting.

"1. Learning about the resources that are needed. 2. Learning more about the resources we have. 3. A chance to advocate for needed services/resources"

"1. Meeting new people. 2. Learning about the plan 3. Realizing that there is a lot of missing things"

"Community connectness, learning about resources"

"Gathering members of community together to brainstorm, soliciting community input"

"More accurate update of town map. New ideas to help the community. Helping different perspectives"

"Very clear, very positive, they listen to us"

"Know the services that the community need, observed the mapping the place as well, learn if is possible complete"

"Common goals/wants, community members coming together, being able to express what we need"

"Community coming together, common goals, thinking of the future"

"Connecting the community, seeing a lot of similarities that the community wants"

"Validation that there are needs, hope that things can improve, collaboration"

"Learned more about Winters, saw community collaboration, better understand gaps"

"Hearing the community here is looking for the same things"

"Discussion/learning, awareness, youth development"

"1. I fully understand what this mtg was about/for 2. I feel that many people have the same concerns as me 3. I feel heard and very excited about what we can do for our youth"

"Collaboration, creating lists of needs/wants"

"Met new people, shared concerns, listen to others"

"Community participation"

"Meeting community members - networking. Discussion - opportunity to hear other perspectives. Length of time"

"Chance to update map 2F. Collaborated by community members. Had support for key programs the city also wants"

"Collaboration, asset verification, finding needs"

"Getting input from many different people/ perspectives. We all kind of thought the same. We all worked really well in groups."

"Hearing from community members about needs"

"We all have the same in mind. Family, recreation, dinner, thank you!"

"Open discussion, awareness, engagement"

"1.Opportunity to collab w/community members. 2. A voice in the RTTF project 3. Thankful to be a part of our youth's future"

"1. Positive communication about concerns, desires, needs. 2.Very formal and time respect. 3. Information, engagement, inclusion"

"A place for people to feel heard, met new people"

"Community engagement. Communication"

"Community input was gathered, People felt heard, Comm leaders connected with comm members"

"1. Topics discussed were important. 2. Collaboration was great. 3. Learned about needs I didn't know about"

"Identified needed community resources. Opened the forum to the community and informed parents ahead of time"

Appendix 3: After Action Review

"Allow for brainstorming with others from a variety of backgrounds. Met others in the community. Allow for more supportive ideas."

"Teamwork. Meeting community members. Well facilitated exercise"

"1. Met new people like minded (different ages). 2. Validation we are all waiting a very specific need met. 3. Learned some new positive things about the community"

"Met new neighbors/community members. Heard many ideas repeated - What's this mean? Heard of programs in community I had not known before."

"1. Met many people 2. New Resources"

"I loved everything"

"This collaboration was great! Opportunity to express our needs"

"Good starter conversation. Easy program design:exercises."

"Food was great! Community leaders coming together."

"It was great to be given a chance to speak about our concerns."

"A chance to share our opinions"

"Community visioning. Dialogue"

"1.Great dialogue. 2.Thought provoking"

"1. Community collaboration & opinions 2. Large group. 3. Feels like opinions will be taken seriously"
*"1. I loved that everyone in attendance thinks alike. 2. Every issue that was talked about is important. 3. We all work as a group" ["1. Me encanto que todos los que estuvimos presente pensamos tan igual. 2. Todos los puntos que se tocaron fueron muy importantes. 3. Todos trabajamos en grupo."]**

*"Good information. Our opinions were taken into account." ["Buena informacion. Tomar en cuenta nuestras opiniones"]**

*"We gave our opinion" ["Dimos nuestra opinion"]**

"Having the right people to give us the information. Having these groups. How our district is being helped." ["Tener las personas adecuadas para darnos la informacion.
*Tener estos grupos. Como nos tratan de ayudar a nuestro distrito"]**

"1. We took note of the needs in our community 2. We found out about some resources in our community that we didn't know existed. 3. We came together as a community for the benefit of our children and youth." ["1.Nos dimos cuenta de las necesidades en nuestra
*comunidad. 2. Enterarnos de algunos recursos enn nuestra comunidad que no sabiamos que existian. 3. Nos unimos como comunidad para el beneficio de nuestros niños y jovenes"]**

What are your concerns?

"Funding"

"Funding"

"Lack of funds, not follow up"

"Areas in Yolo county are not all equal. Winters is more in need for example than West Sac or Davis. More attention and resources should be given to these districts"

"That Winters will be in the same category as larger communities (that already have a lot of resources) like Davis and Woodland. Allocating funds by county won't accurately address the gaps in each city"

"I hope they can hear us and work on that"

"With housing population increasing, schools are not. Leads to crowded classrooms, more distractions"

"That we need a lot services more"

"Winters has a lot going for us, but there is still so much that we need and don't have the money for"

"I don't want Winters to grow too large, but also want more opportunities"

*Comment originally in Spanish

Appendix 3: After Action Review

"What are the next steps? How can we accomplish this?"

"The best fit people won't be running the assets, equity concerns, yolo housing will be left out"

"Incorrect map info"

"How will you find the people to make this actually happen? We need multiple ways not just the internet to get the information out"

"How will YCOE be held accountable by community?"

"1. Lack of connection between programs and the people, people don't know what's available to them in the way that they should. No benefit with poor communication. 2. Youth boredom =youth trouble. Keep kids busy and active to ensure they become positive members of the community. Make the programs diverse and equitable"

"Access to services, who is at the table?, how is info being shread out?"

"Not much discussion on equal access/equity. Need to address all citizens of the county"

"Youth voices were not present, cultural diversity needed"

"I participated in a table discussion for an area that I was not familiar with. I was hoping to discuss my city"

"Money for sports park, for parks, etc"

"Asset map key should be in alphabetical order, weird mix of for-profit and not, some lands aren't available"

"That our wishes/goals won't be met"

"Hopefully you really take our comments into actions as necessities"

"That all ""groups"" are heard. Feel like we were missing some groups of people here tonight such as seniors."

"Today, that we didn't voice our concerns for Winters specifically because we were given a Davis map. Next time including a panel of residents by city to look over materials. A big connection can be made by those who actually live in said cities"

"Concern is that all the talk will yield very little action. With so much needed, the amounts of services will not all be accomodated & or prioritized based on elected officials"

"Map at our table did not feel useful, it included only 3 assets"

"Info gathering was messy. I'm concerned you may not be able to clearly interpret everyone's notes."

"Small group/many people in our community are not being represented"

"That there will be no follow up. Due to funding we will see no change"

"How do we encourage our youth to grow and pursue the things that they are interested in."

"Providing community opportunities for success"

"Ideas presented covered a very broad range. Some things attainable, others not (anytime soon)"

"A staff (funds) to support the cause... Liasion connect the resource."

"How to pay for it all? What community desires??"

"Youth programs in Winters"

"Affordable housing for our families"

"Allocations of funds/transparency. Execution.

timelines"

"Yolo county is so large. What will follow through look like?"

"We need more facilities for sports/activities"

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"We need more money, more transparency about what this meeting is about. Follow through"

"Most folks focused on what we'd like to see in the community - not sure that was the purpose of the evening."

"1. All words - no action"

"Do we have enough money to go around?"

*"That our wishes are not fulfilled" ["Que no se cumplan nuestros deseos"]**

*"Safety in schools. Safety in the streets as we have few police officers." ["La seguridad en las escuelas. La seguridad en las calles, ya que tenemos muy pocos miembros de policia."]**

*"Young people don't have activities and can't practice many sports. Drugs in schools. Teachers that get involved with students" ["Que los jovenes no tienen actividades y no pueden practicar muchos deportes. Las drogas en las escuelas. Que los maestros se involucren con sus alumnos."]**

*"Finding out about the great needs of my community" ["Enterarme de la gran necesidad de recursos en mi comunidad"]**

Do you have suggestions for improvements?

"Maintaning communication w/updates"

"We need dedicated people that can focus on grants"

"The initial organization of the event was not very good"

"The asset mapping was helpful but additional maps of Winters would have been nice"

"Have community members check printed maps prior to meeting"
"More schools, more bilingual classes, more merging or population between race and ethnicities"

"Improve the mapping"

"Have more maps of the area you are hosting. I think most people wanted to be part of what Winters needs and not so much what Davis needs"

"More programs for youth, free/ affordable meeting spaces, equity for boys & girls"

"More community gatherings like this, getting the youth involved"

"Table hosts eat before guests arrive, add geographical Q to survey, better map distribution"

"More organized key, needs to be separated by town and groupings of services. Just have maps of the town you are in."

"Making the things we want a desireable thing that people want to help with & be a part of"

"Make these meetings accesible beyond online"

"Please make the ""Roadmap"" reachout/marketing more understandable to all people. I spent the last few weeks calling this event ""The youth thing"" with a hope I would get a better understanding once I participated. Not all people have the time for that."

"More opportunities for discussion & community building, follow through on items-timeline"

"A clear understanding of the purpose of the meeting"

"Focus on needs vs wants & goals both long and short term"

"Organize list of asset key by city and then by type"

"Rural folks were not happy wirh the phone ""mentee"" live polling, it was a turn-off, seemed like a waste of all of our time. Garth's explanation at the end was more effective that the front loading of the why/how of the event"

"Remove live polling, Alphabetized asset map"

"To take in everyone's opinion in and take in our ideas for our community"

*Comment originally in Spanish

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"Yes reach out more to hispanic community"

"Organize list by city/alphabetical. Simplify directions. Have maps that pertain to where participants live."

"1. Isolate series by actual city participants live in 2. Asset maps alphabetized by asset. 3.Include category to list assets city of origin"

"Have maps for specific area, alphabetize asset map ket or categorize by city of your focus"

"Alphabetize asset list, Less time for eating+ chatting -maybe 10 minutes. Start program while people are eating. More time for tables to report out, we all want to be heard. Local leaders (especially School Board members) should not all sit together. Involve the Yolo Youth Commission in this process."

"The asset map key should be sorted by category or alphabetical by asset"

"1.Assets be listed in some type of order. 2. Mix leadership w/the general public tables."

"Create a plan and follow through"

"Actual written instructions on what to do"

"Alphabetize asset map key"

"Place focus on phased approach to bring ideas to fruition"

"Polls should be digital and accesible to the entire community, not just attendees"

"More clarity on the ""how to"" start the exercises. It was a bit unclear here (to me)"

"Youth Center"

"Nice job!"

"Get more local involvement. Higher level of business:leadership involvement."

"More Winters maps"

"More Winters maps. After identifying needs, allow communities to apply (grant style) for funding their projects"

"More maps for the community you are currently in"

"Clarify (multiple times) what we're trying to accomplish through this initiative"

"1. More tables with local maps (Winters) 2. More transparency, re: amount & allocation of funds"

"Transparency of funds. Your ideas of what can be done."

*"Please take into consideration the opinion of our community. Next time only talk about the community or city where the presentation is taking place, it would make things easier" ["Que por favor tomen en cuenta la opinion de nuestra comunidad. Que la proxima vez nada mas se hable de la comunidad o ciudad donde se esta haciendo la presentacion. Lo haria mas facil."]**

*"More safety in schools and parks. Talks for young people in schools." ["Mas seguridad en las escuelas y parques. Platicas para los jovenes de las escuelas."]**

*"Make these needs known to the city, to the school district and to other authorities" ["Dar a conocer estas necesidades a la ciudad, al distrito escolar y a otras autoridades."]**

How would you explain in 2 sentences what we have accomplished at this meeting?

"A chance to discuss resources. A chance to hear the community and hear the resources that are needed"

"Unity"

"Expressed community needs & desires for Winters"

"Solicited community input into needs for our youth. Considered existing assets and missing ones for a more comprehensive account"

"You were able to hear what some of the community needs/wants"

*Comment originally in Spanish

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"This meeting provided Winters residents with the opportunity to brainstorm and discuss what they hope to see in their community in the future"

"We accomplished a common ground of what is lacking, what is needed, and where improvements can be made"

"You were able to hear what some of the community needs/wants"

"Different members of the community came together to come up with common goals for our future. We are bridging between what we already have and what we would like to see"

"Getting yolo county, specifically Winters city to collaborate on what we want to see in Winters"

"Brought together D2 to focus community knowledge"

"It was hard to do more because we were from Winters and given a Davis map. Davis has its own meeting"

"We found what the community is asking for"

"YCOE has been made aware of partial community input. This will act as a catalyst for better supporting youth and families"

"We were able to connect as community members w/ a common goal for enriching the lives of our youth and the next generation."

"Still unsure, came up with a list of needs/wants, reviewed map & resources, made updates"

"This workshop did an excellent job in allowing us to express our concerns and our hopes for this growing community"

"Started the conversation at the local level Winters but need to be Countywide vision"

"Discuss asset that are already in existance. Brainstormed assets that are needed"

"We collected regional information on regional needs in the hope of building a better future for Winters and Yolo county"

"We gathered the community and collaborated on some key needs. We focused on what is needed by our community."

"We have accomplished getting input from many other people. It was very organized and we all got to put in any and all of our ideas"

"Gathered thoughts/concerns to get a better picture of what is needed"

"We accomplished a positive, communicative and inclusive meeting. Voices were heard and there was a ton of engagement."

"We identified some common themes of needs"

"Brainstorming"

"Brought the community together, different views and opinions, our voices were heard"

"Allow focus on how to improve and make our youths better"

"I identified primary areas of need for the community. Clarified what assets currently exist."

"Soliciting ownership within the community"

"Validation of current need. Key words: Now, then and future. Youth and seniot community center (physical, mental, arts)"

"The community present was able to express their desires for their children & the community in which they live."

"Real got the ball rolling for improvement"

"Have a clear idea of our needs in the community of Winters. Brought people together from different sectors."

"We listed initial thoughts regarding community needs."

*"Very good job. Good organization" ["Muy buen trabajo. Buena organizacion."]**

"Obtain information and knowledge and most of all share our needs in our community." ["Obtener

*Comment originally in Spanish

*informacion y conocimiento y sobretodo compartir nuestras necesidades en nuestra comunidad"]**

*"Listen to our concerns." ["Escucharnos nuestras preocupaciones"]**

*"Community union. Information" ["Union de la comunidad. Informacion"]**

Meeting Location: Esparto
Please list 3 positive outcomes of the meeting.

"We mentioned our necessities. Maybe we will see some improvements. We also met different people from different places."

"Listing needs on the map for my community. Hearing from others. Being among community members."

"Networking with other community members. Ideas for improving opportunities for youth. Focusing on youth with a means to make a difference."

"Amazing turn out! Lots of great services for youth sports. Community engagement."

"Community engagement involvement & contributions. Establishments of needs. Motivation for the Future of the district."

*"Information. Motivation. And most importantly, hope" ["Informacion. Motivacion. Y lo mas importante esperanza."]**

*"Very good communication. Good environment. Good information." ["Muy buena comunicacion. Buen ambiente. Buen informacion."]**

*"The attendance. The participation. The interest" ["La asistencia. La participacion. El interes."]**

*"Good translation. Vey kind people who helped at the tables. Good information" ["Buena traducion. Muy amable las personas que nos ayudaron en la mesa. Buena informacion."]**

*"Everything was very good. The information that was shared" ["Todo estuvo muy bien. La informacion que se compartio."]**

*"Information. motivation. Expressing our needs. Attendance" ["Informacion. motivacion. Expresar nuestras necesidades. Asistencia."]**

*"Information. Motivation. Interest" ["Informacion. motivacion. interes."]**

*"There was a lot of people participating and they heard our needs" ["Hubo mucha gente participando y escucharon nuestras necesidades"]**

*"Expression. Unity" ["Expresion. Union."]**

"Asset mapping exercise was engaging. Dreaming for needs. Good participation."

"Great conversations. Enthusiastic engagement. Excellent set up and hospitality"

"Desire to make our communities better for our youth/children. Lots of current strengths. Lots done well already. Willing partners / individuals."

"Ability to hear from the community of their needs. The material was easy to understand & follow / meeting was well prepared. Great attendance! Much support from community members who are engaged."

"Brainstorming of improvements need sharing amongst community members lots of useful information."

"Great buy in from everyone. Very positive. Great program very well put together."

"Knowing what we need for the community."

"Collaboration with other community members/ leaders. Big turn out! More knowledge of needs in Yolo County"

"Very interactive workshop. Great conversations/well-structured. Time was perfect. Bonus > Pizza was great"

"Happy to see change. Esparto had more to offer. Change is what we need."

"A lot of group engagement. Food, drinks. Listened to our community needs."

"Meeting as a community to understand our needs.

*Comment originally in Spanish

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Positive engagement. Getting to know others from our community."

"Hearing all the concerns from community members. Learning and understanding what the community has and what we need. Knowing others have the same concerns as me."

"Hearing a lot of people talk about the same problem. Knowing people want and deserve more. Feeling better about everyones feedback."

"More people participating our voices being heard."

"Most people from the areas have the same needs. Together we did a lot. We talked about the young to the old and saw their needs."

"Great turnout with a huge variety of people represented"

"Collaboration with other points of view. I am so grateful that so many attended."

"Opportunity to discuss assets & needs. Community involvement"

"Community input valued. Diverse group - similar issues (interesting)"

"We had some great, collaborative conversations, especially with community members"

"Strength. Growth area. Organization of mapping"

"Open conversations. Free of judegement of criticism. Different ideas and perspectives."

"Great ideas from community. Presentation information."

"Learning about real local issue. Learning about accessibility issue. Learning about current assets needing improvement."

"Realize what we actually have. Hear from other community members. Meet other community members."

"Made me look at what supports are available & what is needed. Met some local leaders to put names to faces. Collaboration with all levels of community."

"Was able to meet and work with members of the community. Identify positives Esparto has & also address needs from the whole community."

"Good starter converstations. Easy program design: exercises"

What are your concerns?

"Not getting lights & sidewalks. We need more programs for youth & elderly."

"There are needs in the community where I live."

"The small rural areas have such large needs. Where do we start?"

"Health/Dental/Mental health/Phar services. Financial education. Academic Enrichment (GATE) math team, etc."

"Lack of resources that turn into empty promises"

*"That things are not fulfilled - in a short term" ["que no se cumplan - en termino proximo"]**

*"That no need from Esparto is fulfilled" ["Que no se lleve acabo ninguna de las necesidades que hay en Esparto"]**

*"That the objectives talked about in the meeting are not fulfilled" ["Que no cumplan los objetivos hablados en la reunion"]**

*"That we are not heard" ["Que no seamos escuchados"]**

*"That facts are not realized or looked at" ["Que no se realicen y no se miren hechos."]**

*"That proposals are not made" ["Que no se realizen las propuestas"]**

*"That more elected people from the county come to hear all the needs. And that all the needs are not fulfilled" ["Que vengan mas gente electivos del condado para escuchar todas las nececidades. Y que no cumplan con todas las necesidades"]**

"Transportation. Internet. Activities for youth of the

*Comment originally in Spanish

*entire community" ["Transporte. Internet. Actividades para jovenes toda la comunidad."]**

"none"

"How will we address the significant needs that we heard?"

"Funding for the concerns above incentives for staff/ providers to stay serving our communities"

"How the needs are going to be implemented and the time frame that it will take."

"Are we really going ot get things going"

"Things not getting done and taking forever to get done"

"How to bridge the gap & provide access to the smaller towns"

"How soon change can happen"

"How can we be able to get all of the support we need?"

"Not being able to receive all the needs our community needs."

"Worried my worries will be ignored or won't be taken serious"

"Not having enough of the places things we need the most."

"We need more county elected official. We feel that supervisor from the ocunty do not follow through. That this may take 30 year like the pool that was going to happen in 1993. Fields not repair and someone to get hurt. That my concerns may not be your seen needs, but I live here"

"There are many things missing in the list. Many healthcare, dental, chiropractic in Woodland that are not represented. This will be time intensive to upkeep over time."

"Mental health inequities. LGBTQIA+ inequities. Migrant education inequities."

"That ways are found to spend these one time funds in a way that will have a long-term impact in our communities for our youth"

"There are some great needs that were expressed from several of the tables. While the asset map will help us identify what assets we have, I'm concerned with the number of resources still needed in the rural community."

"Communication transparency of next steps."

"Manageable transportation for youth from Esparto, Cap Valley, to other locations"

"Job training. Transportation. Medical."

"Lack of follow-up on identified accessibility needs"

"That the Esparto community will not continue to thrive as people leave due to lack of services"

"Will take too long for the actual implementation to happen. Making sure that there is follow-up regarding the plan"

"I hope the vision is not lost and does not take a long time to make these improvements"

"Allocation of funds / transperancy. Execution. Timelines"

Do you have suggestions for improvements?

"If we all work as a community everything is possible."

"n/a Well done! Thank you for allowing us to work together and share our concerns."

"Well done - I would like to see the published outcomes"

"We need larger venue, work with the schools. The lights are also really important."

"On the maps themselves - put a list of dots that are on the map"

*"More meetings" ["Mas reuniones"]**

"That community is being informed on the progress of things that can be achieved" ["Que se tenga

*Comment originally in Spanish

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*informado a la comunidad del progreso de las cosas que se puedan llevar acabo"]**

*"That we get together more as a community and more meetings" ["Que nos unamos mas como comunidad y mas reuniones"]**

*"No" ["No"]**

*"That more information is given through different ways" ["Que se de mucha informacion por diferentes medios"]**

*"That no more information is given" ["Que no den mas informacion"]**

*"That more work is put and meetings are heard" ["Que pongan mas empeno y escuchen a las juntas"]**

*"Continuity to petitions" ["Continuidad a las peticiones"]**

"No time for individual intros w/ small group"

"Map instructions were a little confusing"

"Unity, collaboration. Coming together to clarify needs to better support our communities."

"It would have been nice if the assessment & assignment at each table was more Esparto - specific"

"Street lights. Sidewalks. Street repairs."

"Coffee"

"Keep fighting for what we need for the community Separate the assets on the list by specific town :)"

"Any change at this moment is better than more"

"n/a"

"n/a"

"Making plans to achieve all the things we talked about."

"Follow through action meetings. More county meetings"

"Talk to people here. Talk to kids. Talk to the business that are here."

"Have additional info to ____ within the tool by area or by category."

"This is a great first step."

"Allow at least one person to speak to each community"

"Basic presentation suggestions: make sure groups are all attentive during instruction periods. If not don't do them. The presenters weren't hearable often."

"There could be more time spent on our more explanation of the Roadmap to the Future so the community understands how we are gathering assets first and needs second."

"nah"

"More community meetings and advertisement for all members in Esparto, Capay Valley, Madison"

"Have more community gatherings"

"Yes, do a jurisdiction specific focus meeting (Esparto only)"

"Following up of meetings like these"

"Basic needs like healthcare, banking, and gas station, and even transportation"

"Get more local involvement. Higher level of business: leadership involvement"

How would you explain in 2 sentences what we have accomplished at this meeting?

"We may have our community improved in a lot of levels in the community. Thank you for taking time to visit our small town of Esparto."

"We have had an opportunity to think of the assets and needs in my community and the neighboring community."

"Coming together as a community to voice our shared concerns. valuing the input of the people who know their communities best."

*Comment originally in Spanish

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"We have worked together to examine the needes of our community. We are taking the first step towards making a substantial change."

"Improved sports facilities at the schools (football field). Established needs and the importance of it"

*"Understand and get to know the needs in my community." ["Entender y conocer necesidades en mi comunidad"]**

*"See people together. Feel heard with the community needs" ["Ver reunido a las personas. Sentirnos escuchados con las necesidades de la comunidad."]**

*"Being able to express what we would like for our town" ["Poder expresar lo que nos gustaria para nuestro pueblo"]**

*"Having positivity and availability" ["Tener positividad y disponibilidad"]**

*"More interest for growth" ["Mas interes para el crecimiento"]**

"We were able too express everything that worries us about our community and for our youth" ["Pudimos expresar todo lo que preocupamos en nuestra comunidad y mas para nuestros jovenes"]

"Expose our needs" ["Exponer nuestras necesidades"]

*"This is a good start"

"Connected as a community to ID assets & discuss needs in Esparto & surrounding areas"

"We were able to identify some of the greatest gaps in needs in our community & create a scope of areas to focus on that will lead to greater outcomes for youth & famillies in the community."

"Community involvement and the sharing of mutual ideas of the needs needed in our community. Made me believe in partnerships. People really care."

"Community members came together to highlight current programs/services/offerings & to discuss the needed things. To make each other aware & work towards improving Yolo County!"

"We have accomplished coming together and listening to each other on our needs in the community"

"Lots of good thoughts and promising future"

"The community came together and talked about the needs of the community, there were a lot of similarities."

"As a community many of us are on the same page on the things the community needs"

.

"We accomplished learning & understanding what the community needs. As a community, we agree to make this town safer for children."

"Seeing all the things we need as a community and understanding everyones worries."

"We expressed how we feel not having the services we need"

"Giving us the time to let us tell you are concerns. The datal was given to us to do are Action."

"Community collaboration on needs and resources. Group worked to provide and analyze infor about District 5."

"Fleshing out what we have and realizing where our needs are. I believe this action will motivate more people to action."

"Heard community concerns and assessment of assets"

"Listening to a group who felt extremely valued and important"

"We were able to gather 30-40 needs at our table"

"As a community we have come together to discuss what we do to serve our community and what we will need to better serve our community"

"Community building was created. Also trust and open conversations."

"Great ideas from brainstorming. Perspective from

*Comment originally in Spanish

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actual community members"

"Identified increase of inventory needs. Large participation for such a small town."

"Some insight into what our community members feel this community needs in order to thrive and continue to grow"

"Figured out what services are available and whats needed. Met and talked to community leaders at all levels."

"Identified needs from a wide group of community members"

Meeting Location: West Sacramento
Please list 3 positive outcomes of the meeting.

"On schedule. Robust questions + answer based discussion. Great job at public outreach"

"I learned of services that are in my community I wasn't aware of. I like that people came together & engaged on ideas together"

"Met new peeps w/vision. I.D'd key defiencies. I'm full, thanks for the food."

"1. Opportunity to meet with leaders to discuss goals/desires of services. 2. Meeting others who share the same thoughts, ideas to enhance our neighborhood - we share same visions. 3. Love the mapping to see where our ""hubs"" are and areas where we need more desires."

"Collaboration. Community input. Conversation"

"Ability to ""see"" areas of need and areas being served. Ability to meet with like-minded people interested in improving the lives of youth and families in WSac. Progress in achieving a better community for all."

"Learning and discovering the West Sacramento community. Hearing from educators. The roll out of trying to plan for funding with community perspective."

"Organized. Engaging. Well-staffed. Thank you for your time and efforts!"

"Great lift of community, voice. Great diversity in audience (though missing APIDA/Black community voices). Well organized."

"List of services throughout the city. Visual map to show where resources are or aren't. Ability to collaborate."
"1. Bringing community of people together. 2. Brainstorm. 3. Willingnessto listen"

"Great dialogue"

"Learning what resources are here"

"Meet community members"

"Voice of the community. Unity. Equality."

"Having diverse members of the community all together in one place. Great overview of what we have out there and what we are in need of. Great input from everyone."

"Exchanged ideas with individuals from our neighborhood."

"Engaging w/ other interested advocates. Hearing more about Roadmap."

"I understand better what is happening in my community. All the necessities we need."

"Brainstorming ideas for development of the community. Looked at where there are gaps of services and needs in the community. Learned about resources + gaps around West Sac"

"Great group work/thinking together. Table leaders. By neighborhood helps focus on that part of the city"

"Learn about assets that exist and also all of the services that are non-existent or hard to access"

"Accuracy of maps for better outcomes. Community collaboration. Community cohesiveness"

"Got to meet new people in our neighborhood"

"We added community resources to the map"

"Bringing community together to share concerns.

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Everything was very organized. Enjoyed hearing about all areas in WSac"

"Community building. Having the hard conversations."

"Psycological issues should be triaged."

"Opportunity to express the needs/wants of the community. Meet other community members. First step for the bigger picture."

"Community input & collaboration. Hearing the overlap in ideas, but also hearing new, exciting one. Understanding deficits."

"1. Being able to place our input on a post it note and have it be recorded and heard. 2. Sitting with an amazing table person. 3. Being able to represent family child care."

"Realized many services underepresented. Great ideas for special education, specialized services. Productive"

What are your concerns?

"Some resources are misinterpreted or not documented (YMCA family resource center specifically) We are a trusted resource serving thousands of Yolo county residents! Happy to help support this effort!"

"My concern is that there isn't more childcare programs available, it will affect my work status"

"Oversight. Timelines. Which plans move to the top?"

"Funds to set up needed services for West Sac homeless shelters for severe mentally ill living on our streets. Lack of knowledge in what resources we have (as a 30 yr resident) - Need pamphlets/ mailings or social media accounts letting us know what's available, how to get there, what, when, where."

"Ability to provide needs of communities (housing/affordable, etc)"

"That these efforts could get lost in bureaucracy."

"A lack of diversity for attendees. Was there consideration on how to bring in hard to reach groups?"

"Limited knowledge of assigned map(s) may devalue the outcome of the process, ultimately impacting critical needs"

"How to leverage supports for sustainability. Language access."

"N/A"

"More under represented groups attendance"

"Not enough public services in West Cap corridor"
"Lack of role models and positive reinforcement for youngs esp. middle school kids. Need activities that involve parents and kids. After school program. Vouchers for transportation to colleges/events, etc."

"No follow up or follow through on meeting activities"

"Have more childcare centers/homes (space availability)"

"Budgets. Involvement"

"Small number of people at our table - I feel we missed a bunch b/c of lack of human capital"

"So much needs, limited space & money"

"There are not enough leaders engaging in real conversations with community members.

"How is all of this being advertised to engage community voice in each of the areas?"

"All parts of the community needs something and I am concerned what area have the impact. I feel like you need to work even in the necessities of different areas"

"Areas I would love to see more of for my community: mental health services, more resources for middle schoolers + teens, more gathering spaces like a skate park, ampitheater, farmers market space, sports facilities, trails, and public transport"

"A little more clarity on who gets to decide what

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to do with those extra funds"

"I would like to see more community representation at this meeting. I would like to see more youth at this meeting."

"I have trouble getting medical care for my children in a timely manner, it has caused my children to miss school."

"Lack of after school programs for the youth"

"Why do we go out of state to hire consultants?"

"Equity trough West Sac. Programs for teens in areas they live"

"How the decisions are going to be made on ""what is most important"" and for it not to become a political agenda"

"City resources being distributed equally and assure all areas of the city receive the appropriate funds, schools, parks, rec centers."

"Uplift martial arts! The results should be triaged."

"That our specific community is so far behind other affluent city neighbors - all within the same county. The disparity perpetuates and becomes harder to fix"

"That quality family child care will dissapear due to universal TK/preschool. We work so hard to provide quality. Please don't forget us"

"That the actions will not be carried out"

Do you have suggestions for improvements?

"Great workshop!"

"Researching after school programs, if they could open up more programs to assist families in need of this service in order to continue working or going to school."

"Continue checking back in with the community!"

"We need more services for housing, resources, food, shelter in areas that homeless population can access. We really need short term programs for teen sports and tutoring services."

"Ongoing surveying of community and their identified needs."

"Not at this time"

"Beyond emails and QR codes, was this shared in safe spaces (i.e faith based communities, social service providers, rec centers)"

"Not at this time"

"N/A"

"Adding quality childcare into the district 1 B/D areas"

"More library programs in the summer. Keeps kids busy. We need childrens business fair = something that teaches kids sustainable skills that will help them in the future."

"Allow every table to share."

"Invest on childcare"

"N/A"

"Maybe identify participants and offer tables/seats participants - not all participants were able to sit at their designed areas."

"Start at 6 pm not 5:30 pm. 5:30 work/tough to get here on time"

"Better food, a healthier meal, cultural food, catered by a local business."

"We need more doctors in the area, more medical groups and these providers need to accept all insurances for children and medical"

"We need a larger rec center, sport activities, pool. Large pot holes all over West Sacramento"

"May meeting - provide a hearty meal. After a long day after work would have been appreciated."

"Continue similar meetings. Get community involvement"

"Kids should be asked to be involved in decisions.

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Block parents to help, communities get to know resources"

"Community engagement coupled with community education - people will not suggest in so many words what they have never experienced. Understanding class, socio-economic, racial nuances of this engagement."

"For everyone in our community and outside to assess information about quality family child care in the future. We don't want the district to consume the choices of parents. We need to be seen too, especially providers that worked hard on quality"

"Involve children themselves in a focus group to discuss their needs."

How would you explain in 2 sentences what we have accomplished at this meeting?

"Tonight we learned about new assets + existing assets. We learned that many community members did not know about many assets in our community... time for more outreach on our ends!"

"Hearing the community on what their concerns + needs are. Gave the community hope that these services will be available for our kids to succeed in the future."

"Presented mission, vision + purpose. Embraced genuine constructive feedback and ideas (fingers crossed)"

"Planning, being heard"

"A lot of people (community & "professionals") identify same areas of need."

"Engaging community members to share what is most important to improving our community. Showing a commitment to involve the community of WSac to be a part of making our community better."

"Closed the gaps on resources needed to support our youth"

"We identified gaps where support is not currently being provided. The input from all sectors of the community is valued."

"Collaboration. Caring for community."

"Creation of new homeschool resources."

"Unifying the community to identify issues"

"Gather members of the community to dissect what services we have, and what we need. Biggest piece for me is the conversation is happening!"

"1. Direct input from residents/families living in West Sac. 2. Collaboration of parents, school district, civic leaders, service providers."

"Gathering input on what services, supports, are currently available and what could potentially be added to support children, youth, families in the area."

"Good information. Be involved with the community. We looked at services in our community and identified areas of need."

"We were able to identify things of need in our part of the city and learn from others what we have and need"

"Opportunity for community voices to be heard regarding needed resources in the community"

"Accurate information to begin further discussions"

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"Locate buildings and correct locations."

"There is a more accurate map and ideas of what is missing from community services."

"Brought together both sides of W. Sac to share ideas and concerns."

"1. Making sure that resources are being accounted for. 2. Expressing the needs that each area/district needs in order to make it a self efficiant community."

"Expressed our concerns and met individual with same concerns."

"Met awesome, involved women with great solutions."

"A gathering of concerned and engaged people to brainstorm our ideal community. A necessary

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first step."

"1. That quality family care is placed on the map. 2. We like that our comments are recorded."

"Determine what services are not represented on map. Fine tune community needs."

Meeting Location: Davis
Please list 3 positive outcomes of the meeting.

"Great information to ponder"

"Learning about community resources on the map. Bringing community together. Giving voice to all."

"1. Knowing what community services are provided. 2. Get opportunity to express what other community services we need. 3. Knowing many people do care about our community."

"1. Good meal! 2. Excellent layout for communication. 3. Willing to incorporate with our society."

"1. Sharing ideas for how to improve youth services. 2. Hearing ideas from others. 3. Positive & optimistic community"

"Meeting other community members. List of existing services. Learning about other schools"

"Clear needs brought"

"I got to meet some very interesting folks and exchanged business cards for future conversation. Others also argue after school tutoring would be useful especially in low income kids who are beginning to think failing at school is part of who they are."

"Awareness of community programs/resources. ID of gaps in community programs/resources. Understanding perspectives/needs of others."

"Realization of our great assets in Davis"

"Connections and information about community resources"

"Meeting new people. Accessible city + civic leaders"

"Understanding how much is here at our door step already. The real needs were talked about. Collaborative effort to build a resource list."

"Learned about the programs. Talked with great community members"

"Learned about resources in my area that I did not know about. Got to give my feedback about services I hope to see. Got to hear from others about gaps in services."

"Hearing from other people that validated what I felt was missing"

"1.Community members got the opportunity to explain their needs. 2. We really thought about the areas that we have to improve."

"I know about a credentials for teachers from the principal near me. I know about a cheap meet sells. I shared my opinion about community needs."

"Opportunity/reminder to think about availabilty of resources/assets. Meeting new people. Getting to help with an accurate assessment of our community."

"1. Learning opportunity about the initiative. 2. Opportunity to provide input. 3. New connections within the community."

"I have a better idea about the community needs. Met important community leaders and talked about potential opportunities for collaboration. Heard directly from residents, including youth"

"1. Brainstorm with community members. 2.Learned of services. 3. Heard from passionate people in our community"

"Really like what people were talking about"

"Community building. Identification of shared concerns"

"Learned a lot. There was a lot of good change that was discussed and I think it was very insightful"

"Advocacy for children. Networking in support of children."

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"Collaborate with other organizations. Helping understand the needs of the community."

"Meeting community members and learning what they are missing in community services. Learning about resources that are working well."

"Getting to meet the people at the table. Shared concerns for childcare & families."

"Community building. Youth & family voice was represented. Hope"

"Connection w/community leaders. Opportunity to make connections & locate opportunities for support. Forum for unmet needs. Put our school on the map."

"Good ideas from ideas for mental health, childcare."

"Connection w/others in my community. Assessing assets (or lack thereof) in my neighborhood. Sense of pride in this project & hope for how it will impact my community for years to come."

"Hearing from community members but specifically childcare providers about needs surrounding work challenges."

"1. Great conversation. 2.Deep dive in our neighborhood. 3. Good listening about others' challenges"

"1. Was great to hear about other people's ideas 2. Was able to connect with others that want the same changes in the community. 3. Was able to learn a little more services in the Davis community"

"Helpful to see assets in my neighborhood - helps to see (lens) of positive as opossed to negative."

"Connection w/community. Identification of resources. Ideas on how to combine/blend services."

"Opportunity to think through where assets are (and not). Chance to talk to neighbors. Nice representation of category of participants. Yummy food."

"People's voices are heard. A lot of new ideas and plans that can be implemented to better the environment for our youth and children. I am from West Sacramento and seeing the results from that meeting + this one gives me hope that something can be done."

"Hearing needs identified. Having the community come together. Connecting to organizations involved with youth."

"Agreement among community members that while we aren't terribly lacking on some things, we are in others like affordable housing, after school care, places for kids to hang (indoors for when there is smoke or 100 F outdoors), career prep, safe transport for kids to school."

"Time of meeting. Childcare/food. Table leader training"

*"Being heard by the county. Interacting with people from our community to express our opinions" ["Ser escuchado por el condado. Interactuar con personas de nuestra comunidad para expresar nuestra opinion"]**

*"I saw many things I didn't know. It was so much information." ["Vi muchas cosas que no sabia. Fue mucha informacion"]**

*"Lack of community services. Knowledge of programs. Being able to as about our needs" ["Falta de servicios comunitarios. Conocimiento de programas. Poder pedir nuestras necesidades."]**

*"I found out about things that i din't know about. That there is a chance to help improve the community. That we can help health care improve." ["Me entere de cosas que no sabia. Que hay posibilidad de ayudar a mejorar la comunidad. Y que si podemos mejorar la ayuda en salud."]**

*"Learning about the different ideas to improve the community. Discuss about the different needs for the community." ["Aprender las diferentes ideas para mejorar la comunidad.Opinar respecto a las diferentes necesidades para la comunidad"]**

*"Knowing about the available resources & services" ["Saber que hay recursos y servicios"]**

*Comment originally in Spanish

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What are your concerns?

"Our schools need social workers on site daily"

"Seemed like a lot of obvious resources were missing. The amount of effort to continue + sustain the effort"

"Our suggestions or inputs can not be completely carried out in the future"

"A huge data to be handled. Need to hire a specialized data specialist."

"Early assesments and classes on mental health issues in schools. Access to MH supports in schools"

"Services for youth. Inclusive spaces for parents"

"Need funding to pay staff appropriately & offer free/low cost care"

"Follow up. Lots of energy around providing affordable child care-great! I also am advocating for continuing to fund mental health care in the schools and free after school tutoring"

"Parenting is essentially at the core of issues related to the Roadmap. Rather than just listing the general asset types, build a focus as well on community needs in a categorical way as well."
"Information at existing assets/resources is not getting to all families."

Where is the highest need of subsidized care
"The place based approach is great but it could be replicate existing divides among racial + SES lines. Consider mixing it up after the place based portion"

"That this goes to a meeting of people and it doesn't come back to the community for further discussion."

"Physical based process has bias esp. in a task with high property prices. We created a list with no grounding in reality, e.g there was no way of understanding how my request for a park compares with the request of emergency services. Reading of the graph for equitable/equal was not accurate"

"More cultural/arts opportunities at low cost. More affordable housing. More job training/ preparation for youth "

"I am disappointed that the death of a 5 year old child is of no concern for the county (attached)"

"Where is the funding going to come from? Where does the current funding go?"

"West Sacramento needs more child care places. We need support for child care centers"

"1. Preschool and daycare, affordable. 2. There is no places which could prepare adolescents for college entering tests like SAT, IELTS. I wish there would be some free (volunteer based) or cheap courses."

"That enough folks from undeserved populations were represented"

"Behavior challenges in schools that disrupt learning. Overburdened educators b/c of behavior challenges and large class sizes. Lack of training (e.g love and logic) for parents. Cross asset resources (parent/educational training)"

"Lack of early childhood educator support. Necessity for teens to have life skills (like an adulting 101 workshop). Mental health support needed for middle and high school"

"Support for unhoused low income families"
"Trying to see if we could get a teen center, work skills for kids getting out of high school work training."

"Issues with sharing/distribution resource information, etc."

"N/A"

"Childcare and early childcare quality"

"Mental health. Continuing care/less turnover in childcare and schools. Pay teachers more - ECE + K12"

"Child care. After school programs. Summer programs. Transportation. Affordable housing."

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"Sustaining momentum & attempting to fulfill all the needs (is it possible?)"

"Stipends need to go to ECE. The QRS program used to more directly support development of quality in childhood settings and is not focused on this but childcare is key and low quality childcare damages children."

"Ensuring the information we are using is thorough, accurate, etc."

"Being able to provide services that meet the needs of our clients."

"I'm not sure all the assets will be able to be vetted and interpreted"

"N/A at the moment"

"How was this event advertised? I am in education and just found out this past week"

"The initial maps were inaccurate (school in wrong location). Could have used google maps"

"Mostly how close to reality any of these talks that we have are."

"Mental health services for youth. Outreach to undeserved populations. "

"That no one is hearing our concerns. That folks won't implement changes. Lack of planning for climate change (trees dropping limbs, smoke, etc.)"

"How is the outreach being done to include the perspectives of underserved communities? What is the process to narrow down and prioritize needs?"

*"Services for our youth" ["Servicios para nuestros jovenes"]**

*"Families with children don't have access to childcare. Mental health for youth and families" ["Familias con ninos no tienen acceso a cuidado de ninos. Salud mental para jovenes y familias"]**

*"That in toddler class there are no bathrooms for them" ["Que la clase de toddlers no existan baños para ellos"]**

*"Childcare between 0-2 years doesn't exist" ["No existe cuidado infantil de 0-2 años"]**

*"That there is no nearby health service. That there is no accesibility to childcare for ages 0-2 and a lot of people can't return to work" ["Que no hay servicio de salud cercana. Que no hay accesibilidad de cuidad de niños 0-2 años y mucha gente no puede regresar a trabajar."]**

*"That our opinions are ignored" ["Que nuestra opinion sea ignorada"]**

*"Mental health for youth" ["La salud mental de los jovenes"]**

Do you have suggestions for improvements?

"Additional research that seems easy. ex: what services are in city parks"

"Give more information on website and open internet space for exchange information."
Full time MH supports at all schools
Cooperatives

"Cut the busy work part where we were to locate all the identified resources."

"Solving child care problems & access must be subisdized for all"

"Well done & supported by staff"

"See above"

"See above"

"Adding additional layers to the asset mapping like bus stops/lines, mutual housing, apartment complexes, school boundaries, etc."

"Need some centers for immigrants which will support with documentation, job interviews, taxes information"

"Discussion and opportunities to comment on the qualify of assets. Clarity on future engagement. Greater publicity about the event in advance."

*Comment originally in Spanish

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"Find a way to pay early childhood educators a living wage! Internships for providing social workers and/or psychologists/counselors in schools"

"Teen center, focused placed like the old skate/hockey spot"

"Consider strategies for posting resource information. Flyers (home mailing). Posters at grocery stores. Additional school social workers to directly help families."

"No"

"Just please continue these conversations."

"Listen to youth, do one of these just for youth. Meet with and listen to foster parents + foster youth. Transportation issues via services like in W Sac to keep our youth safe. Make mental health services available for everyone who needs it! Screen everyone"

"Maps were a bit confusing."
"I think that a ""town hall"" style meeting is what people want. But this served the purpose of asset mapping well."

"Fund childcare, take the burden off families - pay providers a stipend."

"N/A, meeting seemed pretty informative"

"More subsidized childcare centers. More support for unlicensed childcare providers."

"I think we could have done the same thing in less time"

"No!"

"Communication, inclusion, equity"

"Help people talk into microphones"

"I would suggest also going to different communities and witnessing their situation from close"

"Smaller focus groups at low income apartment or congregations"

"Implement ideas, get folks to donate $$$ for specific ideas."

"Outreach to non profits faith based orgs.Not every table was able to share, how are we updated about what they came up with?"

*"Have more forums to listen to the latin community" ["Hacer mas foros para escuchar a la comunidad latina"]**

*"Have places where all information is, to be able to search for all type of assets." ["Poner lugares donde tienen la informacion para buscar todo tipo de ayudas"]**

*"Having bathrooms for toddlers as they share bathrooms with older kids" ["Poner baños para los niños caminantes ya que ellos comparten los baños con los niños grandes."]**

*"That needs are really taken into account" ["Que realmente tomen en cuenta las necesidades"]**

*"Listen to petitions from everyone to help the community and help us all. Thank you" ["Escuchar las peticiones de todo para mejorar la comunidad y ayudarnos, gracias"]**

*"In regards to the latin community, I believe it is necessary to have help so we can get to know the different places that offer resources for the community. In the same way, I think it is necessary to have people helping out with translation for people that speak spanish." ["Respecto a la comunidad latina, creo que es necesario que haya ayuda para que podamos conocer los diferentes lugares que brindan ayuda a la comunidad, de la misma manera creo que es necesario que haya personas que ayuden con la interpretacion para las personas que tienen idioma español."]**

*"Create places where youth can feel safe" ["Crear lugares y ambientes donde los jovenes puedan sentirse seguros."]**

How would you explain in 2 sentences what we have accomplished at this meeting?

"Beginning to build a shared commitment to the work".

"I learned a lot on the education map from cradle to

*Comment originally in Spanish

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college at Davis"

"Hopefully we have identified needs/wants of the community and move forward to meet those needs"

"Sharing experiences & knowledge of services, between community members with different roles"

"We verbalized our frustrations about unmet needs."

"We got to hear some passionate people speak with great knowledge and experience about the needs of our community. Well done!"

"(Combine 3 outcomes of #1) Helping community/ civiv leaders ID/understand community generated needs + priorities."

"Information sharing was valuable."
"Awareness of the lack of communication within the city and county"

"We confirmed an asset list and identified missing services."

"Understanding of how many people really want the same outcomes. We are planning for a future"

"Created a wonderful list that cannot be fulfilled."

"We were able to identify our city's strength and weakenesses when it comes to services. We were able to share our collective knowledge."

"Getting the conversation going on how to better support our youth & children."

"Getting more accurate info of needs and resources from the folks who actually should know."

"I learned about this initiative for the first time. I met new community members who may be able to address my parent concerns. Thank you!"

"Dialogue! Especially with residents networking to bring together people who can affect change."

"I think what was accomplished on this meeting: a lot of new assets that were mentioned were very aligned with what existed."

"We have started the process of making Yolo county a child-centered + nurturing place to be born + to grow up. Let's get to work"

"Talking about what is missing and what is working in our community."

"Consensus to concerns, we all agreed on above"

"YCOE informed the community about the R2TF project and gathered critical information about local assets. This was an opportunity to bring together diverse voices from the community."

"Forum for listening. Provide hope for change."

"This meeting identified serval concerns in the community ranging from mental health resources to childcare and the wages there."

"Literally mapping the resources and outlining what is missing."

"We did a deep dive into assets + challenges in our neighborhood."

"I would say that I was able to learn/ accomplished and showed what we need in the community."

"Trying to list assets with a more inclusive lens."

"Trying to see what is missing with a more inclusive/ equitable lens"

"Started a conversation about how to combine and leverage all community resources to meet the need of our children and youth."

"Inital broader input on needs. Get community to take time to think through. What is needed for supportive city for all."

"Getting people to think about the gaps in our community."

"We talked. Hopefully folks were heard. More local folks should be more involved in efforts like this. In a town of 65,000+, more people should've been here."

"It's a beginning to collaboration between gov, schools, non profits & communities"

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*"Community creation" ["Crear comunidad"]**

*"I hope that all of our suggestions are heard and worked on." ["Espero que todas nuestras sugerencias sean escuchadas y resueltas."]**

*"That our needs from Montgomery are known." ["Pues que sepan nuestras necesidades de Montgomery."]**

*"That our needs are known." ["Que sepan las necesidades."]**

*"Getting to know Davis better and all the assets I did not know about" ["A conocer mas Davis y las cosas que hay que no conocia yo."]**

*"Learn about the needs of the community. Discuss so the community becomes better." ["Aprender las necesidades de la comunidad. Opinar para que sea mejor la comunidad."]**

Meeting Location: Woodland
Please list 3 positive outcomes of the meeting.

"Meeting parents at my table. Discussing things that would help the community. Seeing other people who care"

"Hearing shared concerns + motivated participants. Knowing we have so many perspectives in room"

"Postive feed from my group about mental help. Knowing about resources to share with my daycare facilities. Discussionas about IEP."

"Meeting people with similar concerns. Having the community heard."

"Knowledge of growing community. Intention of using funding to better our community. Want community input to fit community needs."

"Learned about programs available. Made a connection w/ someone who wants to support what we are doing. More connected in fellow non profit groups"

"Meeting new services providers. Talk to Elodia Ortega school superintendent. Talk to Garth Lewis about my complaints"

"Well organized. Productive. Educational"

"Nice to focus on positive as well as negative. Nice to focus on our mini-community (home area). Nice to meet others from our area."

"Opportunity to speak & hear community members. Listed areas of struggle & growth. Need more of these events in our community."

"Awesome input. Very diverse group with diverse perspectives. Feeling of positivity"

"Being able to talk about needs. Acknowledging the actual problem in the small community. Hope that our community in Knights Landing receives services for the community."

"Becoming more aware of what we do/don't have. Talking with members of my community. Feeling supported and hopeful for the youth's future."

"I learned about resources in Woodland that I didn't know existed. I greatly appreciated meeting such strong community members and service providers. Brainstorming as a team yielded fantastic ideas."

"I was able to gather information on resources already in the community and hear others' opinions on resources needed"

"Learning more on an area in which we have staff that work in. Collaborative thinking. Combined two areas on D-5"

"Getting to meet other stake holders in the community"

"Community collaboration"

"1. Leadership in community. 2. Building relationships w/in community. 3. Planning for children/family care"

*"1. Getting to know and locate the resources that there are in my area. 2. A panorama of needs" ["1. Conocer y ubicar los recursos que hay en mi area. 2. Un panorama de las necesidades"]**

"A chance to review services + facilites related to physical location"

*Comment originally in Spanish

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"Bonding w/ neighbors. Good dialogue. Better asset maps"

"1. Knowledge of other assets. 2. Opportunity to meet & network w/ other concerned citizens. 3. Understanding the needs and being able to advocate for those needs."

"We found a lot of assets missing from the map which expands the previous list. I learned about services I didn't know about. I met new people"

"Ability to work with people from the same area. Discuss potential future plans. Overall great format to work on issues."

"Discovered assets I didn't previously know about in my own neighborhood"

"Voices for West Sacramento Broderick & Bryte communities were heard. New opportunities were brought up. Places were added onto the map."

"Learning about our district & community. Learning about possible improvements for our district/community. I got to know about our community a bit more."

"Brainstorm needs w/other community members. Seeing all the positives too!"

"I learned more about the community that I work in (Esparto). Showcasing the community."

"Collaborative work w/Woodland families. Facilitation was helpful. Resources provided (GIS mapping, tools) allowed for interactive families."
"Group chats. Dynamic information. Know other families."

"Exposure to various perspectives. Building community. Building need awareness. Optimism of solutions"

"Corrected assets. Removed duplicates. Identified needs in community."

"Recognizing existing services in the community. Identified needs for additional services."

"Community members involved in community. We can talk with different organizations"

"Correct mapping. Meeting neighbors. Hopefully getting more services for families to utilize."

"1. Good information. 2. Group chart. 3. Meeting new people"

"Engaging neighbors, asset analysis, deficit analysis"

"I found out my organization was misrepresented and hopefully got that information back"

"Look for the gaps in asset mapping. Positive things happening in this city. Opportunities to talk w/ stakeholder."

"Hearing from Knights Landing. Hearing that school leaders and elected officials are working together to improve resource for families. Hearing positive things about Woodland (Parks, city, parks & rec)"

"People were able to express their concerns. Communication was good. Good ideas were expressed."

"Our voices were heard. Our feelings were validated. "

"Welcoming. Lots of good information. Learning of many different areas in Yolo county who also need support"

"Educated on the needs of the community. More knowledge about what districts are doing for our schools. I now know what communities need more services and I will provide my services to them"

"Alerted to improvements/changes in the community. Heard from supervisors. Learned about difference between county + school district"

*"Getting to know more about the county. Good opportunity to know about the services from Yolo County. Register new activities in the county" ["Conocer mas del condado. Buena oportunidad para saber los servicios del condado de Yolo. Registrar nuevas actividades en el condado"]**

What are your concerns?

"Really concerned about special ed - not just the

*Comment originally in Spanish

money, but the type of services provided. Need to rethink how we do things"

"We will not actually implement changes, actions after all this work. That all partners (districts, YCOE, etc) won't stay committed"

"Lack of support in school about mental health. Summer programs for all ages kids."

"Our special education department is sinking with not enough funds, help, educational meeting for therapist. Many children are slipping through the cracks."

"Will we have an opportunity to vote wher this funding will go to?"

"Programs for young women - empower Yolo - came up as a great resource"

"The Knights landing community not being involved in this project."

"Parents, children, youth, students who have no interest in education"

"Family economics - your quesions asked about ""my"" family's access to resources but my family is not representative of our community b/c we are advance degree professionals. Not affordable: mental health, dental care, childcare"

"Too many in an unincorporated area. Teen services, food access, transportation access, a single safe space for teens"

"This is a lot of data - don't wait too long to provide updates + let people know what is happening. More input opportunities."

"No resources for youth after school. No early child intervention services. No fresh produce"

"Will our needs be taken into consideration? When will Knights Landing become a priority?"

"Lack of basic services, churches listed as a resource (when they largely aren't) and a terrible lack of transportation."

"Childcare is a big concern as many families struggle with care. Preschool that is accessible as not all families are able to meet feredal income guidelines to utilize head start"

"Lack of basic needs. Community unaware of what's available."

"Where did the other $40 mil go for Yolo? Why did we pay people to come in from out of state to consult when we have asset & referral online platforms that can pull all of this data easily?"

"How quick start to see outcomes"

"Services for single parent homes"

*"That there are summer programs for kids and teens at affordable prices. We need more sports for youth betwen the ages of 15-18." ["Que haya programas de verano a precios mas accesible para niños y adolescentes. Necesitamos mas deportes para jovenes 15-18 años"]**

"What is going to be done with the product of this evening's work? How does it fit in with the ""Roadmap to the future""?"

"None"

"Lack of knowledge of shared assets to the community. Transportation."

"There was a lot missing that needs to be added to our community. I hope this funding will meet these needs"

"That needs will not be met"

"Lack of public transportation has long been a concern for me in my area and I am concerned that efforts to bring it to the area might be roadblocked due to stereotype-based prejudices."

"My concerns are that the money and resources will be placed in communities that already have plenty and exclude low income communities."

"How will we keep areas for the youth to hangout safe."

"Focus on larger populations. Also, focus on income qualifications (need to be low income to

*Comment originally in Spanish

qualify, need to be wealthy to afford full price - middle class family support)"

"The lack of resources in Esparto"

"Transportation - getting to/from facilities in Woodland. Parks - ensuring that ball fields and parks are equipped w/restrooms"

"Safety, security a lot of homeless people damaging houses, business and people"

"Needs being met in timely manner. Funding How long will this project take?"

"That further steps won't be taken. Service gaps for outlying areas."

"Housing. About some services that are not offered in spanish, example: speech therapy in spanish, when the kids arrived from other countries"

"That it will stop here, what are the next steps?"

"The construction of Gibson road"

"Reading the needs of low income, spanish speaking communities and gathering information by to where they are."

"I'm concerned that a lot has been said and very often little is done"

"Facility development and upkeep. Easy things to create - nature walking path"

"That schools will not be able to coordinate with before + after school care well enough to meet the needs of working parents - I think we need more funds for childcare & before/after school care so there are more options, they can have more teachers"

"We need free childcare at the Woodland community center"

"My concern is for the youth in our community, my fear is them not having things to do after school or when on school break. I also feel like there needs to be a place that is easily accesible to youth to go and do their studying that is a quiet place. Unfortunately sometimes their home can't be their quiet place."

"Finding more youth activities and making things happen for all Yolo county communities"

"Almost all if not all middle schools fails to offer mental health services to students. This is the important era of their life where they need access to it."

"Not enough attention will be paid to increasing services for special needs families."

*"Help for child providers. Assistants for them to be able to go to appointments, vacations, etc." ["Ayuda a las proveedoras de niños. Asistentes de tiempo para tomar una cita, vacaciones, etc."]**

Do you have suggestions for improvements?

"Get help from community resources. Work with Mind Inst. + Alta"

"Send out some sort summarty (by community) of feedback, patterns, etc, to participants after event & on an ongoing basis"

"Working together as a team for our children."

"More funding for special education. More therapist for special education (not enough for the amount of students in need)"

"Promoting more communication from direct school students, parents on serving these needs."

"Meet again on regular basis"

"Maintaining ongoing meetings to collaborate around resources."

"Provide parents education at different levels."

"Less talking at front end, more time for table talk + brainstorming"

"Food resources. Childcare. Larger community center"

"Overall it was a very succesful gathering"

Appendix 3: After Action Review

"Please see my suggestion to create a community mental health clinic (map 3-D) at the WJUSD office using MS + MSW students from Sac State. WCC also has a CADAC program. Center would be open M-F 3-8 pm + saturdays. MS + MSW + CADAC students need practicum + internship hours to complete their degrees/credentials/licensure. The interns need to be supervised by a licensed/ credential person + that person needs to be paid - but interns are typicall not paid. Karen Bayne 530-383-4237 krbayne@sbcglobal.net for more info if you're interested"

"We should utilize educational spaces for basic needs and family resource centers"

"Language that is equitable for everyone to understand"

"Roadmap available in popular languages. More descriptive on assets."

"Getting everything on to an online referral platform for more efficient use of time, money, and being able to actually serve the children and families and to provide communicational collaboration across sectors."

"Continue to do more community work"

"Need to develop resources/programs for single parents, children"

*"Municipal leagues for youth between ages of 15-18. Recreational programs at no cost or at a low cost" ["Ligas municipales para jovenes 15-18 años. Programas de recreacion sin costo o a bajo costo."]**

"Map cutoffs were a little strange, main arteries/ corridors could have been used as cutoff points."

"N/A"

"Not now"

"Safer roads for kids, pedestrians and bikes"

"Next time do less introductions and more time to discuss. Have a better outreach youth as there were only 3 that showed up."

"Add more pools, parks & safe areas for people to hangout"

"List cities on asset page. Meeting could be more neurodivergent friendly, super bright lights, super noisy speakers"

"To spread out the Yolo County resource evenly amongst the towns in Yolo county"

"Share & promote event as much as possible. Youth input is always great"

"Construction roads are damaging people lives and activities."

"Alphabetize list."

"More time! Proofreading - ""artistic"" was not spelled correctly on the main sheet, hard to navigate the asset sheet"

"More public transportation"

"Parks need more preteen/teens to do. Improved skate park"

"The mall to be more lively"

"Go out into parts of communities, go into neighborhoods that have trouble getting to meetings like this. Take this process to the people."

"The most important issue for me is that people have access to childcare that they can trust and that doesn't cost 1/3 of their weekly income like it often does."

"Nice outlive for this evening."

"More community oriented processes like this. Recognize that taking care of children is a primary responsibilty and deserves a bigger piece of the $ pie."

"Provide free childcare for all activities at the Woodland community center"

"The roads need improvement!!! Also, more mental health resources for youth at their school sites."

"N/A"

Appendix 3: After Action Review

"I suggest mental health education and mental health counseling access to middle school students"

"Make items on maps grouped in numerical order (too much page turning)"

"N/A"

How would you explain in 2 sentences what we have accomplished at this meeting?

"Brought concerns forward + made community connections"

"Hear feedback from wide participants (community members)"

"We targeted problems a lot of people have that are not really addressed."

"Promoting that our voices want to be heard to serve us better and promoting a more positive enviroment"

"Collaboration of organizations is fabulous!"

"I feel motivated to continue to work in my community. I have hope for the future."

"Share some of the services that are needed & find out about positive services that we already have Good sharing - exciting stuff"

"Gather and listen to community members. Learned a lot"

"Gave citizens the opportunity to have a voice in their communities future. Allowed people to dream - but, and a bit but, there needs to be follow up."

"In this meeting there is hope that more resources will be available to communities in need. This meeting allowed others to see what some communities have little to no resources to."

"In this meeting we were able to unite and express our concerns with people who are also experiencing the same hardships in the community. We accomplished setting the needs for our community."

"We have accomplished a brainstorming session for community improvements"

"We were able to map resources that are on the map and make sure they were accurate. Look at what is needed in the community."

"At this meeting we were able to sit collaborative to think of what we are missing in regard to needs of families in Yolo county."

"Added more resources to the maps."

"Collaboration, partnership, excitement"

"It's the beginning of a new community/developing community. We have brough a plan of action."

*"Getting to know about available resources and detecting needs." ["Conocer mas los recursos disponibles y detectar las necesidades.']**

"We reviewed and improved a list of services + facilities to a physical location"

"Came together to give voice to our community and work for a better future."

"Community building. Understanding of providers, and other community services that are not getting attention, or on the maps."

"It met the goal of identifying what exists of what is needed."

"Compiled all resources that can be available. Get the community(ies) energized."

"Good organization, good data collection and great effort w/ positive goals."
"We have included voices of adults and talked about resources that are missing. Introduced elected officals and provided free childcare."

"We got to know about what our community needs. Along with different perspectives."

"We had the opportunity to see needs required at the neighborhood level. We worked well together with a diverse group of people. Thank you!"

"Trying to do some changes in our community."

*Comment originally in Spanish

Appendix 3: After Action Review

"It appears that the documenting of needs and resources are thorough. It feels like we have a positive launch that will become action."

"Thanks for the childcare!"

"We were able to discuss our area map and fix things. We discussed what we'd like to see both in the neighborhood and city of Woodland"

"We have accomplished discussing about improvements . We learned beneficial information. Acknowledgement of the need to continue to connect with our neighbors."

"I'm not sure what we've done, other than talk a little and listen a lot."

"Bringing the community together. Community members talking about their home and place they live"

"We identified things in our community that we like + talked about what we would like to see."

"Good ideas were expressed. Services and resources were identified."

"At this meeting we have accomplished to get our voice heard and say what need for our kids."

"Learning other services in the area and knowing people care and want to make our community better."

"Found items on asset maps that were wrong/ missing. Gave community members a chance to put in their 2 cents."

*"Good opportunity to get to know and apply new opportunities for families and children" ["Buena oportunidad para conocer y aplicar nuevas oportunidades para familias y niños"]**

*Comment originally in Spanish

Yolo County OFFICE OF EDUCATION

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Roadmap to the Future: Overview of Community Assets and Services Data Collection and Mapping

May 24, 2023

What is a Roadmap to the Future asset map?

The Yolo County Office of Education (YCOE), with support from community partners, is developing the Roadmap to the Future — a long-term plan to effectively coordinate the services, supports, and opportunities children, youth, and families in Yolo County need to thrive, as well as establish a shared framework to ensure their healthy development. An early part of this process involved collecting data on community assets and services across Yolo County which benefit children, youth, and families to provide a comprehensive source of information about available support. To help validate the data, YCOE created maps of areas within each of the five Supervisorial Districts in Yolo County with locations of existing community assets and services and hosted community engagement meetings to ask members of the public to help confirm data accuracy.

Why do we map community assets and services?

The collection and mapping of community assets and services data helps provide a full understanding of the support available to a community, as well as identify strengths and opportunities. The community assets and services data collected for the Roadmap to the Future will serve as the foundation for development of a future online database, as well as a needs assessment to identify gaps in the support system and inform future investments.

How do we categorize community assets and services?

YCOE built a comprehensive map key which displays the assets and services according to ten "Aspects of Community" categories, which include:

- Economic (e.g. employment services, low-interest loans)
- Physical (e.g. recreation, outdoor activities)
- Basic Services (e.g. broadband, public transportation)
- Health & Human Services
- Education & Information
- Civic & Political
- Cultural & Artistic (e.g. art classes, dance lessons)
- Spiritual & Religious (any church that provides services)
- Social & Associational
- Individual Development

Each Yolo County Supervisorial District is displayed on one map with one corresponding key. In addition, there is a separate list of countywide services which any eligible Yolo County resident can access, also sorted by these 10 categories. The maps and data represent the complex, comprehensive system of community support for children, youth, and families.

How will the community use the community assets and services maps?
YCOE will summarize the data and include all completed maps in a final report to the Yolo County Board of Supervisors. YCOE also will work with partners to identify the appropriate entity to develop a community online database to provide easily accessible, consistently updated information about community assets and services. Decisionmakers can also use this database to continually evaluate needs and inform investments. YCOE hopes the coordination and evaluation of services will ensure improved outcomes for all children raised in Yolo County and provide a model for other counties to emulate.

ROADMAP TO THE FUTURE

FOR YOLO COUNTY CHILDREN AND YOUTH

BOARD OF SUPERVISORS UPDATE

A Long-Term Plan to Improve Opportunities for Children, Youth and Families

EDUCATION • AGRICULTURE • INDUSTRY

County of Yolo

Founded 1850

CS

Yolo County OFFICE OF EDUCATION

valley vision

concordia

Yolo County is ALL IN! for Children and Youth













- 10 community sessions
- 600+ community members in attendance
- The Roadmap continues to advance our collective mission to vision

ALL IN!
FOR CHILDREN AND YOUTH

ROADMAP TO THE FUTURE
FOR YOLO COUNTY CHILDREN AND YOUTH

ACCOMPLISHED TO DATE





Collection of Data on Community Assets and Services



Engage Community



Coordinate Closely with Yolo County

Phase 1: Asset Maps

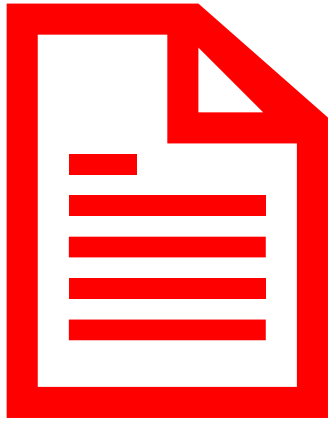
ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH

NEXT STEPS





Needs Assessment and Child and Youth Development Framework



Final Report



Exploring Continued Partnerships

Phase 2: Needs Assessment

ROADMAP TO THE FUTURE FOR YOLO COUNTY CHILDREN AND YOUTH


Davis
CALIFORNIA
RESILIENT YOLO
THANK YOU
FIRST 5 YOLO
YOLO YOUTH COMMISSION
CITY OF WOODLAND CALIFORNIA
Yolo County OFFICE OF EDUCATION
EDUCATION · AGRICULTURE · INDUSTRY
County of Yolo
Founded 1850
WASHINGTON UNIFIED SCHOOL DISTRICT
WEST SACRAMENTO
RISE, Inc.
DJUSD
DAVIS JOINT UNIFIED SCHOOL DISTRICT
valley vision
CITY OF WINTERS
california
Est. 1875
WEST SACRAMENTO HOME RUN
YOLO COUNTY LIBRARY
We connect people and ideas
ASSESSOR | CLERK-RECORDER | ELECTIONS
ACE
YOLO COUNTY
EXCELLENCE WITH INTEGRITY
CASA
Court Appointed Special Advocates
FOR CHILDREN
YOLO COUNTY
CONSERO SOLUTIONS
United Way
United Way
California Capital Region
WOODLAND JOINT UNIFIED SCHOOL DISTRICT
Public Education Since 1855
UNITE US
ESPARTO UNIFIED
SCHOOL DISTRICT
1868
YOLO COUNTY CHILDREN'S ALLIANCE
CITY OF WEST SACRAMENTO
Berkeley
UNIVERSITY OF CALIFORNIA
JBMF
JAMES B. MCCLATCHY
FOUNDATION
WINTERS JUSD
ROOTED IN EXCELLENCE

County of Yolo

www.yolocounty.org

To: The Chair and Members of the Board of Supervisors

Regular-Information Items (General Government) 62.

Board of Supervisors **Innovation Technology Services**

Meeting Date:	06/06/2023
Brief Title:	Receive update on the status of the Infor CloudSuite Implementation
From:	Lee Gerney, Chief Technology Officer, Innovation and Technology Services Department, x5030
Staff Contact:	Duazong Her, ERP Manager, Innovation and Technology Services Department
Supervisorial District Impact:	Countywide

Subject

Receive presentation on the upgrade status of the Infor System to the Software-as-a-Service ("SaaS") Infor CloudSuite Management System. (No general fund impact) (Gerney)

Recommended Action

Receive presentation on the upgrade status of the current Infor System to the Software-as-a-Service ("SaaS") Infor CloudSuite Management (ICM) System.

Strategic Plan Goal(s)

In Support of All Goals (Internal Departments Only)

Reason for Recommended Action/Background

The staff report will provide a brief background on the project, an overall status update, and a breakdown of milestones and status.

Background

The Board of Supervisors considered the Infor CloudSuite Migration project over the course of 2021 and provided the final approval to move forward on August 31, 2021. The project kicked off in October 2021. On September 13, 2022, Staff presented a status report and recommended extending system go live date from January 2023, to July 2023, due to the overall project being behind schedule due to resource constraints and the technical complexity of the new system. The Board of Supervisors approved the project extension on September 27, 2022.

Status Update

The project status for three of the functional areas of the system (Financial Services Management, Supply Chain Management, Technical) are green, however the Human Capital Management / Payroll functional area has been downgraded to yellow leading to an overall project status of yellow (indicating the project is in an at risk state). The project is tracking yellow due to two identified issues. There are still a substantial number of differences in the payroll parallel related to data and system setup issues. This primarily stems between differences in how pay codes and deductions codes are set up in the old system as compared to the new system. In addition, the new system handles certain calculations a little differently than the old system leading to reconciling differences. The project team is hoping to have a resolution to the setup issues in the next couple of weeks. In addition, there are concerns with the MICR font that is applied to checks. The font is not as clear as it needs to be per bank standards. The team is exploring options including performing maintenance on the check printer, using another MICR font vendor, or shifting check printing back to the MHC solution. Currently, we do not expect either of these issues to affect the targeted go-live day of July 17th, 2023.

Since the last update to the Board the project team has completed System Integration Testing and User Acceptance Testing phases of the project. End User Training is currently underway which is the last phase of the project prior to go-live activities.

Project Plan

Phase 1: Initiate & Planning (complete)

The PMO team completed the planning for the project and produced the following deliverables to ensure alignment with RPI and the Yolo County Leadership and Project Team on project structure, governance, and execution:

- Project Initiation
- Project Management Plan
- Stakeholder Analysis
- Project
- Issues Management Plan
- Risk Management Plan
- Staffing Plan
- Communication Strategy
- Testing Strategy
- Training Strategy
- Organizational Change Management Plan
- Knowledge Transfer Assessment Plan
- Project Work Plan
- Project Kickoff
- Provisioning of the Multi-Tenant Environments
- Tenant/Product Line Strategy
- Technical Development Strategy
- RICE Strategy/Plan

Phase 2 - Analyze & Design (complete)

The Functional and Technical Project Teams conducted a series of meeting and workshops to gain an understanding of Yolo County's current business processes and identify/document the requirements for the future state business processes and technical development for integration, reporting, automation, security, and data conversions:

- Current State Assessment and Requirements Review
- Super User Training/Enablement and Design Review
- Future State Design
- Technical Design Discussions/Workshops:
- Configuration Console Design
- Workflow/Process Automation Design
- Interface/Integration Design
- Conversion Design
- Security Roles Review
- Report Review/Design
- Testing Plan
- Data Validation Strategy
- Initial Design Complete

Phase 3: Build & Develop (complete)

- Technical Development (includes initial unit testing by developer):
- Configuration Console Development
- Workflow/Process Automation Development
- Interface/Integration Development
- Conversion Development
- Security Roles Development
- Report Development
- Application Configuration
- Unit Test/Conference Room Pilot Test Plan & Scripts Preparation
- Unit Testing/CRP
- System Integrated Test Scripts

Phase 4: Verify & Empower (in progress)

- System Integrated Testing **(complete)**
- User Acceptance Test (UAT) Execution and Issue Resolution **(complete)**
- Cutover Strategy **(complete)**
- Payroll Parallel Prep/Execute **(in progress)**

- End User Training **(in progress)**
- Cutover & Contingency Planning **(Mid-June)**
- Readiness Assessment **(Mid-June)**
- Go/No Go Sign Off **(Early July)**

Phase 5: Go-Live and Post Go-live Support (July 2023)

- Go-Live DMF#5/Cutover to Production
- Post Go-Live Support and Project Closure
- Project Closure

Cutover Strategy
Starting in mid-June the project team will perform a mock go-live. This will consist of one last data migration prior to the final migration that will take place during the go-live cutover window. Once the data migration is complete and post-migration tasks have been performed, the project team will review and verify the accuracy of the data and assess the readiness of the new system to move forward with the final cutover to production. If its determined the system is ready for go-live the system will be taken offline July 7th in preparation for final cutover tasks. The system will remain offline while the project team completes all final tasks until the new system is brought online on July 17, 2023.

Collaborations (including Board advisory groups and external partner agencies)
Innovation & Technology Services, Department of Financial Services, Health & Human Resources, General Services, Human Resources, County Administrator's Office

Fiscal Information

No Fiscal Impact

Fiscal Impact of this Expenditure	
Total cost of recommended action	
Amount budgeted for expenditure	
Additional expenditure authority needed	$0
On-going commitment (annual cost)	
Source of Funds for this Expenditure	
General Fund	$0

Attachments

Att. A. Presentation

Form Review

Inbox	Reviewed By	Date
Lee Gerney	Lee Gerney	05/24/2023 04:11 PM
John Rowe (Originator)	John Rowe	05/30/2023 09:02 AM
Form Started By: John Rowe		Started On: 10/14/2022 04:46 PM
Final Approval Date: 05/30/2023		

Infor CloudSuite

(ICM) Project

Presented By:

Lee Gerney (Chief Technology Officer)

June 6, 2023

Infor CloudSuite

(ICM) Project

BACKGROUND

- Board of Supervisors project approval on August 31, 2021
- Project kickoff October 2021
- Board of Supervisors project extension approval on September 27, 2022
- Go-Live July 2023

Total Project Cost: $4,700,130
Total Expenditures to Date: $2,727,716

Infor CloudSuite

(ICM) Project

PROJECT STATUS

4 Functional Areas

- Human Capital Management / Payroll
- Financial Services Management
- Supply Chain Management
- Technical

Overall Project

- Infor CloudSuite Migration Project

Infor CloudSuite

(ICM) Project

CONCERNS

Payroll Parallel

Yet to have a successful payroll parallel. Substantial number of differences in payroll parallel related to data issues and system setup issues.

Check Printing

Print quality of MICR font is still in question.

Infor CloudSuite

(ICM) Project

PROJECT PLAN

Phase 1: Initiate & Plan (complete)

- Planning & Kick-Off

Phase 2: Analyze & Design (complete)

- Current State Analysis & Initial System Build
- Super User Enablement
- Future State Design

Phase 3: Build & Develop (complete)

- Unit Testing
- Payroll Cycle Testing
- Technical Development (Configuration, Integration, Process Automation, Reporting)

Phase 4: Verify & Empower (in progress)

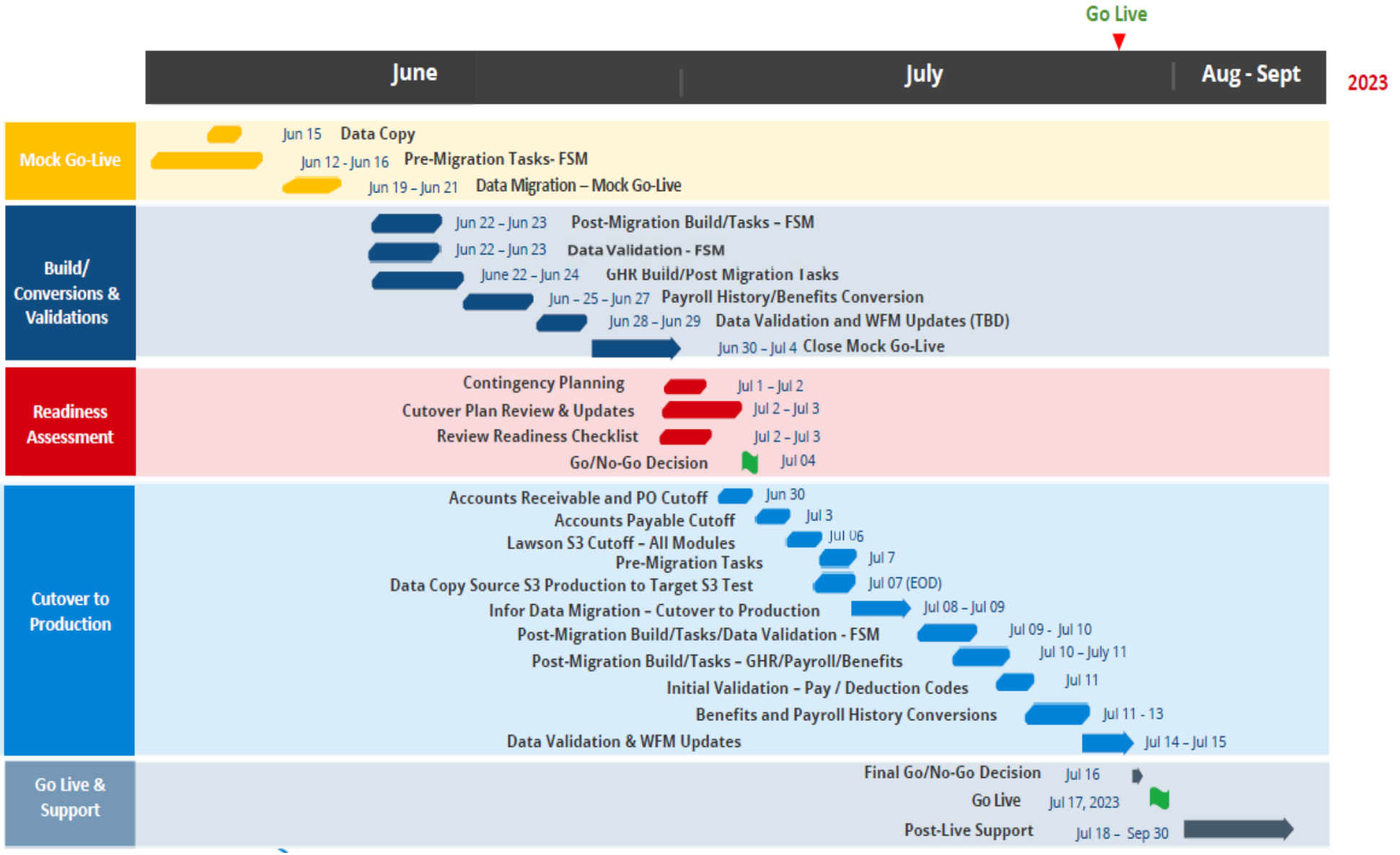
- System Integrated Script Preparation and Test Execution **(complete)**
- User Acceptance Testing **(complete)**
- Payroll Parallel **(in progress)**
- End User Training **(in progress)**
- Mock Cutover **(Starting Mid-June)**

Phase 5: Go Live & Support (Go-Live July 17th, 2023)

Infor CloudSuite

(ICM) Project

INFOR CLOUDSUITE CUTOVER STRATEGY



Infor CloudSuite

(ICM) Project

ENHANCEMENTS

Human Capital Management / Payroll

- Increased access for all employees
- Easier processing of personnel transactions and increased efficiencies with position and budgetary changes
- Consolidation of HR system components provides better cross training of staff and limits amounts of systems that need to communicate/align. Provides reporting efficiencies.
- Modernization efforts eliminating paper processes by utilizing routing of personnel transactions

Financial Services Management

- Flexible accounting structure to meet tracking and reporting needs
- Robust security and control structures (data level)
- Improved transparency and reporting capabilities
- One integrated document storage solution
- Approval workflows and improved visibility

Infor CloudSuite

(ICM) Project

ENHANCEMENTS

Supply Chain Management

- Nimble requisition workflow & more efficient receiving processes
- Contract management & purchase card processing native to system
- One integrated document storage solution
- Commodity classification of purchases
- 3rd party purchases system integration

Technical

- Software-as-a-Service model. System kept up to date on standardized release cycles
- Data analytics and integration tools providing better data-driven decision making. Enhanced reporting capabilities
- Improved cybersecurity protection & resiliency